



**NOTICE OF MEETING  
WALLER COUNTY, TEXAS  
AMENDED REGULAR SESSION  
Wednesday, January 21, 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 to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Treasurer to approve disbursement of funds for State Quarterly Reports.
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 official documents and all Monthly Reports.

9. Request by County Auditor to approve the 2026 Interlocal Agreement with Grimes County for the Cost Sharing of the 506th District Court Coordinator, Assistant Coordinator and Court Reporter.
10. Request by County Engineer to approve the Final Plat of Celebration Center in Precinct 3.
11. Request by the County Engineer to accept a Formal Notice from Comcast - Justin Valentine for a Fiber Optic Cable, Overhead Line and Underground Bore, to be installed within the right of way of Joseph Rd, Country Lane Rd, W. Country Ln, Oak Hollow Blvd, Greenbriar Dr, Holly Dr, Pinewood Valley Dr, and Hargrave Rd- Project # 2025-3153.
12. Request by the County Engineer to accept a Formal Notice from A T & T Communications for a Fiber Cable, Innerduct, and Fiber pad and Cabinet, to be installed within the right of way of Joseph Rd. and Robin Hood Ln. - Project # 2025-3213.
13. Request by the County Engineer to accept a Formal Notice from Flock Safety for a Flock Camera, to be installed within the right of way of Betka Rd. - Project # 2025-2934.
14. Request by the County Engineer to accept a Formal Notice from Flock Safety for a Solar Powered ALPR Flock Camera, to be installed within the right of way of Riley Rd. - Project # 2025-2282.
15. Request by County Engineer for a Formal Notice from Comcast for a Fiber Optic Line and Handholes to be placed in the right of way of Schlipf Rd - Project # 2025-3154.
16. Request by County Engineer for a Formal Notice from Consolidated Communications for a Communication Line installation within the County Right of Way on Morton Rd. - Project #2025-2660.
17. Request by County Engineer for a Formal Notice from Centric Fiber - Richard Bard for a Fiber Conduit Utility installation within the right of way of Neuman Rd. - Project # 2025-3019.
18. Request by Procurement Director to advertise for bids for Reconstruction of Penick Road. Advertisement to be paid from line item 125-401-544100 [Bid Notice & Printing].
19. Spread upon the Minutes the Tax Assessor-Collector 2025 Transcript Required Hours Completed.

**Requests to approve payments on the following:**

20. \$2,620.51 for Invoice #SI-40424 to SylogistGov, Inc. to be paid from line item 307-504-545000 [Maintenance].
21. \$120.00 for Invoice #7420 to The Randle Law Office to be paid from line item 125-411-540300 [Legal].



- [22.](#) \$20,189.75 for Invoice #356 to Laura Lane Design Group to be paid from line item 604-604-581839 [Soft Cost Courthouse].
- [23.](#) \$1,175.00 for Invoice dated December 14, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].
- [24.](#) \$74,894.50 for Invoice #304200.00-8 to Schaumburg & Polk, Inc. for Professional Services from November 3, 2025, through November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
- [25.](#) \$245,546.16 for Invoice #113815 to Edminster Hinshaw Russ & Assoc. dba EHRA Engineering for Professional Services for the date ending November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
- [26.](#) \$103,622.59 for Invoice #77227 to Binkley & Barfield., Inc. for Professional Services from November 01, 2025, through November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
- [27.](#) \$2,978.00 for Invoice #193449 to Alpha Testing, LLC to be paid from line item 604-604-581839 [Soft Cost Courthouse].
- [28.](#) \$1,267.41 for Invoice #51434 to LDD Blueline to be paid from line item 606-606-545407 [Professional Services/Vehicle Maintenance Garage].
- [29.](#) \$2,812.50 for Invoice #51433 to LDD Blueline to be paid from line item 606-606-581840 [Professional Services Pct. 2].
- [30.](#) \$2,099.92 for Invoice #449644906001 to ODP Business Solutions, LLC to be paid from line item 604-604-581839 [Soft Cost Courthouse].
- [31.](#) \$7,100.00 for Invoice #192209 and \$2,663.00 for Invoice #193530 for a total cost of \$9,763.00 to UES Professional Solutions 44, LLC to be paid from line item 606-606-545407 [Soft Cost Vehicle Maintenance Garage].
- 32. Request by County Auditor to Approve and/or Ratify Accounts Payable.

## **COUNTY JUDGE**

- [33.](#) Presentation of a delinquent tax and fine and fee collection report by Otilia Gonzalez with Perdue Brandon Fielder Collins & Mott LLP.

## **TAX ASSESSOR-COLLECTOR**

- [34.](#) Presentation of December 2025 Collection Report.
- 35. Discuss and take action to approve a part-time position for the City of Waller.

## **ECONOMIC DEVELOPMENT**

- [36.](#) Discuss and take action to approve the tax abatement agreement between Waller County, Texas, ADCW Holdings, LLC, and CoreWorks Heat Exchangers, LLC. ADCW Holdings, LLC, and CoreWorks Heat Exchangers, LLC are the tax abatement applicants. ADCW Holdings, LLC is acquiring the real property from Alegacy Development, LLC, the current owner. ADCW Holdings, LLC will be the real property owner during the term of the tax abatement agreement. The property is located in the City of Waller Reinvestment Zone #2, located in Waller, Texas and designated as a reinvestment zone by the city on February 6, 2025. The property is in the Alegacy Business Park, generally located north of Highway 290, south of Highway 290 Business, east of Commissioner James R. Muse Parkway and west of FM 362 in Waller, Texas, 77484. ADCW Holdings, LLC will invest \$25,000,000.00 in constructing a manufacturing facility, and CoreWorks Heat Exchangers, LLC will invest \$15,000,000.00 in personal property and equipment that will be located on the property. The real and personal property improvements will be used for the manufacturing of brazed aluminum heat exchangers for the liquid natural gas industry.

## **COUNTY ENGINEER**

- [37.](#) Discuss and take action to approve an Engineering Services Agreement with Cobb, Fendley & Associates as it relates to Richards Road.
- [38.](#) Discuss and take action on the First Amendment to Engineering Services Agreement between Waller County and GFT Infrastructure, Inc. (*Morton Rd.*).
- [39.](#) Discuss and take action to approve a Formal Notice from Maple Development Group for a Natural Gas Line installation within the County Right of Way of Neuman Rd and Morton Rd. - Project #2025-2719.

## **GRANT MANAGER**

- [40.](#) Discuss and take action to authorize the County Judge to execute the SB22 Rural Sheriff's Office Salary Assistance Program Award Grant Agreement (#IA-0000002502) in the amount of \$500,000.00.
41. Discuss and take action to authorize the County Judge to execute the SB1 Grant Agreement with the Texas Water Development Board and required resolution relative to the \$25 million Waller County Regional Stormwater Detention Facility project.
- [42.](#) Discuss and take action to authorize the submittal of the following grant applications to the Public Safety Office in the Office of the Governor:
- FY27 Body-Worn Camera Grant Program Application (for Sheriff's Office)
- FY27 General Victim Assistance Grant Program (for District Attorney)
- FY27 Rifle-Resistant Body Armor Grant Program (for Sheriff's Office)

## **DIRECTOR OF POLICY & ADMINISTRATION**

- [43.](#) Discuss and take action on contract deputy agreement between Waller County and Waller County MUD 55.

## **PROCUREMENT DIRECTOR**

- [44.](#) Discuss and take action on Agreement with XperNet for IT professional services for PC & Network, Mobile Device Management, Security Information and Event Management, Data Backup and Archival and Management for fiscal year 2026. Funds to be paid from the following line items: 125-441-540900 [Professional Services], 125-411-542505 [County Cell Phones], 125-441-581700 [Equipment], 125-441-540905 [Recovery & Retention].

## **FIRE MARSHAL**

- [45.](#) Discuss and take action to accept the donation of 329 coolers to the Waller County Fire Marshal's Office from Igloo valued at \$2,770.00.
- [46.](#) Discuss and take action to accept the donation of fire extinguishers to the Waller County Fire Marshal's Office from NICB valued at \$486.60.

## **TREASURER**

- [47.](#) Discuss and take action to approve Salary Order amendment 2026.1 effective February 01, 2026.

## **COMMISSIONER, PRECINCT 3**

- 48. Discuss and take action to waive the fee for the Community Center on February 6th, May 8th, and 29th from 8:00a-12:00p (noon) for the Waller County Seasoned Adults Events.

## **DIRECTOR OF FACILITIES**

- [49.](#) Discuss and take action to approve payment of \$2,470,618.14 for Application #38 to SEDALCO, Inc. to be paid from the following line items:  
  
\$33,026.91- 604-604-545045 [Professional Services].  
  
\$2,437,591.23 - 604-604-581000 [Bldg Purch, Const, or Improv].
- [50.](#) Discuss and take action to approve payment of \$134,333.16 for Application #22 and \$130,076.96 for Application #23 for a total cost of \$264,410.12 to SEDALCO. Funds to be paid from line item 125-600-581620 [Justice Center Modularity].
- [51.](#) Discuss and take action on payment of \$179,529.30 for Application #3 to Gullo Commercial. Funds to be paid from line item 606-606-545407 [Vehicle Maintenance Garage].

## MISCELLANEOUS

52. Discuss and take action to approve request by Pastor John Fitz-Chapman with WIN Church to rent the Community Center on a continued basis for every available Thursday from 6:00p - 10:00p and every available Sunday from 8:00a-5:00p, in 2026.
- [53.](#) Discuss and take action to approve payment of \$70,000.00 for Invoice #4436 to Fort Bend Seniors Meals on Wheels for additional funds approved in 2025 to be paid from line item 125-411-547315 [Ft. Bend Seniors Meals on Wheels].
- [54.](#) Discuss and take action to approve Agreement between Waller County and Fort Bend Seniors Meals on Wheels and payment of \$70,000.00 for Invoice #4437 from line item 125-411-547315 [Ft. Bend Seniors Meals on Wheels] as allocated in the 2026 Budget.
55. Discuss and take action to approve the IRS standard mileage rate for business travel at 72.5 cents per mile for 2026.
- [56.](#) Discuss and take action to approve Court Order setting allowances for travel outside the County in 2026.
- [57.](#) Discuss and take action to approve Court Order setting the pay for Jurors in 2026 and providing food and lodging for Jurors in certain cases and instances.
- [58.](#) Discuss and take action to approve the Resolution and Order authorizing the creation of an Associate Judge position pursuant to Texas Government Code Chapter 54A.
59. Annual Review of the following Departments:
  - Director of Policy and Administration
  - Recycling Center
  - County Engineer
  - Procurement.
60. 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.
61. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons.

## **EXECUTIVE SESSION**

62. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.
63. 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.
64. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
65. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

## **ADJOURN MEETING**

### **NOTICE**

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



## MINUTES

### WALLER COUNTY COMMISSIONERS COURT REGULAR SESSION WEDNESDAY – JANUARY 7, 2026

**BE IT REMEMBERED** that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 7<sup>th</sup> day of January 2026 at its meeting place at the Waller County Courthouse, Hempstead, Texas.

#### CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:00 a.m. with the following members of the Court present to-wit:

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

Delivery of Invocation by: Commissioner Amsler

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

#### 1. Approval of Agenda.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

**Motion carried** by 5-0 vote.

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

#### 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 – December 17, 2025 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers. *(no backup submitted)*

5. Request by the County Engineer to accept a Formal Notice from Centric for a Natural Gas Line and Fiber Optic Cable to be installed within the right of way of Bluestem Prairie Dr - Project # 2025-966.
6. Request by the County Engineer to accept a Formal Notice from Comcast of Houston, LLC for a Fiber Optic Cable to be installed within the right of way of Ross Rd and Walnut St - Project # 2025-3056.
7. Request by the County Engineer to accept a Formal Notice from Hotwire Communications for a Fiber Optic Cable to be installed within the right of way of Garvie Rd - Project # 2025-1681.
8. Request by the County Engineer to accept a Formal Notice from Comcast of Houston, LLC for the installation of Fiber Optic Cable within the right of way of Stockdick Rd and Bartlett Rd - Project # 2025-2142.
9. Request by the County Engineer to accept a Formal Notice from Comcast of Houston, LLC for the installation of Fiber Optic Cable within the right of way of Snow Goose Ln - Project # 2025-3061.
10. Request by the County Engineer to accept a Formal Notice from Comcast of Houston, LLC for the installation of Fiber Optic Cable within the right of way of Pine Bury Ln. and Imperial Bend Ln. - Project # 2025-3058.
11. Request by the County Engineer to accept a Formal Notice from Comcast of Houston, LLC for the installation of Fiber Optic Cable within the right of way of Gassner Ln. - Project # 2025-3059.
12. Request by the County Engineer to accept a Formal Notice from Comcast of Houston, LLC for the installation of Fiber Optic Cable within the right of way of Remington Park - Project # 2025-3060.
13. Request by the County Engineer for Formal Notices from Comcast of Houston, LLC for installation of Fiber Optic Cable within the right of way:
  - \* Project #2025-2448 -Caddiff Rd.
  - \* Project #2025-2614 -Fischen Rd, Baethe Rd, Penick Rd, Bogie Ln, Planeview Dr, Bunker Ln, and roads within Sky Lakes, Section 1.
14. Request by County Engineer for Formal Notices from Comcast of Houston, LLC for Fiber Optic Cable installation with conduit within the County Right of Way of:
  - \*Project #2025-3116 - Winding Canyon Ln;
  - \*Project #2025-3117 - Tantara Bend Dr.
15. *Item 15 withdrawn from Consent Agenda, Court Addressed later in meeting. (page 4)*
16. Request by Procurement Director to advertise for proposals for Appraisal Services. Advertisement to be paid from line item 125-401-544100 [Bid Notice & Printing].



**Requests to approve payments on the following:**

17. \$1,175.00 for Invoice dated December 3, 2025 and \$1,175.00 for Invoice dated December 3, 2025 for a total of \$2,350.00 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].
18. \$2,600.00 for Invoice #1600 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
19. \$2,226.04 for Invoice #150874 to Action Rentals to be paid from line item ~~606-606-581839 [Courthouse Soft Cost]~~ **604-604-581839**.
20. \$377.47 for Invoice #1HVG-MC39-QLG1 to be paid from line item ~~606-606-581839 [Courthouse Soft Cost]~~ **604-604-581839**.
21. \$5,659.34 for Invoice #216846 to GRANICUS to be paid from line item ~~606-606-581839 [Courthouse Soft Costs]~~ **604-604-581839**.
22. \$1,176.00 for Invoice #189327 to UES Professional Solutions - LLC to be paid from line item ~~606-606-581839 [Courthouse Soft Cost]~~ **604-604-581839**.
23. \$122,954.69 for Invoice #22556, \$145,755.76 for Invoice #22602, \$135,608.63 for Invoice #22588 for a total of \$404,319.08 to be paid from line item ~~606-606-581839 [Courthouse Soft Cost]~~ **604-604-581839**.
24. \$4,800.00 for Invoice #533120 to WALKER & FARCE INDUSTRIES, LLC to be paid from line item ~~606-606-581839 [Courthouse Soft Cost]~~ **604-604-581839**.
25. \$159,947.95 for Invoice #85206-01-03 to GFT Infrastructure, Inc. Professional Services rendered for September 1, 2025 through October 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
26. \$68,398.35 for Invoice #8170-01-04 to GFT Infrastructure, Inc. Professional Services rendered September 1, 2025 through October 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
27. \$513,971.04 for Invoice #ARIV1032959-01 to KCI Technologies for Professional Services through November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
28. \$39,663.94 for Invoice #100504-8 to RG Miller Engineers, Inc. for Professional Services rendered October 20, 2025, through November 16, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
29. \$57,828.47 for Invoice #65035800-1125-08 to Kimley-Horn and Associates, Inc. for Professional Services rendered November 1, 2025, through November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
30. \$47,641.64 for Invoice #35870 to BGE, Inc. for Professional Services rendered October 25, 2025, through December 5, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

31. \$62,298.71 for Invoice #35871 to BGE, Inc. for Professional Services rendered October 25, 2025, through December 5, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
32. \$205,432.41 for Invoice #202555502 to LJA Engineering, Inc. Professional Services Rendered October 31, 2025 to November 28, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
33. \$7,307.75 for Invoice #196542 to HR Green for Professional Services through November 28, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
34. \$68,824.00 for Invoice #GG-1590-4 to Gradient Group for Professional Services rendered November 1, 2025 through November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
35. \$3864.00 for Invoice #77080 to Civil Corp for Professional Services through November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
36. \$167,598.12 for Invoice #203300-6 to TEDSI Infrastructure Group for Professional Services rendered from November 1, 2025 to November 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
37. Request by County Auditor to Approve and/or Reify Accounts Payable.

Motion to approve **Consent Agenda** with items 19 through 24 the line item number is not correct, it should be 604-604-581839 and item 15 to be withdrawn from the Consent Agenda, made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

15. Request by County Engineer to accept a Formal Notice from Maple Grove Development Group for the installation of Fiber Optic Conduit within the County Right of Way of Neuman Rd. Project # 2025-0018.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

**Motion carried** by 4-0 vote with 1 Abstained.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Abstained

Commissioner Beckendorff

– Yes

## PROCLAMATION

38. Discuss and take action to approve Proclamation in recognition of Law Enforcement Appreciation Day.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

(Judge Duhon read Proclamation)

**Motion carried** by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

## COUNTY ENGINEER

39. Discuss and take action to accept the Hilcorp Energy I, L. P. Pipeline Crossing and Encroachment Agreement as it relates to the Morton Rd Asphalt Reclamation Project. **and**
40. Discuss and take action to accept and execute Letter of No Objection for Enstor Katy Gas & Transportation L. P. for proposed installation of facilities: Resurfacing of Morton Rd above Enstor Katy Storage and Transportation, L. P.'s existing Easement containing twenty inch (20") dual header pipeline system and fiber optic line located in Katy, Tx, Waller County (TX-1027). **and**
41. Discuss and take action to shorten the length of Mitchamore Rd by one (1) mile. **and**
42. Discuss and take action on the First Amendment to Engineering Services Agreement between Waller County and Gannett Fleming, Inc. (Owens Rd.).
- Motion to **approve items 39 thru 42** made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

## JUSTICE OF THE PEACE, PRECINCT 2

43. Discuss and take action to authorize a Part-Time Position to assume the role of the Conditional Services Coordinator for the Justice of the Peace Offices. Funds to be paid from line item 119-429-581815 [Justice Court and Technology Fund].
- Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

## GRANT MANAGER

44. Discuss and take action to authorize the County Judge to submit a HB3000 Rural Ambulance Service Grant Application to the Texas Comptroller of Public Accounts. **Item WITHDRAWN.**
45. Discuss and take action to authorize the County Grant Manager to submit a FY27 STEP Comprehensive grant application to the Texas Department of Transportation. **and**
46. Discuss and take action to authorize the County Grant Manager to submit a FY27 STEP CMV grant application to the Texas Department of Transportation. **and**
47. Discuss and take action to approve new grant projects funded by the FY22 SETH grant in an amount not to exceed \$38,000.00.

Motion made to **approve items 45 thru 47** by Commissioner Beckendorff, seconded by Commissioner Jones.

**Motion carried** by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

## COMMISSIONER, PRECINCT 3

48. Discuss and take action to waive the fee for the Community Center on January 19, 2026 from 1:00pm - 5:00pm for an MLK Day event hosted by Commissioner Kendric Jones.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

## MISCELLANEOUS

49. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~
50. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~

## EXECUTIVE SESSION

51. ~~Consultation with District Attorney related to advising about pending or contemplated litigation or a settlement offer. Item WITHDRAWN.~~
52. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725. Item WITHDRAWN.~~
53. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725. Item WITHDRAWN.~~
54. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session. Item WITHDRAWN.~~

## ADJOURN MEETING

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

**Motion carried** by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Meeting was **ADJOURNED** at 9:25 a.m.

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

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Debbie Hollan  
Waller County Clerk

**APPROVED this the 21<sup>st</sup> day of January 2026.**

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Carbett "Trey" J. Duhon, III  
County Judge

DRAFT



CC 01/21/26

Waller County, TX

# Payable Re

Item 4.

## Payable Detail by Vendor

Packet: APPKT02694 - 01/31/2026 RET INS

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

Vendor: [18425 - AMWINS GROUP BENEFITS](#)

Vendor Total: 22,300.00

<a href="#">Feb 2026</a>	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	22,300.00	0.00	0.00	0.00	22,300.00
County Portion Feb 2026	APBNK - APBNK				No					

## Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
County Portion Feb 2026	N/A	0.00	0.00	22,300.00	0.00	0.00	0.00	22,300.00

## Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<a href="#">125-685-520303</a>	Health Insurance		22,300.00	100.00%

Vendor: [07548 - TAC HEBP](#)

Vendor Total: 22,012.68

<a href="#">Feb 2026 County</a>	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	14,738.08	0.00	0.00	0.00	14,738.08
BCBS Co Portion Ret Prem Feb 2026	APBNK - APBNK				No					

## Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Co Portion Ret Prem Feb 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
<a href="#">125-685-520303</a>	Health Insurance		14,738.08	100.00%

<a href="#">Feb 2026 Retiree</a>	Invoice	2/1/2026	2/1/2026	2/1/2026	2/1/2026	7,274.60	0.00	0.00	0.00	7,274.60
BCBS Retiree Payment Feb 2026	APBNK - APBNK				No					

## Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Retiree Payment Feb 2026	N/A	0.00	0.00	7,274.60	0.00	0.00	0.00	7,274.60

## Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<a href="#">999-203-111200</a>	Medical Insurance		7,274.60	100.00%

Item 4.

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	44,312.68	0.00	0.00	0.00	44,312.68	0.00	44,312.68
Grand Total:		44,312.68	0.00	0.00	0.00	44,312.68	0.00	44,312.68



Account Summary

Account	Name	Amount
<a href="#">125-685-520303</a>	Health Insurance	37,038.08
Total:		37,038.08

Account	Name	Amount
<a href="#">999-203-111200</a>	Medical Insurance	7,274.60
Total:		7,274.60



a. T Code ■ **32630**

## State Criminal Costs and Fees

• **COUNTY QUARTERLY REPORT** - This report must be filed by the due date even if no payment is due.  
An amount or a zero (0) MUST be entered on all lines for Columns 1 and 3.

c. County identification number ■ 1-74-6001079-0	f. Report for quarter ending QUARTER ENDING 12-31-25	g. ■ 254	e. Due date of report 01-31-26
d. County name and mailing address JOAN BEATY CNTY TRES WALLER COUNTY 836 AUSTIN ST STE 2200 HEMPSTEAD, TX 77445-9634			h. IMPORTANT Blacken this box if your address has changed. Show changes by the preprinted information. → 1 <input type="checkbox"/>
			i. <input type="checkbox"/> j. <input type="checkbox"/>

• See back for instructions.

Repealed costs on lines 5, 7 and 11-19.

		Column 1	Column 2	Column 3
		TOTAL COLLECTED (State court costs only) Dollars and cents	SERVICE FEE (See instructions)	AMOUNT DUE STATE (Col. 1 minus Col. 2)
SECTION I Reports for offenses committed	1. 01-01-2020 Forward	■ \$ 104,428.88	10,442.85	1. \$ 93,985.63
	2. 01-01-04 -- 12-31-19	■ 2,009.63	200.97	2. 1,808.66
	3. 09-01-1991 -- 12-31-2003	■ 0.00	0.00	3. 0.00
	4. Bail Bond Fee (BB)	■ 4,545.00	454.50	4. 4,090.50
	5. DNA Testing Fee - Juvenile (DNA JV)	■ 0.00	No Service Fee	5. 0.00
	6. EMS Trauma Fund (EMS)	■ 1,181.39	118.14	6. 1,063.25
	7. Juvenile Probation Diversion Fee (JPD)	■ 0.00	0.00	7. 0.00
	8. State Traffic Fine (STF2) Sept. 1, 2019 fwd	■ 90,254.34	(4%) 3,610.18	8. 86,644.16
	9. State Traffic Fine (STF) Prior to Sept. 1, 2019	■ 810.43	(5%) 40.53	9. 769.90
	10. Intoxicated Driver Fine	■ 0.00	(4%) 0.00	10. 0.00
	11. Prior Mandatory Costs (JRF, IDF & JS combined)	■ 666.01	66.61	11. 599.40
	12. Moving Violation Fees (MVF)	■ 2.40	0.24	12. 2.16
	13. DNA Testing Fee - Felony Convictions (DNA)	■ 6.67	0.67	13. 6.00
	14. DNA Testing Fee - MSDM & CS (DNA & CS)	■ 238.01	23.81	14. 214.20
	15. Truancy Prevention & Diversion Fund (TPD)			15. ■ \$ 38.91
	16. Failure to Appear/Pay (FTA) Report 2/3's of fees			16. ■ 409.31
	17. Time Payment Fees (TP) Report 50% of fees			17. ■ 161.55
	18. Judicial Fund - Constitutional County Court			18. ■ 0.00
	19. Judicial Fund - Statutory County Court			19. ■ 0.00
SECT. II As appl.	20. Peace Officer Fees (Report 20% of fees from actions by state officers only.)			20. ■ 674.20
	21. Motor Carrier Weight Violations (MCW) (Report 50% of the fines collected.)			21. ■ 508.50
	22. Driving Records Fee (DRF) (Report 100% of fees collected.)			22. ■ 0.00
	23. Non-Suspension Fine (NSF) (Report 100% of fine collected.)			23. ■ 0.00
	24. TOTAL DUE FOR THIS PERIOD (Total of Items 1 through 23 in Column 3.)			24. ■ \$ 190,976.33

\*\*\* DO NOT DETACH \*\*\*

25. TOTAL AMOUNT DUE AND PAYABLE (Same as Item 24) 25. ■ \$ 190,976.33

County name <b>WALLER COUNTY</b>	k. <input type="checkbox"/>	l. <input type="checkbox"/>
-------------------------------------	-----------------------------	-----------------------------

For assistance call 800-531-5441, ext. 3-4276 or 512-463-4276.

■ T Code    ■ County identification no.    ■ Period  
32620    17460010790    254    9

Make the amount in Item 24 payable to: State Comptroller	
Mail to: Comptroller of Public Accounts P.O. Box 149361 Austin, TX 78714-9361	

I, (type or print name) <b>JOAN BEATY</b> certify that the information above is true as shown in the records of the treasury of the county named.	
sign here	Date <b>01/21/26</b>
Title <b>County Treasurer</b>	
Phone number (Area code and number) <b>(979) 826-7707</b>	



a. T Code ■ **32650**

# Civil Fees

## - QUARTERLY REPORT -

• DO NOT WRITE IN SHADED AREAS

c. City / County identification number

■ 1-74-6001079-0

f. Report for quarter ending

QUARTER ENDING 12-31-25

g.

■ 254

e. Due date of report

01-31-26

d. City / County name and mailing address

JOAN BEATY CNTY TREAS  
WALLER COUNTY  
836 AUSTIN ST STE 2200  
HEMPSTEAD, TX 77445-9634

h. IMPORTANT

Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ☐

i.

■

j.

■

DESCRIPTION — SEE BACK FOR INSTRUCTIONS —	COLUMN 1 Number (#) issued/ filed	COLUMN 2 TOTAL COLLECTED	COLUMN 3 AMOUNT DUE
1. Birth Certificate Fees	# 280	\$ 504.00	1. \$ 504.00
2. Marriage License Fees	■ 146	■ 4,380.00	2. 4,380.00
3. Declaration of Informal Marriage	■ 6	■ 75.00	3. 75.00
4. Juror Donations	■ 4	■ 138.00	4. 138.00
5. JP Consolidated Civil Fee	■ 74	■ 1,554.00	5. 1,554.00
6. Statutory Probate Court	6a. Consolidated Civil Fee	■ 0	6a. 0.00
	6b. Filing fee for other actions	■ 0	6b. 0.00
7. Statutory County Court	7a. Consolidated Civil Fee	■ 1	7a. 137.00
	7b. Filing fee for other actions	■ 0	7b. 0.00
8. Constitutional County Court	8a. Consolidated Civil Fee	■ 0	8a. 0.00
	8b. Filing fee for other actions	■ 0	8b. 0.00
9. Business and District Court	9a. Consolidated Civil Fee	# 65	9a. \$ 8,855.68
	9b. Filing fee for other actions	# 24	9b. \$ 1,076.40
10. Business Court Filing Fee	# 0	\$ 0.00	10. \$ 0.00
11. County Alternative Dispute Resolution	# 776	\$ 6,751.49	11. \$ 6,751.49
12. TOTAL OF LINES 1-11			12. \$ 23,471.57
13. TOTAL FROM LINE 9 OF CIVIL FEES SUPPLEMENT FORM 40-155 (Repealed line items)			13. \$ 516.50
14. TOTAL DUE FOR THIS PERIOD (Total of Items 12 and 13)			14. \$ 23,988.07

\*\*\* DO NOT DETACH \*\*\* DO NOT DETACH \*\*\* DO NOT DETACH \*\*\*

15. TOTAL AMOUNT DUE AND PAYABLE (Same as Item 14) 15. \$ 23,988.07

City/County name

k.

■

l.

■ T Code ■ City/County identification no. ■ Period

32640 17460010790 254 5

For assistance call 800-531-5441, ext. 3-4276, or 512-463-4276.

I, (type or print name) **JOAN BEATY** certify that the information above is true as shown in the records of the treasury of the city/county named.

Authorized agent

sign here

*Joan Beaty*

Title **County Treasurer**

Date **01/21/2026**

Phone number (Area code and number) **(979) 826-7707**

Enter a Phone number that can be called if additional information is necessary.

Complete this report and make the amount in Item 14 payable to:  
STATE COMPTROLLER

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS  
P.O. Box 149361  
Austin, Texas 78714-9361



# Civil Fees Supplement - REPEALED FEES ONLY -

a. Taxpayer number <b>1-74-6001079-0</b>	b. Filing period QUARTER ENDING <b>12-31-25</b>	c. <b>254</b>	d. Due date <b>01-31-26</b>
---	--	------------------	--------------------------------

e. Taxpayer name <b>WALLER CNTY</b>
--

DESCRIPTION — SEE INSTRUCTIONS —		COLUMN 1 Number (#) issued/filed	COLUMN 2 TOTAL COLLECTED	COLUMN 3 5% SERVICE FEE	COLUMN 4 AMOUNT DUE
1. Nondisclosure Fees	#	0	\$ 0.00	\$	1. \$ 0.00
2. Justice Courts Filing Fee - Indigents Legal Services	#	0	\$ 0.00	\$ 0.00	2. \$ 0.00
3. Statutory Probate Court	3a. Filing Fee - Indigents Legal Services	0	0.00	0.00	3a. 0.00
	3b. Judicial Fund - Filing Fee	0	0.00		3b. 0.00
4. Statutory County Court	4a. Filing Fee - Indigents Legal Services	00	0.00	0.00	4a. 0.00
	4b. Judicial Fund - Filing Fee	0	0.00		4b. 0.00
5. Constitutional County Court	5a. Filing Fee - Indigents Legal Services	0	0.00	0.00	5a. 0.00
	5b. Judicial Fund - Filing Fee	0	0.00		5b. 0.00
6. District Court	6a. Divorce & Family Law cases (Col. 3 is \$0.25 times Col. 1) ...	0	0.00	0.00	6a. 0.00
	6b. Other than Divorce/Family Law (Col. 3 is \$0.50 times Col. 1)	3	150.00	7.50	6b. 142.50
	6c. Indigents Legal Services (Sec. 133.152)	4	40.00	2.00	6c. 38.00
7. Judicial Support Fee	#	3	126.00		7. \$ 126.00
8. Judicial and Court Personnel Training Fee	#	42	210.00		8. \$ 210.00
9. Total Due (add this total on line 13 of Civil Fees Return, Form 40-141)					9. \$ 516.50





# Electronic Filing System - State Fund

a. T Code ■ 32480

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

c. County Identification Number  
■ 1-74-6001079-0

d. Report for quarter ending (mm/dd/yy)  
QUARTER ENDING 12-31-25

e. ■ 254

f. Due date of report  
02-02-26

g. County name and mailing address

WALLER COUNTY  
836 AUSTIN STREET STE 2200  
HEMPSTEAD TX 77445-9634

## h. IMPORTANT

Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ☐

i. ☐ j. ☐

## Government Code 51.851: Electronic Filing Fee

(b) In addition to other fees authorized or required by law, the clerk of the supreme court, a court of appeals, a district court, a county court, a statutory county court, or a statutory probate court shall collect a \$30 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852 (assessed as \$20 prior to Sept. 1, 2015). REPEALED for district court, county court, statutory county court and statutory probate court, effective January 1, 2022.

(c) In addition to other fees authorized or required by law, the clerk of a justice court shall collect a \$10 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852. REPEALED, effective January 1, 2022.

(d) Criminal costs REPEALED effective January 1, 2020. Costs assessed on offenses prior to January 1st are still to be reported and remitted when they are collected by the county.

Lines 1 - 3 are ONLY to be used for reporting collected filing fees, dated prior to January 1, 2022. See (b)(c) above. Per Local Government Code 133.058(d), no service fees are allowed.

## Filing Fees (Civil Cases)

1. District Court filing fees (@ \$30) .....	1. ■ \$	100.00
2. County Courts filing fees (Constitutional, Statutory and Statutory Probate Courts) (@ \$30) .....	2. ■ \$	0.00
3. Justice Courts filing fees (@ \$10) .....	3. ■ \$	0.00
4. Total amount of filing fees collected (All Courts) .....	4. ■ \$	100.00

## Criminal Costs on Convictions (\$5 in all courts - not assessed after Dec. 31, 2019)

5. District Court convictions .....	5. ■ \$	0.21
6. County Courts convictions (Constitutional and Statutory Courts) .....	6. ■ \$	0.00
7. Total amount of criminal costs collected (All Courts) .....	7. ■ \$	0.21
8. TOTAL AMOUNT DUE (Add Items 4 and 7) .....	8. \$	100.21

40-151  
(Rev.11-21/6)

\*\*\* DO NOT DETACH \*\*\*

9. TOTAL AMOUNT OF PAYMENT (Same as Item 8) .....	9. ■ \$	100.21
---	---------	--------

County name

WALLER COUNTY

k. ☐

l. ☐

■ T Code ■ County identification no. ■ Period

32470 17460010790 254 0

Complete this report and make the amount in Item 9 payable to:  
State Comptroller

Mail to: Comptroller of Public Accounts  
P.O. Box 149361  
Austin, TX 78714-9361

I, (type or print name) **JOAN BEATY** certify that the information above is true and correct as shown in the records of the reporting office of the county named.

Authorized agent

sign here

*Joan Beaty*

Title **County Treasurer**

Date **1/21/26**

Daytime phone (Area code and number)

**(979) 826-7707**

a. T Code ■ 32670



## SEXUAL ASSAULT / SUBSTANCE ABUSE PROGRAMS

c. County identification number ■ <b>1-74-6001079-0</b>	d. Report for quarter ending <b>12-31-25</b>	e. ■
f. Due date of report <b>2-2-26</b>		
g. <b>WALLER COUNTY</b> <b>836 AUSTIN ST STE 2000</b> <b>HEMPSTEAD TX 77445-9634</b>		
h. <b>IMPORTANT</b> Blacken this box if your address has changed. Show changes by the preprinted information. → <input type="checkbox"/> 1 <input type="checkbox"/>		
i. ■	j. ■	

### SEXUAL ASSAULT PROGRAM FUND (Code of Criminal Procedure Art. 42A.653)

If the court grants probation to a person convicted of an offense under Sections 21.08, 21.11, 22.021, 25.02, 25.06, 43.25 or 43.26 of the Penal Code, the court shall require as a condition of probation that the person pay to the supervising probation officer a fine of \$5 each month during the period of probation. This fine is in addition to court cost or any other fee or fine imposed on the person. A court clerk or a community supervision department shall deposit the fines collected under Subsection (e) to be sent to the Comptroller no later than the last day of the month following a calendar quarter. The Comptroller shall deposit these funds in the Sexual Assault Program Fund under Section 420.008 of the Government Code.

Use supplement pages to list all fines collected. Enter the total number of supplement pages included on line 1, and the total amount of fines due on all supplement pages on line 2.

1. Number of Supplement pages (for Sexual Assault Program fines)..... 1.....  
2. Total Fines Collected For Sexual Assault Program..... 2. ■ \$ **45.00**

### SUBSTANCE ABUSE FELONY PROGRAM--Residential Aftercare Program (Code of Criminal Procedure Art. 42A.303)

If a judge requires as a condition of community service that the defendant serve a term of confinement and treatment in a substance abuse treatment facility under this section, the judge shall also require as a condition of community supervision that on release from the facility the defendant:

- (1) participate in a drug or alcohol abuse continuum of care treatment plan; and
- (2) pay a reimbursement fee in an amount established by the judge for residential aftercare required as part of the treatment plan.

A court clerk or a community supervision department shall deposit the payments made by defendants required to pay residential aftercare fees (under Subsection (c) (2)), to be sent to the Comptroller no later than the last day of the month following a calendar quarter.

Use supplement pages to list all fees collected. Enter the total number of supplement pages included on line 3, and the total amount of fees due on all supplement pages on line 4.

3. Number of Supplement pages (for Substance Abuse Felony Program fees)..... 3..... 0  
4. Total Fees Collected for Substance Abuse Felony Program..... 4. ■ \$ **0.00**

5. TOTAL FINES AND FEES DUE FOR THIS PERIOD (Total of Item 2 and Item 4)..... 5. ■ \$ **0.00**

\*\*\* DO NOT DETACH \*\*\* DO NOT DETACH \*\*\* DO NOT DETACH \*\*\*

6. TOTAL AMOUNT DUE AND PAYABLE (Same as Item 5)..... 6. ■ \$ **45.00**

County name <b>WALLER COUNTY</b>	k. ■	l. ■
-------------------------------------	---------	---------

■ T Code    ■ County identification no.    ■ Period

**32660    1-74-6001079-**

For assistance call 800-531-5441, ext. 3-4276.  
The Austin number is 512-463-4276.

Complete this report and make the amount in Item 6 payable to: <b>STATE COMPTROLLER</b>
Mail to: <b>COMPTROLLER OF PUBLIC ACCOUNTS</b> <b>P.O. Box 149361</b> <b>Austin, Texas 78714-9361</b>

I, (type or print name) <b>JOAN BEATY</b> certify that the information above is true as shown in the records of the Treasury of the county named.	
Authorized agent	
sign here	
Title <b>County Treasurer</b>	Date <b>01-21-2026</b>
Daytime phone (Area code and number) <b>(979) 826-7707</b>	





# Specialty Court Program Account

a. T Code ■ 32260

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

c. County Identification Number  
■ 1-74-6001079-0

d. Report for quarter ending (mm/dd/yy)  
QUARTER ENDING 12-31-25

e. ■  
f. Due date of report  
2-2-26

g. County name and mailing address

JOAN BEATY  
WALLER COUNTY  
836 AUSTIN ST STE 2200  
HEMPSTEAD, TX 77445-9634

## h. IMPORTANT

Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ☐

i. ☐ j. ☐

A specialty court is defined in Gov. Code 772.0061(2)(A-D) as: Gov. Code, Chapter 122, family drug court program; Chapter 123, drug court program; Chapter 124, veterans court program; and Chapter 125, a mental health court program.

Code of Criminal Procedures Article 102.0178; **Costs Attendant to Certain Intoxication and Drug Convictions.**

REPEALED EFFECTIVE JANUARY 1, 2020 - USE THIS FORM TO REPORT PREVIOUSLY ASSESSED COSTS THAT ARE COLLECTED AFTER JANUARY 1, 2020.

(a) In addition to other costs on conviction, a person shall pay \$60 (Previously Drug Court Program Account, \$50 for offenses between 6/15/07-12/31/09 or \$60 for offenses on or after 1/1/10-8/31/2013) as a cost of court on conviction of an offense punishable as a Class B misdemeanor or any higher category of offense under:

- (1) Chapter 49, Penal code (Intoxication and Alcoholic Beverage Offenses); or
- (2) Chapter 481, Health and Safety Code (Texas Controlled Substance Act).

(e) A county is entitled to:

- (1) if the custodian of the county treasury complies with subsection (d), retain 10 percent of the funds collected under this article by an officer of the county during the calendar quarter as a service fee; and
- (2) if the county has established a drug court program or establishes a drug court program before the expiration of the calendar quarter, retain in addition to the 10 percent authorized by Subdivision (1) another 50 percent of the funds collected under this article to be used exclusively for the maintenance of drug court programs operated within the county.

County treasurers should use this form to report their county's collections of this court cost and to submit payment of the appropriate portion of these costs, for collections of costs assessed prior to the repeal of Code of Criminal Procedures Art. 102.0178 on January 1, 2020. No return is required if there are no collections to report.

1. Total amount of specialty court program fees collected	1. ■ \$	0.00
2. Amount retained ( 50%) for established specialty court programs within the county (per CCP 102.0178(e)(2), 50% of Item 1, if applicable)	2. ■ \$	0.00
3. Allowable service fee for timely filing (per CCP 102.0178(e)(1), 10% of Item 1, if applicable)	3. ■ \$	0.00
4. AMOUNT DUE THE STATE (Subtract Items 2 and 3 from Item 1.)	4. ■ \$	0.00
*** DO NOT DETACH ***		
5. TOTAL AMOUNT OF PAYMENT (Same as Item 4)	5. ■ \$	0.00

40-147  
(Rev.8-19/7)

County name  
**WALLER COUNTY**

k. ☐ l. ☐

■ T Code ■ County identification no. ■ Period

32080

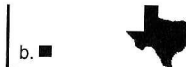
Complete this report and make the amount in Item 5 payable to:  
**State Comptroller**

Mail to: Comptroller of Public Accounts  
P.O. Box 149361  
Austin, TX 78714-9361

I, (type or print name) **JOAN BEATY** certify that the information above is true and correct as shown in the records of the reporting office of the county named.

Authorized agent  
**sign here** *Joan Beaty*  
Title **County Treasurer** Date **1/21/26**  
Daytime phone (Area code and number) **(979) 826-7707**





# Child Safety Seat and Seat Belt Violation Fines

a. T Code ■ 32170

c. City/County Identification Number  
■ 1-74-6001079-0

d. Report for fiscal year ending  
12/31/2025

f. Due date of report  
1-30-2026

g. City/County name and mailing address  
**JOAN BEATY  
WALLER COUNTY  
836 AUSTIN ST STE 2200  
HEMPSTEAD, TX 77445-9634**

h. IMPORTANT  
Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ☐

i. ☐ j. ☐

*You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.*

☐ Please check if fiscal year has changed from previous report

• Report must be filed even if no payment is due.

Transportation Code, Sections 545.412 (h) and 545.413 (b) and (j)

Notwithstanding Section 542.402(a), a municipality or county, at the end of the municipality or county's fiscal year, shall send to the Comptroller an amount equal to 50 percent of the fines collected by the municipality or the county for violations of sections 545.412 and 545.413 (b).

Municipal and county officials should use this form to submit payment of 50 percent of the fines collected on these violations during their fiscal year. This report is due 30 days after the end of the city or county's fiscal year.

1. Total amount of fines collected ..... 1. \$ 5,365.54

X .50

2. Total amount of fines due the state (Multiply amount in Item 1 by .50) ..... 2. 2,682.77

40-138 (Rev. 1-19/8) \*\*\* DO NOT DETACH \*\*\*

3. TOTAL AMOUNT OF PAYMENT (Same as Item 2) ..... 3. \$ 2,682.77

City/County name  
**WALLER COUNTY**

■ T Code ■ Identification no. ■ Period

32060 1-74-6001079-

k. ☐ l. ☐

Complete this report and make the amount in Item 3 payable to:  
**State Comptroller**  
Mail to: Comptroller of Public Accounts  
P.O. Box 149361  
Austin, TX 78714-9361

I, (type or print name) **JOAN BEATY** certify that the information above is true as shown in the records of the city or county named.  
Authorized agent  
**sign here** *Joan Beaty*  
Title **TREASURER** Date **01-21-26**  
Daytime phone (Area code and number) **979-826-7707**

**Monthly Report of Joan Beaty, Waller County Treasurer**  
**DECEMBER 2025**



**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 priorities. 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 within and foregoing report is true and correct to the best of her knowledge.

Filing with accompanying vouchers this

**21st day of January, 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, CIO, COT  
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 statutes 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)} \$185,359,252.39 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

## DECEMBER 2025

Item 6.

Fund	Beginning Balance	Total Received	Total Disbursed	Adjustments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
101 Voter Reg/Chapter 19	\$6,076.18	\$11.33	\$0.00	\$0.00	\$6,087.51	\$0.00	\$0.00	\$6,087.51
108 Elections	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193,129.55	\$0.00	\$193,129.55
110 Road & Bridge	\$618,759.01	\$688,632.65	\$1,237,613.23	\$2,921.27	\$72,699.70	\$0.00	\$9,167,135.64	\$9,239,835.34
111 Law Library	\$3,236.02	\$3,701.50	\$6,937.52	\$0.00	\$0.00	\$315,541.76	\$0.00	\$315,541.76
112 Title IV Juv. Justice	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,974.29	\$0.00	\$103,974.29
113 DC Recs. Pres.	\$25.51	\$182.52	\$208.03	\$0.00	\$0.00	\$29,914.98	\$0.00	\$29,914.98
114 County RMPF	\$3,762.23	\$3,540.00	\$7,302.23	\$0.00	\$0.00	\$195,723.86	\$0.00	\$195,723.86
115 CC Recs. Pres.	\$16,877.96	\$18,665.62	\$35,543.58	\$0.00	\$0.00	\$354,236.56	\$0.00	\$354,236.56
116 CC Preservation	\$181.25	\$227.00	\$408.25	\$0.00	\$0.00	\$40,928.39	\$0.00	\$40,928.39
117 Courthouse Security	\$5,770.38	\$5,091.16	\$10,861.54	\$0.00	\$0.00	\$328,487.68	\$0.00	\$328,487.68
118 Graffiti	\$0.12	\$0.00	\$0.12	\$0.00	\$0.00	\$1,059.09	\$0.00	\$1,059.09
119 JP Technology	\$2,255.23	\$2,278.20	\$4,533.43	\$0.00	\$0.00	\$96,237.51	\$0.00	\$96,237.51
120 DC/Child Abuse Prev	\$0.00	\$2.87	\$2.87	\$0.00	\$0.00	\$1,867.41	\$0.00	\$1,867.41
121 Family Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,404.68	\$0.00	\$43,404.68
122 Guardianship	-\$4,698.15	\$4,808.15	\$110.00	\$0.00	\$0.00	\$54,027.40	\$0.00	\$54,027.40
123 Justice Crt. Sec.	\$20.12	\$21.19	\$41.31	\$0.00	\$0.00	\$27,207.21	\$0.00	\$27,207.21
124 CC-Technology	\$44.13	\$55.28	\$99.41	\$0.00	\$0.00	\$9,812.40	\$0.00	\$9,812.40
125 General	\$1,043,337.50	\$5,909,293.18	\$6,345,359.28	\$36,908.73	\$644,180.13	\$34,828,778.47	\$18,954,282.55	\$54,427,241.15
126 DC-Technology	\$3.28	\$34.87	\$38.15	\$0.00	\$0.00	\$4,886.29	\$0.00	\$4,886.29
127 CC-RPD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,806.97	\$0.00	\$39,806.97
128 DC-RPD	\$10.01	\$10.00	\$20.01	\$0.00	\$0.00	\$32,293.73	\$0.00	\$32,293.73
129 DA Pretrial Div. Fee	\$2,708.49	\$6,206.14	\$5,616.27	\$0.00	\$3,298.36	\$74,327.60	\$0.00	\$77,625.96
131 Juv. Case Manager	\$2,164.95	\$34.31	\$0.00	\$0.00	\$2,199.26	\$0.00	\$0.00	\$2,199.26
132 Fire Marshal Fund	\$69,393.33	\$127.67	\$909.80	\$0.00	\$68,611.20	\$0.00	\$0.00	\$68,611.20
135 Court Facility	\$85,356.98	\$2,278.20	\$0.00	\$0.00	\$87,635.18	\$0.00	\$0.00	\$87,635.18
137 Justice Crt. Support	\$126,385.10	\$3,641.95	\$0.00	\$0.00	\$130,027.05	\$0.00	\$0.00	\$130,027.05
181 Available School	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$752,763.77	\$752,763.77
186 Ogg Trust	\$20,396.52	\$38.02	\$0.00	\$0.00	\$20,434.54	\$0.00	\$0.00	\$20,434.54
191 Narcotic Program	\$10.69	\$0.00	\$0.00	\$0.00	\$10.69	\$0.00	\$0.00	\$10.69
192 Federal Forfeiture	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151,566.52	\$0.00	\$151,566.52
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	-\$30,046.97	\$0.00	\$5,960.12	\$0.00	-\$36,007.09	\$0.00	\$0.00	-\$36,007.09
234 STEP CMV-00029	-\$9,173.23	\$3,224.21	\$4,010.58	\$0.00	-\$9,959.60	\$0.00	\$0.00	-\$9,959.60
235 STEP COMP-00094	-\$22,417.47	\$7,193.12	\$2,464.10	\$0.00	-\$17,688.45	\$0.00	\$0.00	-\$17,688.45
241 ARPA Grant	\$101,396.24	\$0.00	\$3,816.54	\$0.00	\$97,579.70	\$0.00	\$0.00	\$97,579.70
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	\$28,035.49	\$28,035.49	\$0.00	-\$25.80	\$0.00	\$0.00	-\$25.80
246 CDBG-MIT Prairie View	\$0.00	\$122,327.04	\$122,327.04	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
311 Formula Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
318 TJJD-A	\$140,900.24	\$61,582.00	\$20,447.78	\$0.00	\$182,034.46	\$0.00	\$0.00	\$182,034.46
324 SB22 Grant - DA	\$12,476.11	\$0.00	\$21,297.93	\$0.00	-\$8,821.82	\$0.00	\$0.00	-\$8,821.82
325 SB22 Grant - SO	\$15,020.63	\$0.00	\$41,533.72	\$0.00	-\$26,513.09	\$0.00	\$0.00	-\$26,513.09
326 HGAC Recycle Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$37,300.00	\$291,866.30	\$329,166.30	\$0.00	\$0.00	\$0.00	\$1,493,318.55	\$1,493,318.55
604 Co. Courthouse Project	\$0.00	\$924,218.76	\$924,218.76	-\$40,000.00	-\$40,000.00	\$0.00	\$4,699,609.38	\$4,659,609.38
605 Mobility Bond Ser 2024	\$0.00	\$1,182,025.42	\$1,182,025.42	\$0.00	\$0.00	\$0.00	\$101,647,748.64	\$101,647,748.64
606 Tax Notes, Series 2025	\$0.00	\$154,920.82	\$154,920.82	\$0.00	\$0.00	\$0.00	\$9,576,692.88	\$9,576,692.88
999 Payroll	\$595,702.47	\$2,978,873.39	\$2,976,043.24	\$0.00	\$598,532.62	\$0.00	\$0.00	\$598,532.62
<b>Totals</b>	<b>\$3,015,392.41</b>	<b>\$12,403,148.36</b>	<b>\$13,471,872.87</b>	<b>-\$170.00</b>	<b>\$1,946,497.90</b>	<b>\$36,927,212.35</b>	<b>\$146,291,551.41</b>	<b>\$185,165,261.66</b>
Plus Outstanding Checks					\$2,475,461.35			
<b>Treasurer's Bank Balance</b>					<b>\$4,421,959.25</b>			
PB Statement Balance					\$4,421,959.25			
<b>Reconciled Bank Balance</b>					<b>\$4,421,959.25</b>			

# Monthly Report of Joan Beaty, Waller County Treasurer

## DECEMBER 2025

Item 6.

### Miscellaneous Accounts

Fund	Beginning Balance	Total Received	Total Disbursed	Adjustments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
188 Dismuke Estate	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>	\$77,163.11	\$0.00	<b>\$77,163.11</b>
			Bank Statement Balance		\$0.00			
189 Hospital Trust	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>	\$3,568.06	\$0.00	<b>\$3,568.06</b>
			Bank Statement Balance		\$0.00			
238 GLO Buyout/Acq Grant	\$375.34	\$0.24	\$0.00	\$0.00	<b>\$375.58</b>	\$0.00	\$0.00	<b>\$375.58</b>
			Add Outstanding Checks		\$0.00			
			Bank Statement Balance		\$375.58			
239 GLO Infrastructure Grant	\$0.26	\$0.00	\$0.00	\$0.00	<b>\$0.26</b>	\$0.00	\$0.00	<b>\$0.26</b>
			Add Outstanding Checks		\$0.00			
			Bank Statement Balance		\$0.26			
801 JP1 Report Acct	\$24,368.55	\$50,457.60	\$46,980.95	\$0.00	<b>\$27,845.20</b>	\$0.00	\$0.00	<b>\$27,845.20</b>
			Bank Statement Balance		\$27,845.20			
802 JP2 Report Acct	\$7,217.44	\$27,151.79	\$29,311.10	\$0.00	<b>\$5,058.13</b>	\$0.00	\$0.00	<b>\$5,058.13</b>
			Bank Statement Balance		\$5,058.13			
803 JP3 Report Acct	\$6,993.12	\$3.54	\$2,013.00	\$0.00	<b>\$4,983.66</b>	\$0.00	\$0.00	<b>\$4,983.66</b>
			Bank Statement Balance		\$4,983.66			
804 JP4 Report Acct	\$18,099.11	\$45,509.83	\$35,270.30	\$0.00	<b>\$28,338.64</b>	\$0.00	\$0.00	<b>\$28,338.64</b>
			Bank Statement Balance		\$28,338.64			
805 DC E-Filing	\$5,500.04	\$11,422.05	\$15,662.60	\$0.00	<b>\$1,259.49</b>	\$0.00	\$0.00	<b>\$1,259.49</b>
			Bank Statement Balance		\$1,259.49			
807 CC Recording Fee	\$20,491.33	\$53,644.12	\$60,882.00	\$0.00	<b>\$13,253.45</b>	\$0.00	\$0.00	<b>\$13,253.45</b>
			Bank Statement Balance		\$13,253.45			
808 CC Credit Card	\$3,698.08	\$14,262.50	\$15,826.50	\$0.00	<b>\$2,134.08</b>	\$0.00	\$0.00	<b>\$2,134.08</b>
			Bank Statement Balance		\$2,134.08			
810 CC E-Filing	\$10,169.47	\$6,563.77	\$8,311.00	\$0.00	<b>\$8,422.24</b>	\$0.00	\$0.00	<b>\$8,422.24</b>
			Bank Statement Balance		\$8,422.24			
811 DC Credit Card	\$3,707.03	\$8,888.12	\$11,773.20	\$0.00	<b>\$821.95</b>	\$0.00	\$0.00	<b>\$821.95</b>
			Bank Statement Balance		\$821.95			
812 R&B Credit Card	\$40,682.00	\$74,663.97	\$102,421.65	\$0.00	<b>\$12,924.32</b>	\$0.00	\$0.00	<b>\$12,924.32</b>
			Bank Statement Balance		\$12,924.32			
814 FM Credit Card	\$4,944.12	\$11,576.92	\$14,784.45	\$0.00	<b>\$1,736.59</b>	\$0.00	\$0.00	<b>\$1,736.59</b>
			Bank Statement Balance		\$1,736.59			
815 Environmental Cr Card	\$7,245.95	\$7,972.57	\$12,705.00	\$0.00	<b>\$2,513.52</b>	\$0.00	\$0.00	<b>\$2,513.52</b>
			Bank Statement Balance		\$2,513.52			
816 JP1 Efile	\$1,136.34	\$891.67	\$1,129.00	\$0.00	<b>\$899.01</b>	\$0.00	\$0.00	<b>\$899.01</b>
			Bank Statement Balance		\$899.01			
817 JP2 Efile	\$34.32	\$1,017.13	\$1,050.00	\$0.00	<b>\$1.45</b>	\$0.00	\$0.00	<b>\$1.45</b>
			Bank Statement Balance		\$1.45			
818 JP3 Efile	\$3,603.31	\$2,305.61	\$3,605.00	\$0.00	<b>\$2,303.92</b>	\$0.00	\$0.00	<b>\$2,303.92</b>
			Bank Statement Balance		\$2,303.92			
819 JP4 Efile	\$479.35	\$1,068.23	\$1,269.00	\$0.00	<b>\$278.58</b>	\$0.00	\$0.00	<b>\$278.58</b>
			Bank Statement Balance		\$278.58			
820 Treasurer Credit Card	\$74.64	\$5,334.66	\$5,299.81	\$0.00	<b>\$109.49</b>	\$0.00	\$0.00	<b>\$109.49</b>
			Bank Statement Balance		\$109.49			

**WALLER COUNTY**  
**INVESTMENT PORTFOLIO FOR MONTH ENDING**  
**DECEMBER 2025**

Item 6.

**ACTIVITY**

FINANCIAL INSTRUMENT AND INVESTED FUND	PURCHASE PRICE	MTD YIELD	BEGINNING BALANCE	TRANSFERS	MTD INTEREST	ENDING BALANCE
<b>TEXAS CLASS INVESTMENTS</b>						
125-General	\$18,648,851.96	3.9690%	\$18,648,851.96	\$241,869.03	\$63,561.56	\$18,954,282.55
110-R&B	\$9,435,695.91	3.9690%	\$9,435,695.91	(\$300,000.00)	\$31,439.73	\$9,167,135.64
515-Debt Service	\$1,160,277.77	3.9690%	\$1,160,277.77	\$328,666.30	\$4,374.48	\$1,493,318.55
181-Permanent School	\$750,230.85	3.9690%	\$750,230.85	\$0.00	\$2,532.92	\$752,763.77
604-Co Courthouse Project	\$5,606,207.59	3.9690%	\$5,606,207.59	(\$924,218.76)	\$17,620.55	\$4,699,609.38
605-Mobility Bond 2024	\$102,485,795.75	3.9690%	\$102,485,795.75	(\$1,182,025.42)	\$343,978.31	\$101,647,748.64
606-Tax Notes, Series 2025	\$9,940,735.03	3.9690%	\$9,940,735.03	(\$396,789.85)	\$32,747.70	\$9,576,692.88
<b>TEXPOOL INVESTMENTS</b>						
108-Elections	\$192,503.82	3.8270%	\$192,503.82	\$0.00	\$625.73	\$193,129.55
111-Law Library	\$308,189.48	3.8270%	\$308,189.48	\$6,349.89	\$1,002.39	\$315,541.76
112-Title IV Juvenile Justice	\$103,637.45	3.8270%	\$103,637.45	\$0.00	\$336.84	\$103,974.29
113-RPF District Clerk	\$29,610.69	3.8270%	\$29,610.69	\$208.03	\$96.26	\$29,914.98
114-County RMPF	\$187,810.40	3.8270%	\$187,810.40	\$7,302.23	\$611.23	\$195,723.86
115-RPF County Clerk	\$319,868.68	3.8270%	\$319,868.68	\$33,324.72	\$1,043.16	\$354,236.56
116-CC Preservation	\$40,388.79	3.8270%	\$40,388.79	\$408.25	\$131.35	\$40,928.39
117-Courthouse Security	\$316,595.98	3.8270%	\$316,595.98	\$10,861.54	\$1,030.16	\$328,487.68
118-Graffiti	\$1,055.54	3.8270%	\$1,055.54	\$0.12	\$3.43	\$1,059.09
119-JP Technology	\$92,004.63	3.8270%	\$92,004.63	\$3,933.43	\$299.45	\$96,237.51
120-DC Child Abuse Prev.	\$1,858.54	3.8270%	\$1,858.54	\$2.87	\$6.00	\$1,867.41
121-Family Protect Fee	\$43,264.06	3.8270%	\$43,264.06	\$0.00	\$140.62	\$43,404.68
122-Guardianship	\$58,106.14	3.8270%	\$58,106.14	(\$4,258.15)	\$179.41	\$54,027.40
123-Justice Court Security	\$27,077.91	3.8270%	\$27,077.91	\$41.31	\$87.99	\$27,207.21
124-CC Technology	\$9,681.51	3.8270%	\$9,681.51	\$99.41	\$31.48	\$9,812.40
125-General	\$38,709,978.33	3.8270%	\$38,709,978.33	(\$4,000,000.00)	\$118,800.14	\$34,828,778.47
126-DC Technology	\$4,832.41	3.8270%	\$4,832.41	\$38.15	\$15.73	\$4,886.29
127-CC RP Digitizing	\$39,678.00	3.8270%	\$39,678.00	\$0.00	\$128.97	\$39,806.97
128-DC RP Digitizing	\$32,169.14	3.8270%	\$32,169.14	\$20.01	\$104.58	\$32,293.73
129-DA Pretrial Diversion	\$74,086.83	3.8270%	\$74,086.83	\$0.00	\$240.77	\$74,327.60
188-Dismuke	\$76,913.15	3.8270%	\$76,913.15	\$0.00	\$249.96	\$77,163.11
189-Hospital	\$3,556.47	3.8270%	\$3,556.47	\$0.00	\$11.59	\$3,568.06
192-Federal Forfeiture	\$151,075.46	3.8270%	\$151,075.46	\$0.00	\$491.06	\$151,566.52
<b>TOTALS</b>	<b>\$188,851,738.27</b>		<b>\$188,851,738.27</b>	<b>(\$6,174,166.89)</b>	<b>\$621,923.55</b>	<b>\$183,299,494.93</b>

**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 3.61%
4. THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: \$183,299,494.93
5. PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: \$45,587,977.68  
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
	<u>\$0.00</u>	<u>\$0.00</u>

**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
	<u>\$71,265,000.00</u>	<u>\$25,018,149.70</u>

Treasurer's Record of Unpaid Claims	As of 12/31/2025		
	Date Registered	Reg #	Amount Registered
Vendors			
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
PAPE-DAWSON ENGINEERS	01/09/25	19794	\$ 1,930.50
PAPE-DAWSON ENGINEERS	01/09/25	19796	\$ 4,752.00
TAE4-HYDP DISTRICT 9	01/16/25	20014	\$ 110.00
WAUKESHA-PEARCE INDUSTRIES, LLC	02/28/25	21269	\$ 60,106.00
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
WAUKESHA-PEARCE INDUSTRIES, LLC	06/30/25	24796	\$ 74,723.00
TRAVIS COUNTY CLERK	08/06/25	25873	\$ 607.00
TEXAS STAR TRANSPORT, LLC	08/07/25	25963	\$ 3,016.15
SCHMIDT FUNERAL HOME	08/07/25	26059	\$ 2,495.00
GRANTWORKS, INC	09/04/25	26722	\$ 6,160.77
WALLER COUNTY ECONOMIC DEV.	09/10/25	27010	\$ 75,000.00
CITIBANK, N.A	09/18/25	27177	\$ 2,016.98
GFT INFRASTRUCTURE INC	09/22/25	27290	\$ 151,574.98
GALLS, LLC	09/23/25	27357	\$ 192.68
INNOVATIVE COMMUNICATION SYSTEMS	09/23/25	27388	\$ 950.00
QUIDDITY	09/24/25	27445	\$ 10,999.00
SOUTHERN SOFTWARE, INC.	09/25/25	27454	\$ 2,185.00
BECKWORTH, BENJAMIN	09/26/25	27532	\$ 3,070.00
VERIZON	10/01/25	27603	\$ 37.99
XEROX CORPORATION	10/08/25	27744	\$ 379.73
XEROX CORPORATION	10/08/25	27745	\$ 555.07
L&W SUPPLYE CORPORATION	10/08/25	27795	\$ 3,116.25
UNITED AG & TURF	10/08/25	27811	\$ (16.74)
XEROX CORPORATION	10/10/25	27873	\$ 262.77
XEROX CORPORATION	10/15/25	27918	\$ 394.33
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
XEROX CORPORATION	11/10/25	28473	\$ 332.78
TAC SECURITY	11/12/25	28599	\$ 790.00
TAC SECURITY	11/12/25	28601	\$ 320.00
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
XEROX CORPORATION	11/17/25	28741	\$ 245.47
XEROX CORPORATION	11/17/25	28749	\$ 272.43
XEROX CORPORATION	11/17/25	28750	\$ 436.63
HOMETOWN HARDWARE	11/17/25	28765	\$ 26.58
HOMETOWN HARDWARE	11/17/25	28766	\$ 48.98
HOMETOWN HARDWARE	11/17/25	28767	\$ 27.17
REDICARPET	11/18/25	28836	\$ 263.09
REDICARPET	11/18/25	28837	\$ 12,350.92
CITIBANK N.A	11/18/25	28858	\$ 40.46
INDUSTRIAL SCALE & MEASUREMENT	11/19/25	28898	\$ 15,363.95
CITY ELECTRIC SUPPLY	11/19/25	29002	\$ 331.83
CITY ELECTRIC SUPPLY	11/19/25	29003	\$ 171.96
AMERICAN PATRIOT INDUSTRIES	11/20/25	29023	\$ 1,643.07
HOMETOWN HARDWARE	11/20/25	29035	\$ 219.40
LINKAS LLC	11/25/25	29167	\$ 300.00
TRINICOM COMMUNICATIONS, LLC	12/01/25	29230	\$ 107.49
ULINE SHIPPING SUPPLY SPECIALISTS	12/02/25	29277	\$ 757.90
BROOKSHIRE M.W.D	12/02/25	29281	\$ 49.75
HOMETOWN HARDWARE	12/03/25	29311	\$ 212.13
HOMETOWN HARDWARE	12/03/25	29312	\$ 58.98



Treasurer's Record of Unpaid Claims	As of 12/31/2025		
	Date Registered	Reg #	Amount Registered
HOMETOWN HARDWARE	12/03/25	29313	\$ 615.89
HOMETOWN HARDWARE	12/03/25	29314	\$ 131.99
HOMETOWN HARDWARE	12/03/25	29315	\$ 299.98
HART INTERCIVIC, INC	12/03/25	29326	\$ 834.37
ODP BUSINESS SOLUTIONS, LLC	12/03/25	29356	\$ 2,099.92
XEROX CORPORATION	12/03/25	29367	\$ 598.44
XEROX CORPORATION	12/03/25	29368	\$ 297.38
XEROX CORPORATION	12/03/25	29369	\$ 142.28
XEROX CORPORATION	12/03/25	29370	\$ 288.57
XEROX CORPORATION	12/03/25	29371	\$ 202.35
XEROX CORPORATION	12/03/25	29372	\$ 222.42
XEROX CORPORATION	12/03/25	29373	\$ 295.81
FORT BEND MEDICAL EXAMINER	12/03/25	29374	\$ 2,600.00
STEVENSON ENTERPRISES	12/04/25	29412	\$ 539.77
SCHMIDT FUNERAL HOME	12/08/25	29470	\$ 1,175.00
SCHMIDT FUNERAL HOME	12/08/25	29471	\$ 1,175.00
TAC SECURITY	12/08/25	29486	\$ 540.00
HOMETOWN HARDWARE	12/08/25	29498	\$ 35.96
GRANICUS	12/08/25	29502	\$ 5,659.34
UES PROFESSIONAL SOLUTIONS 44	12/08/25	29503	\$ 1,176.00
HOMETOWN HARDWARE	12/08/25	29504	\$ 57.98
WAUKESHA-PEARCE INDUSTRIES, LLC	12/08/25	29507	\$ 4,800.00
WILSON BAUHAUS INTERIORS	12/09/25	29514	\$ 135,608.63
WILSON BAUHAUS INTERIORS	12/09/25	29515	\$ 145,755.76
WILSON BAUHAUS INTERIORS	12/09/25	29516	\$ 122,954.69
CHANEY, CAROL	12/09/25	29527	\$ 251.15
ULINE SHIPPING SUPPLY SPECIALISTS	12/09/25	29540	\$ 9,648.49
XEROX CORPORATION	12/09/25	29541	\$ 267.88
XEROX CORPORATION	12/09/25	29542	\$ 373.78
XEROX CORPORATION	12/09/25	29543	\$ 287.69
J&M CABLING SOLUTIONS	12/11/25	29567	\$ 4,305.00
QUADIENT	12/11/25	29580	\$ 511.59
SEDALCO, INC	12/11/25	29582	\$ 14,993.00
HOMETOWN HARDWARE	12/11/25	29592	\$ 178.69
HOMETOWN HARDWARE	12/11/25	29594	\$ 19.98
MID-AMERICAN RESEARCH CHEMICAL	12/15/25	29607	\$ 1,391.75
MCCALL, ROSS	12/15/25	29646	\$ 870.35
NAPA AUTO PARTS	12/15/25	29657	\$ (191.99)
NAPA AUTO PARTS	12/15/25	29658	\$ (41.64)
KIMBALL MIDWEST	12/15/25	29664	\$ (687.18)
HOMETOWN HARDWARE	12/15/25	29676	\$ 36.01
HOMETOWN HARDWARE	12/15/25	29677	\$ 18.31
SCHMIDT FUNERAL HOME	12/15/25	29681	\$ 1,175.00
JOHNSTONE SUPPLY	12/15/25	29683	\$ 746.13
AMERICAN WATER SYSTEMS	12/15/25	29685	\$ 5,041.00
AMAZON CAPITAL SERVICES	12/15/25	29690	\$ 377.47
QUILL COROPORATION	12/15/25	29697	\$ 121.56
QUILL COROPORATION	12/15/25	29698	\$ 2,213.70
QUILL COROPORATION	12/15/25	29699	\$ 198.32
QUILL COROPORATION	12/15/25	29700	\$ 509.97
QUILL COROPORATION	12/15/25	29701	\$ 229.95
GFT INFRASTRUCTURE INC	12/15/25	29703	\$ 159,947.95
GFT INFRASTRUCTURE INC	12/15/25	29704	\$ 68,398.35
KCI TECHNOLOGIES	12/15/25	29705	\$ 513,971.04
HOMETOWN HARDWARE	12/15/25	29715	\$ 17.45
HOMETOWN HARDWARE	12/15/25	29716	\$ 66.93
ODP BUSINESS SOLUTIONS, LLC	12/15/25	29717	\$ 1,107.90
ODP BUSINESS SOLUTIONS, LLC	12/15/25	29719	\$ 294.79
ODP BUSINESS SOLUTIONS, LLC	12/15/25	29721	\$ 77.36
ODP BUSINESS SOLUTIONS, LLC	12/15/25	29722	\$ 31.49
ODP BUSINESS SOLUTIONS, LLC	12/15/25	29723	\$ 82.50
ODP BUSINESS SOLUTIONS, LLC	12/15/25	29727	\$ 1,047.09
ODP BUSINESS SOLUTIONS, LLC	12/15/25	29728	\$ 733.99
UNITED AG & TURF	12/15/25	29736	\$ 11,553.00
INNOVATIVE COMMUNICATION SYSTEMS	12/15/25	29737	\$ (437.50)
XEROX CORPORATION	12/16/25	29743	\$ 237.19
XEROX CORPORATION	12/16/25	29745	\$ 275.10
XEROX CORPORATION	12/16/25	29746	\$ 124.73
XEROX CORPORATION	12/16/25	29747	\$ 413.30
XEROX CORPORATION	12/16/25	29748	\$ 273.33
XEROX CORPORATION	12/16/25	29749	\$ 563.93
XEROX CORPORATION	12/16/25	29751	\$ 201.28

Treasurer's Record of Unpaid Claims	As of 12/31/2025		
	Date Registered	Reg #	Amount Registered
Vendors			
XEROX CORPORATION	12/16/25	29752	\$ 312.25
XEROX CORPORATION	12/16/25	29753	\$ 375.90
XEROX CORPORATION	12/16/25	29754	\$ 176.74
RICOH USA INC.	12/16/25	29755	\$ 130.12
VERIZON	12/16/25	29760	\$ 37.99
EDMONDS INSURANCE AGENCY	12/16/25	29763	\$ 33.06
THE HOME DEPOT	12/16/25	29765	\$ 2,246.03
PRECISION PRINTING	12/16/25	29766	\$ 114.81
PRECISION PRINTING	12/16/25	29767	\$ 44.09
PRECISION PRINTING	12/16/25	29768	\$ 20.34
PRECISION PRINTING	12/16/25	29769	\$ 43.19
PRECISION PRINTING	12/16/25	29770	\$ 238.98
PRECISION PRINTING	12/16/25	29771	\$ 30.00
LOWE'S	12/16/25	29772	\$ 922.34
TIM O'BRIEN INSURANCE AGENCY	12/16/25	29773	\$ 50.00
TEXAS STAR TRANSPORT, LLC	12/16/25	29783	\$ 830.97
LAROCHE	12/16/25	29790	\$ 9,523.40
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29793	\$ 319.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29794	\$ 502.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29795	\$ 115.56
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29796	\$ 122.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29797	\$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29798	\$ 108.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29799	\$ 127.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29800	\$ 99.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29801	\$ 51.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29802	\$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29803	\$ 267.48
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29804	\$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29805	\$ 94.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29806	\$ 112.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29807	\$ 101.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29808	\$ 102.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29809	\$ 122.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29810	\$ 719.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29811	\$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29812	\$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29813	\$ 245.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/22/25	29814	\$ 85.00
TEXAS STAR TRANSPORT, LLC	12/22/25	29815	\$ 2,484.08
TEXAS STAR TRANSPORT, LLC	12/22/25	29816	\$ 2,355.56
TEXAS STAR TRANSPORT, LLC	12/22/25	29817	\$ 2,254.46
TEXAS STAR TRANSPORT, LLC	12/22/25	29818	\$ 2,999.43
TEXAS STAR TRANSPORT, LLC	12/22/25	29819	\$ 2,503.31
TEXAS STAR TRANSPORT, LLC	12/22/25	29820	\$ 3,161.64
TEXAS STAR TRANSPORT, LLC	12/22/25	29821	\$ 1,588.22
TEXAS STAR TRANSPORT, LLC	12/22/25	29822	\$ 3,274.41
TEXAS STAR TRANSPORT, LLC	12/22/25	29823	\$ 3,282.63
TEXAS STAR TRANSPORT, LLC	12/22/25	29824	\$ 3,022.42
NAPA AUTO PARTS	12/22/25	29825	\$ 107.76
NAPA AUTO PARTS	12/22/25	29826	\$ 6,224.93
NAPA AUTO PARTS	12/22/25	29827	\$ 76.74
NAPA AUTO PARTS	12/22/25	29828	\$ 47.92
NAPA AUTO PARTS	12/22/25	29829	\$ 4.94
NAPA AUTO PARTS	12/22/25	29830	\$ 406.88
NAPA AUTO PARTS	12/22/25	29831	\$ 587.31
NAPA AUTO PARTS	12/22/25	29832	\$ 222.22
NAPA AUTO PARTS	12/22/25	29833	\$ 26.98
NAPA AUTO PARTS	12/22/25	29834	\$ 228.63
NAPA AUTO PARTS	12/22/25	29835	\$ 183.29
GRANTWORKS, INC	12/22/25	29836	\$ 8,589.55
PAPE-DAWSON ENGINEERS	12/22/25	29837	\$ 4,455.00
LJA ENGINEERING	12/22/25	29838	\$ 38,175.00
HOMETOWN HARDWARE	12/22/25	29839	\$ 88.95
HOMETOWN HARDWARE	12/22/25	29843	\$ 70.53
HOMETOWN HARDWARE	12/22/25	29844	\$ 67.98
HOMETOWN HARDWARE	12/22/25	29845	\$ 248.94
HOMETOWN HARDWARE	12/22/25	29846	\$ 35.55
HOMETOWN HARDWARE	12/22/25	29847	\$ 305.99
HOMETOWN HARDWARE	12/22/25	29848	\$ 24.98
HOMETOWN HARDWARE	12/22/25	29849	\$ 154.99
O'REILLY AUTO PARTS	12/22/25	29851	\$ 124.19

Treasurer's Record of Unpaid Claims	As of 12/31/2025		
	Date Registered	Reg #	Amount Registered
Vendors			
O'REILLY AUTO PARTS	12/22/25	29855	\$ 63.92
O'REILLY AUTO PARTS	12/22/25	29856	\$ 173.80
O'REILLY AUTO PARTS	12/22/25	29857	\$ 29.74
COMPUCYCLE	12/22/25	29876	\$ 840.08
LAURA LANE DESIGN GROUP	12/22/25	29879	\$ 20,189.75
INGRAM LIBRARY SERVICES	12/22/25	29894	\$ 520.09
INGRAM LIBRARY SERVICES	12/22/25	29895	\$ 467.40
SHERATON AUSTIN GEORGETOWN HOTEL	12/22/25	29896	\$ 374.22
STATE BAR OF JUVENILE LAW SECTION	12/22/25	29897	\$ 450.00
FORT BEND COUNTY JUVENILE PROBATION	12/22/25	29902	\$ 5,250.00
SHERATON AUSTIN GEORGETOWN HOTEL	12/22/25	29903	\$ 374.22
STATE BAR OF JUVENILE LAW SECTION	12/22/25	29904	\$ 450.00
SHERATON AUSTIN GEORGETOWN HOTEL	12/22/25	29905	\$ 374.22
STATE BAR OF JUVENILE LAW SECTION	12/22/25	29906	\$ 450.00
MIDCOAST MEDICAL CENTER	12/22/25	29907	\$ 23.13
MIDCOAST MEDICAL CENTER	12/22/25	29908	\$ 198.37
MIDCOAST MEDICAL CENTER	12/22/25	29909	\$ 3,511.74
VERIZON	12/22/25	29913	\$ 645.10
REPUBLIC SERVICES #473	12/22/25	29914	\$ 225.20
LJA ENGINEERING	12/22/25	29915	\$ 205,432.41
HR GREEN	12/22/25	29916	\$ 7,307.75
GRADIENTS GROUP	12/22/25	29917	\$ 68,824.00
TEDSI INFRASTRUCTURE GROUP	12/22/25	29918	\$ 167,598.12
RG MILLER ENGINEERS	12/22/25	29919	\$ 39,663.94
KIMLEY-HORN AND ASSOCIATED, INC	12/22/25	29920	\$ 57,828.47
BGE, INC	12/22/25	29921	\$ 47,641.64
BGE, INC	12/22/25	29922	\$ 62,298.71
ALSCO	12/22/25	29926	\$ 314.83
H&H MACHINE	12/22/25	29927	\$ 715.00
INTERSTATE BILLING SERVICE	12/22/25	29929	\$ 755.95
INTERSTATE BILLING SERVICE	12/22/25	29930	\$ 1,597.99
HOMETOWN HARDWARE	12/23/25	29932	\$ 487.93
HOMETOWN HARDWARE	12/23/25	29933	\$ 35.11
CIVIL CORP	12/23/25	29934	\$ 3,864.00
QUADIENT FINANCE USA, INC.	12/23/25	29935	\$ 485.00
MCKERLEY, CARRIE	12/23/25	29939	\$ 495.00
RALSTON, OWEN JR.	12/23/25	29940	\$ 845.00
CHARLES KARISCH	12/23/25	29941	\$ 156.29
WALLER COUNTY CSCD	12/23/25	29942	\$ 75.00
WALLER COUNTY CSCD	12/23/25	29943	\$ 19.00
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	12/23/25	29944	\$ 3,883.45
ROWDY HAACK	12/23/25	29945	\$ 350.00
LINEBARGER, GOGGAN, BLAIR, & SAMPSON, LLP	12/23/25	29946	\$ 300.00
ROTHE, DANNY	12/23/25	29947	\$ 244.00
ASCO EQUIPMENT	12/23/25	29948	\$ 996.63
PETROLEUM TRADERS CORPORATION	12/23/25	29952	\$ 13,879.29
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	12/23/25	29959	\$ 372.60
MIDCOAST MEDICAL CENTER	12/23/25	29960	\$ 1,510.21
COMPUCYCLE	12/23/25	29965	\$ 937.15
WALLER COUNTY ELECTRIC	12/23/25	29970	\$ 1,761.30
LILIBRIDGE, PHILIP	12/23/25	29974	\$ 416.00
LEGACY WASTE SERVICES	12/29/25	29982	\$ 650.00
WALLER COUNTY PLUMBING	12/29/25	29983	\$ 1,550.00
CANON FINANCIAL SERVICES, INC.	12/29/25	29984	\$ 461.91
THE WALLER COUNTY EXPRESS	12/29/25	29988	\$ 488.00
RICOH USA INC.	12/29/25	29992	\$ 130.12
5M LEGACY PROPERTIES, LLC	12/29/25	29993	\$ 3,575.00
HOMETOWN HARDWARE	12/29/25	29998	\$ 84.12
HOMETOWN HARDWARE	12/29/25	29999	\$ 27.98
HOMETOWN HARDWARE	12/29/25	30000	\$ 49.99
HOMETOWN HARDWARE	12/29/25	30001	\$ 8.59
O'REILLY AUTO PARTS	12/29/25	30011	\$ 126.00
O'REILLY AUTO PARTS	12/29/25	30012	\$ 356.47
O'REILLY AUTO PARTS	12/29/25	30013	\$ 28.99
EAG CHEVROLET NAVASOTA	12/29/25	30014	\$ 451.00
SAFETY- KLEEN SYSTEMS, INC.	12/29/25	30015	\$ 362.32
SAFETY- KLEEN SYSTEMS, INC.	12/29/25	30016	\$ 351.40
ACTION RENTAL	12/29/25	30017	\$ 67.03
ASCO EQUIPMENT	12/29/25	30018	\$ 2,584.86
TURNER, PIERCE & FULTZ, INC	12/29/25	30019	\$ 3,927.60
TURNER, PIERCE & FULTZ, INC	12/29/25	30020	\$ 222.92
ALTEx WELDING SUPPLY INC.	12/29/25	30021	\$ 45.55

Treasurer's Record of Unpaid Claims	As of 12/31/2025		
	Date Registered	Reg #	Amount Registered
Vendors			
ALTEX WELDING SUPPLY INC.	12/29/25	30022	\$ 275.64
TEXAS STAR TRANSPORT, LLC	12/29/25	30023	\$ 3,026.21
TEXAS STAR TRANSPORT, LLC	12/29/25	30024	\$ 1,568.39
TEXAS STAR TRANSPORT, LLC	12/29/25	30025	\$ 2,550.54
TEXAS STAR TRANSPORT, LLC	12/29/25	30026	\$ 1,567.12
NAPA AUTO PARTS	12/29/25	30027	\$ 52.12
NAPA AUTO PARTS	12/29/25	30028	\$ 71.92
NAPA AUTO PARTS	12/29/25	30029	\$ 14.14
NAPA AUTO PARTS	12/29/25	30030	\$ 741.00
NAPA AUTO PARTS	12/29/25	30031	\$ 161.64
NAPA AUTO PARTS	12/29/25	30032	\$ 191.88
KIMBALL MIDWEST	12/29/25	30068	\$ 1,153.61
LAROCHE	12/30/25	30069	\$ (7,000.00)
NAPA AUTO PARTS	12/30/25	30070	\$ 511.54
NAPA AUTO PARTS	12/30/25	30071	\$ 21.23
NAPA AUTO PARTS	12/30/25	30072	\$ 400.27
NAPA AUTO PARTS	12/30/25	30073	\$ 2,118.99
NAPA AUTO PARTS	12/30/25	30074	\$ 1,089.84
NAPA AUTO PARTS	12/30/25	30075	\$ 481.32
HOMETOWN HARDWARE	12/30/25	30078	\$ 57.56
L&W SUPPLY CORPORATION	12/30/25	30080	\$ 673.45
SCPD	12/30/25	30081	\$ 990.42
DELL MARKETING L.P	12/30/25	30082	\$ 1,132.51
NAPA AUTO PARTS	12/30/25	30083	\$ (1,000.00)
NAPA AUTO PARTS	12/30/25	30084	\$ 4,148.40
WALLER COUNTY CHILD WELFARE CHARITY	12/30/25	30086	\$ 580.00
ALTEX WELDING SUPPLY INC.	12/30/25	30087	\$ 1,278.97
ALTEX WELDING SUPPLY INC.	12/30/25	30088	\$ 2,293.47
C&G WHOLESALE	12/30/25	30098	\$ 2,220.00
O'REILLY AUTO PARTS	12/30/25	30099	\$ 173.35
O'REILLY AUTO PARTS	12/30/25	30100	\$ 6.49
O'REILLY AUTO PARTS	12/30/25	30101	\$ 98.90
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/30/25	30102	\$ 122.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	12/30/25	30103	\$ 107.00
SOUTHERN TIRE MART	12/30/25	30104	\$ 1,395.60
APPLE FORD MERCURY	12/30/25	30105	\$ 368.00
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30106	\$ 216.04
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30107	\$ 128.05
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30108	\$ 102.83
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30109	\$ 104.16
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30110	\$ 354.06
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30111	\$ 377.33
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30112	\$ 128.05
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30113	\$ 104.16
DYNAMIC MOTORS AUTO REPAIR LLC	12/30/25	30114	\$ 108.05
HOMETOWN HARDWARE	12/30/25	30115	\$ 110.62
<b>TOTAL UNPAID</b>			<b>\$ 2,551,631.83</b>

MONTHLY REPORT DUE TO COMMISSIONER'S COURT  
DATE: DECEMBER 2025

OFFICE	DATE RECEIVED
ANIMAL CONTROL	1/7/26
AUDITOR	1/9/26
CONSTABLE PCT#1	1/5/26
CONSTABLE PCT#2	1/5/26
CONSTABLE PCT#3	1/7/26
CONSTABLE PCT#4	12/29/25
COUNTY CLERK	1/5/26
DISTRICT CLERK	1/5/26
ENVIRONMENTAL	12/4-12/11-12/29/25-1/8/26
FIRE MARSHALL	1/5/26
JP#1	12/11-1/29/25
JP#2	12/8-12/18-12/23/25
JP#3	12/8 not complete
JP#4	12/15-12/19/25 not complete
LIBRARY - HEMPSTEAD	1/7/26
LIBRARY- BROOKSHIRE	1/5/26
RECYCLE CENTER	12/4/25
ROAD AND BRIDGE	12/3-12/11-12/18-12/23/25
SHERIFF	1/8/26
TAX OFFICE	1/8/26

MONTHLY REPORT DUE TO COMMISSIONER'S COURT  
DATE: NOVEMBER 2025

OFFICE	DATE RECEIVED
ANIMAL CONTROL	12/4/25
AUDITOR	12/4/25
CONSTABLE PCT#1	12/2/25
CONSTABLE PCT#2	12/2/25
CONSTABLE PCT#3	
CONSTABLE PCT#4	12/15/25
COUNTY CLERK	12/2/25
DISTRICT CLERK	12/2/25
ENVIRONMENTAL	11/13-11/20-12/22/25
FIRE MARSHALL	12/1/25
JP#1	11/25-12/5/25
JP#2	11/17-11/24/25
JP#3	11/6-11/18/2-12/8/25
JP#4	11/7-11/25-12/8/25
LIBRARY - HEMPSTEAD	12/2/25
LIBRARY- BROOKSHIRE	12/2/25
RECYCLE CENTER	12/4/25
ROAD AND BRIDGE	11/6-11/13-11/19/25
SHERIFF	12/4/25
TAX OFFICE	12/2/25

STATE OF TEXAS       §  
                                   §  
 COUNTY OF WALLER §

**INTERLOCAL AGREEMENT BETWEEN  
 WALLER COUNTY AND GRIMES COUNTY**

THIS AGREEMENT is made and entered into by and between Waller County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court, hereinafter called "WALLER", and Grimes County, Texas a political subdivision of the State of Texas, acting by and through its Commissioners Court hereinafter called "GRIMES".

WHEREAS, the Texas Legislature has created the 506<sup>th</sup> District Court for Waller and Grimes Counties; and

WHEREAS, the parties recognize that the creation of the 506<sup>th</sup> District Court demands their combined efforts to provide salaries, benefits and travel, conferences and related expenses for court personnel and offices; and

WHEREAS, WALLER and GRIMES have determined that it is in the best interest of their citizens and inhabitants, to enter into an Interlocal Agreement in order to provide funding for support of court personnel and offices by authorizing cooperation;

NOW, it is mutually agreed by and between WALLER and GRIMES as follows:

1. The term of this Interlocal Agreement is January 1, 2026, through December 31, 2026.
2. The salaries and benefits for the 506<sup>th</sup> District Court Coordinator, Assistant Court Coordinator, and Court Reporter will be paid through WALLER, according to Waller County personnel policies regarding salary and benefits.
3. Travel, conferences, and related expenses for the 506<sup>th</sup> District Court Coordinator, Assistant Court Coordinator, and Court Reporter will be paid through WALLER, according to Waller County personnel policies regarding travel, conferences, and related expenses.
4. GRIMES will pay 34.3472% percent (.343472) of the salaries, benefits, and travel, conferences and related expenses for the Court Coordinator, Assistant Court Coordinator, and the Court Reporter, WALLER will pay 65.6528% percent (.656528) of such salaries, benefits, and travel, conferences and related expenses for the Court Coordinator and Court Reporter.

5. GRIMES will remit its share of the salary and benefits for the Court Coordinator, Assistant Court Coordinator, and Court Reporter as invoiced by WALLER.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modifications in writing, signed by both of the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be signed and approved by the proper officer of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on \_\_\_\_\_, 2026 in duplicate originals by order of Commissioners' Court of Waller County.

COUNTY OF WALLER

By: \_\_\_\_\_  
CARBETT "TREY J. DUHON, III  
COUNTY JUDGE

Attest:

\_\_\_\_\_  
DEBBIE HOLLAN, COUNTY CLERK

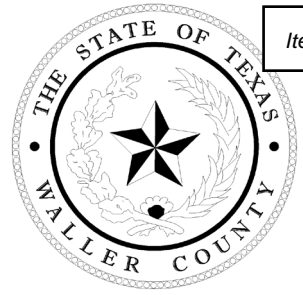
COUNTY OF GRIMES

By: \_\_\_\_\_  
JOE FAUTH III  
COUNTY JUDGE

Attest:

\_\_\_\_\_  
BARBARA KIMICH, COUNTY CLERK





Item 10.

# WALLER COUNTY

J. Ross McCall, P.E.  
County Engineer

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Final Plat Approval- Celebration Center

**Date:** January 21, 2026

### Background

Final Plat of Celebration Center which consists of 12.5302 acres will include 1 Block and 1 Reserve in Precinct 3.

### Staff Recommendation

Approve Plat

STATE OF TEXAS  
COUNTY OF WALLER

WE, FAHEM N. MOMIN, MEMBER, OF SUGAR HILL PROPERTY LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF CELEBRATION CENTER FINAL PLAT, MAKE SUBDIVISION OF THE PROPERTY ON BEHALF OF THE CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN AND DEDICATED TO THE PUBLIC, THE STREETS, ALL ALLEYS, PARKS AND EASEMENTS SHOWN, AND WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERNATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO THE GRADES, AND BIND OURSELVES, OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WE, THE AFOREMENTIONED, HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS AND ROADS SHOWN THEREON. THERE IS ALSO DEDICATED FOR UTILITIES, AN AERIAL EASEMENT (5) FEET WIDE TAKEN FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND, LOCATED ADJACENT TO ALL UTILITY EASEMENT AND STREETS SHOWN THEREON.

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 OR SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.
2. ALL STOCK, ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NO ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
3. DRAINAGE STRUCTURES UNDER PAVEMENT SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND ONE QUARTERS (1-1/4) SQUARE FEET (15" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND WALKS, ALTHOUGH DIP-STYLE DRIVEWAYS ARE ENCOURAGED WHERE APPROPRIATE.
4. PROPERTY OWNERS WILL OBTAIN DEVELOPMENT PERMITS PERMIT EXEMPTIONS FROM THE COUNTY FLOODPLAIN ADMINISTRATOR FOR ALL DEVELOPMENT.
5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED IN THE SUBDIVISION RESTRICTIONS AS FILED SEPARATELY FOR RECORD AT PAGE \_\_\_\_\_ OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE AFORESAID SUGAR HILL PROPERTY LLC, A TEXAS LIMITED LIABILITY COMPANY, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.
6. THERE ARE NO UNDERGROUND PIPELINES WITHIN THE BOUNDARIES OF THIS SUBDIVISION EXCEPT AS SHOWN ON THE ABOVE PLAT.
7. THERE SHALL BE NO SANITARY SEWER SYSTEM OR ANY WATER WELL CONSTRUCTED WITHIN 50 FEET OF ANY LOT LINE THAT DOES NOT ADJOIN A PUBLIC ROAD.

IN TESTIMONY WHEREOF, THE SUGAR HILL PROPERTY LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED TO BE SIGNED BY FAHEM N. MOMIN, ITS MEMBER, THIS 31 DAY OF December, 2025.

SUGAR HILL PROPERTY LLC, A TEXAS LIMITED LIABILITY COMPANY

FAHEM N. MOMIN, MEMBER

STATE OF TEXAS  
COUNTY OF WALLER

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FAHEM N. MOMIN, MEMBER OF THE SUGAR HILL PROPERTY LLC KNOWN TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE CORPORATION, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED, AND IN THE CAPACITIES STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 31 DAY OF December, 2025.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

PRINT NAME: Candice Wolfson

MY COMMISSION EXPIRES: 10-7-28

WE, FIRST STATE BANK OF TEXAS, OWNER AND HOLDER OF A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF WALLER COUNTY, TEXAS SUBORDINATE TO THE SUBDIVISION AND DEDICATION OF THE LBN, AND I CONFIRM THAT I AM THE PRESENT OWNER OF THE LIEN AND HAVE NOT ASSIGNED THE SAME, NOR ANY PART THEREOF.

FIRST NATIONAL BANK OF TEXAS

BY: James Ebreu

PRINT NAME: James Ebreu  
TITLE: Regional President

STATE OF TEXAS  
COUNTY OF WALLER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED James Ebreu 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 31 DAY OF December, 2025.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

PRINT NAME: Candice Wolfson

MY COMMISSION EXPIRES: 10-7-28

APPROVED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 A.D.

JOHN A. AMSLER  
COMMISSIONER, PRECINCT 1

WALTER E. SMITH, JR., RPLS  
COMMISSIONER, PRECINCT 2

CARRETT J. DUCHAN III  
COUNTY JUDGE

KENNEDY D. JONES  
COMMISSIONER, PRECINCT 3

JUSTIN BECKENBORTH  
COMMISSIONER, PRECINCT 4

I, DEBBIE HOLLAN, COUNTY CLERK OF WALLER COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND AT FILM CODE NO. \_\_\_\_\_ OF THE MAP RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

DEBBIE HOLLAN  
COUNTY CLERK  
WALLER COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

THOMASIN, JUDITH MAXWELL LIVINGSTON  
12.2639 AC TRACT  
CALL 19.715 AC TRACT  
AS DESCRIBED UNDER W.C.C.F. NO. 1904331

N 76° 32' 02" E - 801.80'  
N 76° 32' 02" E - 599.48'  
N 76° 32' 02" E - 571.56'

MARSHA FINCH  
NOSKRENT  
CALL 2.0899 AC TRACT  
W.C.C.F. NO. 2415121

LANDAN, JUDITH LIVINGSTON  
CALL 19.715 AC TRACT  
W.C.C.F. NO. 1904331

ANTHONY MATHWEE &  
RIAN MATHWEE  
CALL 19.715 AC TRACT  
W.C.C.F. NO. 2415121

CHARLES & JAY RILEY  
CALL 19.715 AC TRACT  
W.C.C.F. NO. 2415121

NEOMY E. ARELLANO  
CALL 19.715 AC TRACT  
W.C.C.F. NO. 2415121

PELPE CASTRO  
CALL 19.715 AC TRACT  
W.C.C.F. NO. 2415121

THIS IS TO CERTIFY THAT CELEBRATION CENTER FINAL PLAT LIES IN THE PUBLIC RECORDS OF WALLER COUNTY, TEXAS. THIS SOIL FORMATION (S) HAS A FORMAL (S) CAN BE \_\_\_\_\_ INCHES. SUITABLE FORMATION IN THIS PLAT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

NAME: Andrew Ross DATE: 1/2/2026  
TEXAS REGISTRATION NO. 4283

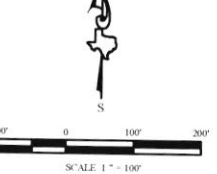
NO STRUCTURE IN THIS SUBDIVISION SHALL BE CONSTRUCTED OR EXISTING PUBLIC SEWER SYSTEM OR TO AN ON SITE WATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.

CRAIG A. LANEY, RPLS  
TEXAS REGISTRATION NO. 4507

I, J. ROSS MC CALL, PE, COUNTY ENGINEER OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE WALLER COUNTY COMMISSIONERS COURT.

I FURTHER CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS COURT, HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF SUBDIVISION WITHIN THE WATERSHED.

J. ROSS MC CALL, PE  
WALLER COUNTY ENGINEER



Item 10.

GENERAL NOTES

1. U.E. INDICATES "UTILITY EASEMENT"
2. A.E. INDICATES "AERIAL EASEMENT"
3. B.L. INDICATES "BUILDING LINE"
4. VOL. INDICATES "VOLUME"
5. PG. INDICATES "PAGE"
6. I.R. INDICATES "IRON ROD"
7. END INDICATES "FOUND"
8. R.O.W. INDICATES "RIGHT-OF-WAY"
9. ESM. INDICATES "EASEMENT"
10. TBM #1 INDICATES "TEMPORARY BENCH MARK NUMBER ONE"
11. W.C.C.F. NO. INDICATES "WALLER COUNTY CLERK'S FILE NUMBER"
12. O.P.R.P.W.C.T. INDICATES "OFFICIAL PUBLIC RECORDS OF REAL PROPERTY WALLER COUNTY TEXAS"
13. W.C.D.R. INDICATES "WALLER COUNTY DEED RECORD"
14. INDICATES "FOUND 5/8\" IRON ROD WITH CAP STAMPED E.L.C. SURVEYING CO."
15. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE, AND THE PROJECT COORDINATES WERE DETERMINED WITH GPS OBSERVATIONS.
16. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBTAINED 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 FENCES ALONG THE PERMETER AND BACK-TO-BACK EASEMENTS AND LONG SIDE REAR LOT LINES ARE PERMITTED THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY CUT DOWN WOODEN POSTS AND PANELED WOODEN FENCES BACK UP BUT WILL GENERALLY NOT REPLACE WITH NEW FENCING.
17. ALL FENCING INCLUDES SIX FOOT (6') WIDE GATES IN THE SIDE FINES OF A REAR PROPERTY OR EACH PROPERTY. SUCH GATES MUST BE LOCKABLE WITH PAD LOCKS TO WHICH THE DISTRICT HAS A MASTER KEY.
18. NO TREES OF SUBSTANTIAL SIZE (TALLER THAN THREE FEET (3') MAY BE PLANTED OR GROWN IN SUCH EASEMENTS.
19. ALL DRAINAGE EASEMENTS ARE TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
20. THIS TRACT LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 481097 MAP NO. 48470C/0350E, PANEL 350, DATED 02-18-2009 WALLER COUNTY, TEXAS AND INCORPORATED AREAS. THE 1% ANNUAL CHANCE FLOOD (100-YEAR), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND PART OF THE SURVEYOR. THE LOCATION OF THE FLOOD ZONE LINES SHOWN HEREON WERE DETERMINED BY SCALING FROM SAID FIRM MAP. THE ACTUAL LOCATION AS DETERMINED BY ELEVATION CONTOURS MAY DIFFER.
21. TBM #1, SET CHISELED SQUARE ARE ON TOP OF 18\" REINFORCED CONCRETE PIPE LOCATED APPROXIMATELY 40' SOUTH OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. ELEVATION: 161.79'
22. ELEVATIONS SHOWN HEREON ARE BASED UPON REFERENCE BENCHMARK NO. AW0121, NAD83, NAVD83, 2001 ADJUSTMENT.
23. RIGHT-OF-WAY EASEMENT AS SET OUT BY INSTRUMENT RECORDED UNDER WALLER COUNTY CLERK'S FILE NO. 1403995. (NO VISIBLE EVIDENCE CROSSING SUBJECT PROPERTY).
24. RIGHT-OF-WAY EASEMENT GRANTED TO PATTON WATER SUPPLY CORPORATION, AS RECORDED IN VOLUME 310, PAGE 733 W.C.D.R. (NO VISIBLE EVIDENCE CROSSING SUBJECT PROPERTY).
25. RIGHT-OF-WAY EASEMENT GRANTED TO SAN BERNARD ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 358, PAGE 569 W.C.D.R. (NO VISIBLE EVIDENCE CROSSING SUBJECT PROPERTY).
26. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.

LEGAL DESCRIPTION:

All that certain tract or parcel containing 12.5302 acres of land situated in the Stephen Miller Survey, A-219 in Waller County, Texas, and being that same tract of land as described in a deed filed for record under Waller County Clerk's File No. 2509198 and being more particularly described by metes and bounds as follows:

COMMENTS: at a 1/2\" iron rod with cap stamped RPLS 2085 (found) in the marking the intersection of the Northeast right-of-way line of F.M. 359, (100.00 feet in width), with the Southeast right-of-way line of Sugar Hill Road, (60.00 feet in width), same point marking the Westerly corner of that certain call 4.7782 acre tract of land as described in a deed filed for record in Volume 631, Page 715, (O.P.R.P.W.C.T.), and the Southerly corner of the remainder of that certain call 10.464 acre tract of land as described in a deed filed for record in Volume 631, Page 711, (O.P.R.P.W.C.T.).

THENCE N 18° 24' 33\" E, a distance of 81.60 feet along the Northeast right-of-way line of said F.M. 359, the Southwest right-of-way line of said Sugar Hill Road and the Southwest line of the remainder of said 10.464 acre tract of land; to a 5/8\" iron rod with South Texas Surveying cap (found) marking the intersection of the Northeast right-of-way line of said F.M. 359 with the Northwest right-of-way line of said Sugar Hill Road and the Southerly corner of said and POINT OF BEGINNING of the herein described 12.5302 acre tract of land;

THENCE continuing N 18° 24' 33\" E, a distance of 1,142.19 feet along the Northeast right-of-way line of said F.M. 359 and the Southwest line of said 12.5302 acre tract of land to a 1/2\" iron rod with cap stamped RPLS 2085 (found) marking the Southerly corner of that certain call 19.715 acre tract of land as described in a deed filed for record in Volume 631, Page 715, (O.P.R.P.W.C.T.), and the Westerly of the herein described 12.5302 acre tract of land;

THENCE N 76° 32' 02\" E, a distance of 599.48 feet along the common line of said 19.715 acres and said 12.5302 acre tracts of land to a 5/8\" iron rod with South Texas Surveying cap (found) marking the Westerly corner of that certain call 2.0899 acre tract of land as described in a deed filed for record under Waller County Clerk's File No. 2415121 and the Northerly-Northeast corner of the herein described 12.5302 acre tract of land;

THENCE S 45° 33' 07\" E, a distance of 371.56 feet along the common line of said 2.0899 acre and said 12.5302 acre tracts of land to a 5/8\" iron rod with South Texas Surveying cap (found) marking an interior corner of said 2.0899 acre tract of land and the Easterly-Northeast corner of the herein described 12.5302 acre tract of land;

THENCE S 28° 53' 49\" E, a distance of 170.00 feet along the Westerly line of said 2.0899 acre and said 12.5302 acre tracts of land to a 5/8\" iron rod with South Texas Surveying cap (found) marking an interior corner of said 2.0899 acre and an interior corner of the herein described 12.5302 acre tract of land;

THENCE S 02° 45' 57\" E, a distance of 70.39 feet along the common line of said 2.0899 acre tract of land and said 12.5302 acre tract of land to a 5/8\" iron rod with South Texas Surveying cap (found) in the Northwest right-of-way line of said Sugar Hill Road and the Northwest line of the remainder of said 10.464 acre tract of land marking the Southerly corner of said 2.0899 acre tract of land and an interior corner of the herein described 12.5302 acre tract of land;

THENCE S 28° 54' 41\" W, a distance of 448.30 feet along the Northwest right-of-way line of said Sugar Hill Road, the Northwest line of the remainder of said 10.464 acre tract of land and the Southeast line of said 12.5302 acre tract of land to the POINT OF BEGINNING and containing 12.5302 acres of land.

CELEBRATION CENTER  
FINAL PLAT

A SUBDIVISION OF 12.5302 ACRE TRACT,  
545,816.44 SQUARE FEET,  
IN THE STEPHEN MILLER SURVEY A-219  
OF WALLER COUNTY, TEXAS  
CONTAINING  
1 RESERVE 1 BLOCK  
NOVEMBER 2025

SUGAR HILL PROPERTY LLC,  
a Texas Limited Liability Company

E.L.C. SURVEYING COMPANY  
FIRM NO. 10013400

OWNER  
28000 KI YKENDAH ROAD, SUITE 200  
DALLAS, TEXAS 77375  
(281) 228-0101  
maw@eulmaxx.net

SURVEYOR  
12345 JONES ROAD #270  
HOUSTON, TEXAS 77070  
(281) 955-2772  
eul@eulmaxx.net



## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2026-01-06

Permit # 2025-3153

Issued To: Justin Valentine

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

Utility Type: Fiber Optic Cable, Overhead and Underground Bore.

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.

A handwritten signature in blue ink, appearing to read "J. Ross McCall".





## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2026-01-07

Permit # 2025-3213

Issued To: AT&T Communications, PAUL MELKUN

Road Name: Joseph Rd and Robin Hood Ln

Utility Type: fiber cable, innerduct, and a fiber pad and cabinet

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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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.

A handwritten signature in blue ink, appearing to read "Ross McCall".

---

Ross McCall  
County Engineer



## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2026-01-08

Permit # 2025-2934

Issued To: Flock Safety, Flock Permitting Team

Road Name: Betka Rd

Utility Type: Flock Camera

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.

A handwritten signature in blue ink, reading "Ross McCall".

---

Ross McCall  
County Engineer



## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2026-01-08

Permit # 2025-2282

Issued To: Flock Safety, Flock Permitting Team

Road Name: Riley Rd

Utility Type: Solar powered ALPR Flock Camera

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.
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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.

A handwritten signature in blue ink, reading "Ross McCall".

---

Ross McCall  
County Engineer





## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2025-12-18

Permit # 2025-3154

Issued To: Comcast, Justin Valentine

Road Name: Schlipf Rd

Utility Type: FIBER OPTIC LINE AND HANDHOLES

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.
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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.

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

Ross McCall  
County Engineer





## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2025-12-15

Permit # 2025-2660

Issued To: Consolidated Communications, Jonathan Ferguson

Road Name: Morton Rd

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.
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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.

A handwritten signature in blue ink, reading "Ross McCall".

---

Ross McCall  
County Engineer



## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2025-12-15

Permit # 2025-3019

Issued To: RICHARD BARD

Road Name: Neuman Rd

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.

A handwritten signature in blue ink, reading "Ross McCall".

---

Ross McCall  
County Engineer



TEXAS ASSOCIATION *of* COUNTIES

Member Services ▾

Education & Events ▾

## <sup>2/</sup> Tax Assessor-Collector (SB 546) and Advanced Designation Maintenance Summary

<u>Description</u>	<u>Required Hours</u>	<u>Earned Hours</u>	<u>Status</u>	<u>Enrolled</u>	<u>Deadline</u>	
TACA Hours For 2025	60.00	41.50	In Progress	01/01/2025	12/31/2025	Transcript

Need more hours? Check out the upcoming events calendar at: [county.org/Calendar-of-Events](https://county.org/Calendar-of-Events)

Submitted courses may take up to two weeks to be recorded.



## INVOICE

## SylogistGov, Inc.

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

INVOICE #: SI-40424  
 DATE: 12/01/2025

Page 1 of 1

**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:** December 2025

REFERENCE #	SHIPPING TERMS	CURRENCY	PAYMENT TERMS	END USER	DUE DATE
Waller County SylogistGov VSS Quarterly Billing	FOB Origin	USD	Net 30	Waller County	01/31/2026

DESCRIPTION	AMOUNT
VSS Software Licensing	\$2,620.51
<b>SUBTOTAL</b>	<b>\$2,620.51</b>
<b>TOTAL</b>	<b>\$2,620.51</b>

**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

# INVOICE

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

Invoice #: 7420  
Date: 01-06-2026

Waller County

Matter Name:General

## Services

Date	Staff	Description	Hours	Rate	Amount
12-02-25	JGR	Telephone conference with Robert on McGregor changes.	0.30	400.00	\$120.00

Services Subtotal: \$120.00

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

## Detailed Statement Account Summary

Previous Balance: \$2,280.00  
New Charges: \$120.00  
Payments Applied: \$2,280.00

Payment Date	Invoice No	Amount
12-15-25	7306	\$1,680.00
12-22-25	7359	\$600.00

**Total Amount Outstanding: \$120.00**

## Timekeeper Summary

Name	Initials	Hours	Rate	Total
J. Grady Randle	JGR	0.30	400.00	\$120.00

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

# INVOICE

DATE: December 15, 2025

INVOICE #: 356**FROM**

Laura Lane Design Group  
30920 FM 1736  
Hempstead, TX 77445

**BILL TO**

Waller County Courthouse, Judge Duhon  
836 Austin St.  
Hempstead, TX 77445

DESCRIPTION	AMOUNT
<p>Christmas Decorations throughout the Courthouse Including</p> <p>Materials and Installation for Lobby 15' Tree, decor on Columns and surrounding the 2<sup>nd</sup> floor overlook railing, overlook garlands, 9' courtroom tree, materials décor on columns and along the judges desks and wall décor that is located on top of the county seal. Exterior Garlands, wreath, and bow.</p> <p>*Items that were included to enhance the display at no charge are material and install of 2 additional trees and one arch in the lobby, as well as all materials used to decorate those trees. The 4 large balls with twinkle lights at the bottom of the main tree, lamp post snow globe, 2 silver reindeer, 4 white stick/led light trees, the snowman by the stairs, and the 2 large Nutcrackers that are located beside the courtroom tree.</p> <p>*This total includes the 15% discount on material and installation for both the 15' and 9' tree as was offered in the proposal. The discount came to a savings of \$ 1,640.25</p>	20,189.75

Tax(N/A for Government Jobs)	
Due Upon Receipt	
	20,189.75

## NOTES

Thank You for choosing Laura Lane Design Group! I wish I could put into words how grateful and honored I am for the opportunity to work with y'all! I hope to be able to serve y'all in the future!



# 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**  
**December 14, 2025**

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

Registration # **029681**  
 Joan Sargent Waller Co. Treasurer  
 Deputy JB Date 12-15-25

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Two Man First Call - per Judge Joe Hester				\$ 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**  
**December 31, 2025**

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

Registration # **030222**  
 Joan Sargent Waller Co. Treasurer  
 Deputy JS Date 1-12-26

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			First Call - per Judge Krenek				\$ 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

JAN 5 26 AM 3:40 TREASURER

JAN 13 26 AM 3:02 AUDITOR

**Waller County Check Request/Reimbursement Form**

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: \$74,894.50

Please make check payable to:

Name: Schaumburg &amp; Polk, Inc.

Address: 8865 College Street, Suite 100

Beaumont, TX 77707

Please mail check to:

Name: Schaumburg &amp; Polk, Inc.

Address: 8865 College Street, Suite 100

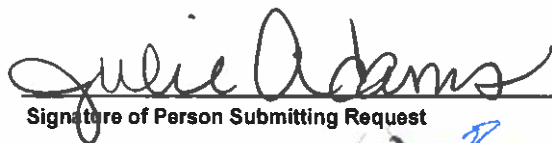
Beaumont, TX 77707

Purpose of check: Invoice # 304200.00 - 8

Professional Services from November 3, 2025 to November 30, 2025

Pitts Road

Charge to GL line: 605-605-545405



Signature of Person Submitting Request

1-8-26

Date



1-9-26

Signature of Official/Department Head Submitting Request

Date

## Invoice



December 1, 2025

Invoice No:

0000304200.00 - 8

WALLER COUNTY  
J. ROSS MCCALL, P.E.  
775 BUS 290 EAST  
HEMPSTEAD, TX 77445

Project 0000304200.00 PITTS ROAD  
PROFESSIONAL ENGINEERING SERVICES  
R.MCCALL@WALLERCOUNTY.US

**Professional Services from November 3, 2025 to November 30, 2025**

## Fee

Phase	Contract Fee	Percent Complete	Billed To Date	Current Billing
GENERAL	260,499.20	22.00	57,309.82	11,722.46
PRELIM DESIGN	206,870.00	45.00	93,091.50	21,721.35
ENVIRONMENTAL	18,590.00	76.17	14,160.00	0.00
GEOTECHNICAL	70,880.94	45.7418	32,422.23	32,422.23
STRUCTURAL	63,067.00	0.00	0.00	0.00
SUE	93,050.00	28.8943	26,886.16	9,028.46
SURVEY	100,426.00	82.7201	83,072.52	0.00
TRAFFIC	81,873.84	14.9037	12,202.23	0.00
FINAL DESIGN	219,420.00	0.00	0.00	0.00
BID/CONSTRUCTION	135,304.00	0.00	0.00	0.00
Total Fee	1,249,980.98		319,144.46	74,894.50
		Previous Fee Billing	244,249.96	
	<b>Total Fee</b>			<b>74,894.50</b>
		<b>Total this Invoice</b>		<b>\$74,894.50</b>

## Outstanding Invoices

Number	Date	Balance
7	11/3/2025	35,669.91
<b>Total</b>		<b>35,669.91</b>

**Total Now Due \$110,564.41**

## Billings to Date

	Current	Prior	Total
Fee	74,894.50	244,249.96	319,144.46
<b>Totals</b>	<b>74,894.50</b>	<b>244,249.96</b>	<b>319,144.46</b>



Waller County  
23407 Pitts Rd  
Progress Report

Work Period: November 3, 2025 to November 30, 2025

Previous Month:

General:

- SPI prepared for and attended coordination meeting with Harris County. SPI prepared meeting minutes.
- SPI attended meeting with LJA to discuss and determine ILA exhibits format/content.
- SPI prepared the ILA exhibits.
- SPI updated the Harris County intersection exhibit.
- SPI submitted Environmental Constraints Report to LJA.
- SPI attended the Progress Meeting with LJA and prepared meeting minutes.

Prelim Design:

- SPI continued designing roadway profiles and added driveways to the pavement file.
- SPI created corridor/cross sections.
- SPI met with BBI to discuss alignment of our files.
- SPI started preparing drainage area maps and storm sewer design.
- SPI started working on Traffic Control.
- B2Z submitted revised Geotech Report.
- PDE submitted deliverables.

Next Month:

General:

- SPI to attend Progress Meeting with LJA and prepare meeting minutes.
- SPI to attend pre-development BKDD meeting.

Preliminary Engineering:

- SPI to continue preparing PER.
- SPI to continue designing profile and cross sections.
- SPI to continue designing storm sewer system.

**Environmental:**

- Submit Amendment 1 proposal.
- Consor to address comments from LJA, if any.

**Geotechnical:**

- Address comments from LJA on their Geotechnical Report, if any.

**SUE:**

- Update utility base map and exhibit for existing utilities.

**Traffic:**

- TEDSI to evaluate intersection sight triangles.

**Issues:**

- Pending intersection approval from Harris County.
- Pending confirmation from Harris County to whether storm sewer can be installed in their easement.
- Pending Harris County approval to close intersection during project construction.

**Schedule:**

PER Submittal: 1/30/2026 (draft)

70% Submittal: 7/14/2026

95% Submittal: 10/28/2026

100% Submittal: 2/3/2027

**Julie Adams**

**From:** Katlyn Dezarn <kdezarn@lja.com>  
**Sent:** Thursday, January 8, 2026 3:51 PM  
**To:** Ross McCall; Luke Fortkamp  
**Cc:** Julie Adams; John Tyler  
**Subject:** 2023 Mobility Bond Invoice | 23407 Pitts Road  
**Attachments:** 20251201-Invoice#304200.00-8-SPI-Pitts Rd-23407.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 another invoice! Here is a summary:

Project #: 23407  
 Project Name: Pitts Road  
 Consultant: SPI  
 Percent spent so far: 26%  
 Design Schedule Changes: PER to be received in Feb; Delay due to drainage and other entity coordination

Invoice Date	Invoice #	Invoice \$
12.01.25	0000304200.00 - 8	\$74,894.50

Thank you so much!

Katlyn Dezarn, PE | Project Engineer

Transportation

O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950  
 3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042

**EMPLOYEE-OWNED. CLIENT FOCUSED.**

[www.lja.com](http://www.lja.com)



Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer

Transportation

O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950  
 3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042

**EMPLOYEE-OWNED. CLIENT FOCUSED.**

[www.lja.com](http://www.lja.com)





**Waller County Check Request/Reimbursement Form**

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: \$245,546.16

Please make check payable to:

Name: Edminster Hinshaw Russ &amp; Assoc. dba EHRA Engineering

Address: 10011 Meadowglen Lane

Houston, Texas 77042

Please mail check to:

Name: Edminster Hinshaw Russ &amp; Assoc. dba EHRA Engineering

Address: 10011 Meadowglen Lane

Houston, Texas 77042

Purpose of check: Invoice # 113815 Project # 23402 &amp; 23403

241-134-00 Bartlett Road

Professional Services for the Date Ending November 30, 2025

Charge to GL line: 605-605-545405

Signature of Person Submitting Request

1-8-26

Date

Signature of Official/Department Head Submitting Request

1-9-26

Date



# INVOICE

Remit via ACH to:  
Stellar Bank  
Routing # 113025723 - Account # 1017342

Edminster Hinshaw Russ & Assoc  
dba EHRA Engineering  
10011 Meadowglen Lane  
Houston, Texas 77042  
713.784.4500

Item 25.

Waller County  
Joan Sargent  
VIA EMAIL: [treasureroffice@wallercounty.us](mailto:treasureroffice@wallercounty.us)  
836 Austin Street, Suite 316  
Hempstead, TX 77445

Invoice number 113815  
Date 12/15/2025  
Invoice Total **\$245,546.16**  
Terms: Due Upon Receipt  
Pay Online: [ehra.team/resources/make-a-payment](http://ehra.team/resources/make-a-payment)

Project Manager: Frederick J. Signorelli  
Billing Manager: Frederick J. Signorelli  
Professional Services for the Date Ending 11/30/2025

Project: 241-134-00 Bartlett Road  
Invoice Group: 00

## Waller County Project #23402 & 23403

Design Phase	Contract	% Complete	Total Billed	Prior Billing	Current Billing
General - Project Managment - Segment I	\$227,882.00	15.00%	\$34,182.30	\$22,788.20	\$11,394.10
Preliminary Engineering - Segment I	\$325,227.00	70.00%	\$227,658.90	\$162,613.50	\$65,045.40
Final Design - Segment I	\$743,479.00	0.00%	\$0.00	\$0.00	\$0.00
General - Project Managment - Segment II	\$221,262.00	15.00%	\$33,189.30	\$22,126.20	\$11,063.10
Preliminary Engineering - Segment II	\$223,782.00	70.00%	\$156,647.40	\$111,891.00	\$44,756.40
Final Design - Segment II	\$667,674.00	0.00%	\$0.00	\$0.00	\$0.00
Geotechnical - Segment I - Tetrattech	\$63,149.70	70.00%	\$44,204.79	\$12,629.94	\$31,574.85
Geotechnical - Segment II - Tetrattech	\$70,052.00	70.00%	\$49,036.61	\$14,010.46	\$35,026.15
Survey - Weisser	\$211,590.00	48.48%	\$102,585.00	\$82,068.00	\$20,517.00
Environmental - Consor	\$18,866.00	85.69%	\$16,166.60	\$0.00	\$16,166.60
Subsurface Utility Engineering - Pape-Dawson	\$59,610.00	16.78%	\$10,002.56	\$0.00	\$10,002.56
	<b>\$2,832,573.70</b>		<b>\$673,673.46</b>	<b>\$428,127.30</b>	<b>\$245,546.16</b>

Optional Additional Services	Contract	% Complete	Total Billed	Prior Billing	Current Billing
Structural - AKV	\$100,515.00	0.00%	\$0.00	\$0.00	\$0.00
Subsurface Utility Engineering - Pape-Dawson	\$116,200.00	0.00%	\$0.00	\$0.00	\$0.00
	<b>\$216,715.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Construction Services (Hourly)	Contract	% Complete	Total Billed	Prior Billing	Current Billing
CPS - Segment I	\$91,777.00	0.00%	\$0.00	\$0.00	\$0.00
CPS - Segment II	\$91,777.00	0.00%	\$0.00	\$0.00	\$0.00
Structural - AKV	\$16,720.00	0.00%	\$0.00	\$0.00	\$0.00
	<b>\$200,274.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

	Contract	% Complete	Total Billed	Prior Billing	Current Billing
Expenses	\$3,520.00	0.00%	\$0.00	\$0.00	\$0.00

\*\*\* Total Project Invoice Amount

**\$245,546.16**



# INVOICE

**Remit via ACH to:**  
Stellar Bank  
Routing # 113025723 - Account # 1017342

Edminster Hinshaw Russ & Assoc  
dba EHRA Engineering  
10011 Meadowglen Lane  
Houston, Texas 77042  
713.784.4500

Item 25.

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
112575	10/14/2025	130,051.23	0.00	0.00	130,051.23	0.00	0.00
113226	11/11/2025	176,743.47	0.00	176,743.47	0.00	0.00	0.00
113815	12/15/2025	245,546.16	245,546.16	0.00	0.00	0.00	0.00
Total		552,340.86	245,546.16	176,743.47	130,051.23	0.00	0.00



# INVOICE

**Remit via ACH to:**  
Stellar Bank  
Routing # 113025723 - Account # 1017342

Edminster Hinshaw Russ & Assoc.  
dba EHRA Engineering  
10011 Meadowglen Lane  
Houston, Texas 77042  
713.784.4500

Waller County  
775 Business 290 East  
Hempstead, TX 77445

Invoice Number: 6  
Date: 12/15/25  
Invoice Total: \$245,546.16  
Professional Services for the Date Ending 11/30/25

241-134-00 Bartlett Road  
Waller County Project #23402 & 23403

	Contract Fee	% Complete	Billed to Date	Current Billing	Fee Remaining
General - Project Management - Segment I	\$227,882.00	15.00%	\$34,182.30	\$11,394.10	\$193,699.70
Preliminary Engineering - Segment I	\$325,227.00	70.00%	\$227,658.90	\$65,045.40	\$97,568.10
Final Design - Segment I	\$743,479.00	0.00%	\$0.00	\$0.00	\$743,479.00
General - Project Management - Segment II	\$221,262.00	15.00%	\$33,189.30	\$11,063.10	\$188,072.70
Preliminary Engineering - Segment II	\$223,782.00	70.00%	\$156,647.40	\$44,756.40	\$67,134.60
Final Design - Segment II	\$667,674.00	0.00%	\$0.00	\$0.00	\$667,674.00
Geotechnical - Segment I - Tetrattech	\$63,149.70	70.00%	\$44,204.79	\$31,574.85	\$18,944.91
Geotechnical - Segment II - Tetrattech	\$70,052.00	70.00%	\$49,036.61	\$35,026.15	\$21,015.39
Survey - Weisser	\$211,590.00	48.48%	\$102,585.00	\$20,517.00	\$109,005.00
Environmental - Consr	\$18,866.00	85.69%	\$16,166.60	\$16,166.60	\$2,699.40
Subsurface Utility Engineering - Pape-Dawson	\$70,110.00	14.27%	\$10,002.56	\$10,002.56	\$60,107.44
	\$2,843,073.70	23.70%	\$673,673.46	\$245,546.16	\$2,169,400.24

Optional Additional Services	Contract Fee	% Complete	Total Billed	Current Billing	Fee Remaining
Structural - AKV	\$100,515.00	0.00%	\$0.00	\$0.00	\$100,515.00
Subsurface Utility Engineering - Pape-Dawson	\$105,700.00	0.00%	\$0.00	\$0.00	\$105,700.00
	\$206,215.00	0.00%	\$0.00	\$0.00	\$206,215.00

Construction Services - Hourly	Contract Fee	% Complete	Total Billed	Current Billing	Fee Remaining
CPS - Segment I	\$91,777.00	0.00%	\$0.00	\$0.00	\$91,777.00
CPS - Segment II	\$91,777.00	0.00%	\$0.00	\$0.00	\$91,777.00
Structural - AKV	\$16,720.00	0.00%	\$0.00	\$0.00	\$16,720.00
	\$200,274.00	0.00%	\$0.00	\$0.00	\$200,274.00

	Contract Fee	% Complete	Total Billed	Current Billing	Fee Remaining
Estimated Expenses	\$3,520.00	0.00%	\$0.00	\$0.00	\$3,520.00

<b>Grand Total</b>	<b>\$3,253,082.70</b>	<b>20.71%</b>	<b>\$673,673.46</b>	<b>\$245,546.16</b>	<b>\$2,579,409.24</b>
--------------------	-----------------------	---------------	---------------------	---------------------	-----------------------



10011 Meadowglen Ln  
Houston, Texas 77042  
T 713.784.4500  
EHRAinc.com  
TBPE No. F-726

Item 25.

## MONTHLY PROGRESS REPORT – December 2025

---

### I. Project

#### **Bartlett Road (Waller County Project Number 23402 & 23403)**

Cane Island Parkway to Clay Road

### II. Work Completed October 19, 2025 thru November 30, 2025

#### 1. Survey (Weisser)

- a) ROE – Complete
- b) Survey Control – No update
- c) Existing ROW Mapping – Complete
- d) Topographic Survey – Complete
- e) Control and Right-of-way staking – No update

#### 2. Geotechnical (TetraTech)

- a) Geotechnical Field Investigation Complete. Testing and Report in process

#### 3. Environmental (Conсор)

- a) Environmental Complete pending comments

#### 4. Engineering (EHRA)

- a) Roadway
  - Created PER and associated drawings
- b) Drainage Analysis
  - Updating drainage memo based on adjacent developments
- c) Traffic
  - Traffic Study completed pending comments

#### 5. Structural (AKV)

- a) No update

#### 6. SUE (Pape-Dawson)

- a) SUE completed pending comments

#### 7. Project Management (EHRA)

- a) Attend progress meetings



10011 Meadowglen Ln  
Houston, Texas 77042  
T 713.784.4500  
EHRAinc.com  
TBPE No. F-726

Item 25.

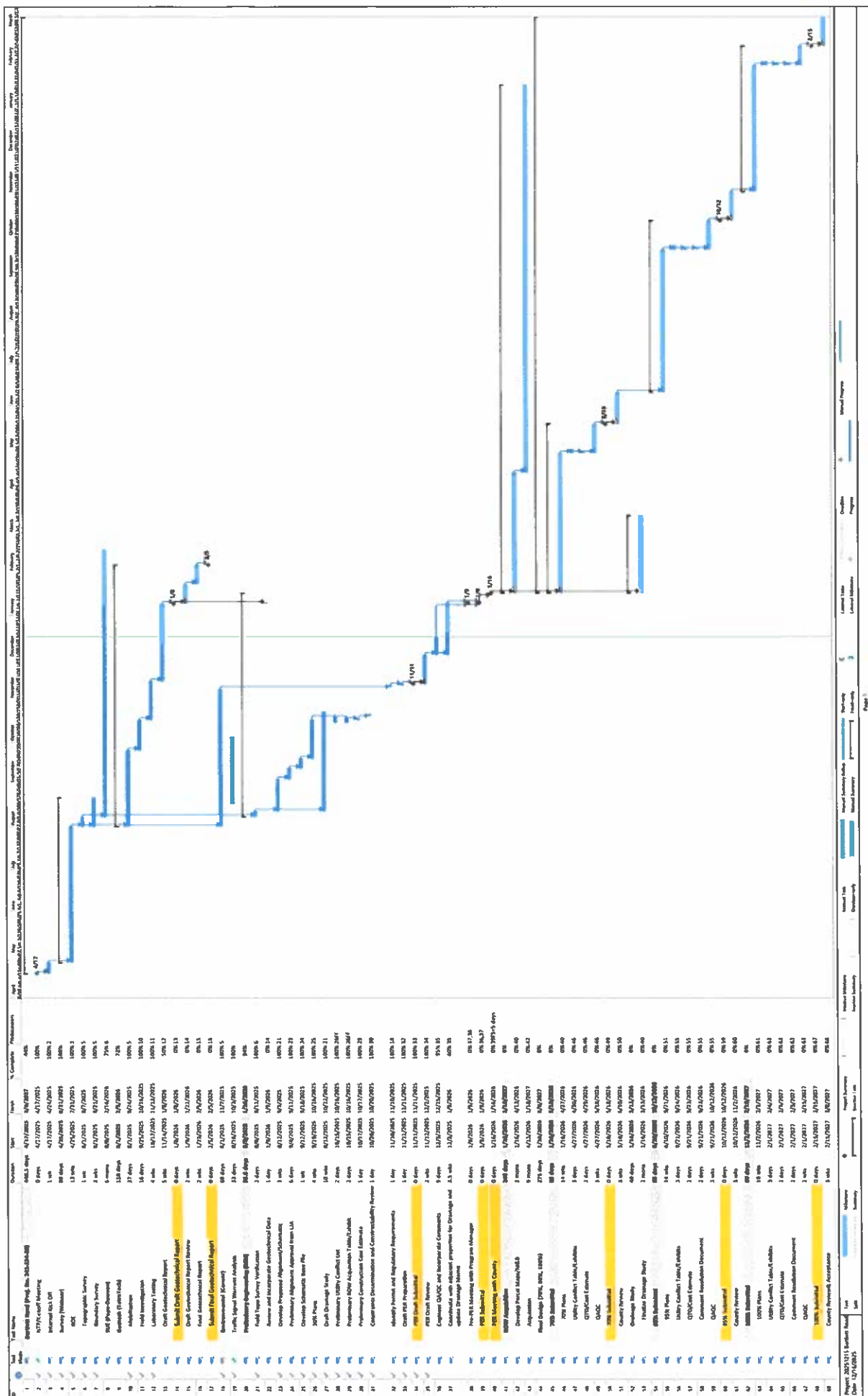
b) Coordinate with Survey, Geotechnical, Environmental, & SUE

A. Meetings -

- 11/4/25 – Bartlett Road Monthly Meeting
- 11/20/25 – Lakes of Cane Island Drainage Meeting
- 11/24/25 – Bartlett Road Drainage Meeting with LJA

B. See attached for updated schedule

- Schedule is delayed for final PER submittal due to drainage analysis. 100% Submittal has been expedited to recover schedule.



## Julie Adams

**From:** Katlyn Dezarn <kdezarn@lja.com>  
**Sent:** Thursday, January 8, 2026 2:15 PM  
**To:** Ross McCall; Luke Fortkamp  
**Cc:** Julie Adams; John Tyler  
**Subject:** 2023 Mobility Bond Invoice | 23402 & 23403 Bartlett Rd S1 & S2  
**Attachments:** 20251215-Invoice6-EHRA-BartlettRoad-2340223403.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 an invoice for you all to review and process! Here is a summary:

Project #: 23402 & 23403  
 Project Name: Bartlett Rd S1 & S2  
 Consultant: EHRA  
 Percent spent so far: 21%  
 Design Schedule Changes: PER Delayed, final submittal date remains the same

Invoice Date	Invoice #	Invoice \$
12/15/2025	113815	\$245,546.16

Thank you so much!

Katlyn Dezarn, PE | Project Engineer

Transportation

O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950  
 3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042  
**EMPLOYEE-OWNED. CLIENT FOCUSED.**

[www.lja.com](http://www.lja.com)



Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer

Transportation

O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950  
 3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042  
**EMPLOYEE-OWNED. CLIENT FOCUSED.**

[www.lja.com](http://www.lja.com)





**Waller County Check Request/Reimbursement Form**

Employee submitting request:

Julie Adams

Department:

Road and Bridge

Total Amount Due:

\$103,622.59

Please make check payable to:

Name: Binkley &amp; Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Please mail check to:

Name: Binkley &amp; Barfield, Inc.

Address: 1710 Seamist Drive

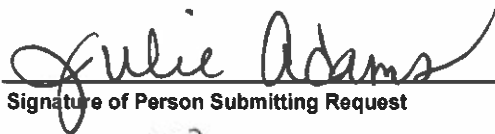
Houston, TX 77008

Purpose of check: Invoice # 77227 Clay Rd

Professional Services from November 01, 2025 to November 30, 2025

Charge to GL line:

605-605-545405



Signature of Person Submitting Request

1-9-26

Date



Signature of Official/Department Head Submitting Request

1-9-26

Date

## BinkleyBarfield



## INVOICE

REMIT TO: Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, TX 77008

Waller Co.

December 18, 2025

Robert McBride  
County Engineer  
775 Bus 290  
East Hempstead, TX 77445

Project No: 0000069938.0000  
Invoice No: 77227

Project Manager: Kevin Mineo

Deputy Project Manager: James Fields  
Waller Co. Project No. : 23406

Total Contract Value: 2,245,846.00

Project 0000069938.0000 Waller County - Clay Rd  
**Professional Services from November 01, 2025 to November 30, 2025**

Phase 0000 Design  
Task 1000 Project Management  
Fee

Billing Phase	Fee	Percent Complete	Earned	Previously Invoiced	Amount This Invoice
Project Management	49,091.00	67.00	32,890.97	30,927.33	1,963.64
Drainage Data Collection	12,692.00	100.00	12,692.00	12,692.00	0.00
Prelim- Rdwy	261,818.00	100.00	261,818.00	261,818.00	0.00
Prelim-Drainage	109,324.00	100.00	109,324.00	109,324.00	0.00
Final Design-Rdwy	586,559.00	25.00	146,639.75	58,655.90	87,983.85
Final Design-Drainage	276,322.00	4.949	13,675.10	0.00	13,675.10
SUE	165,634.00	24.1875	40,062.65	40,062.65	0.00
GeoTechnical	77,278.00	90.00	69,550.20	69,550.20	0.00
Survey	152,645.00	87.3126	133,278.25	133,278.25	0.00
Structural	91,713.00	0.00	0.00	0.00	0.00
Traffic	18,858.00	20.00	3,771.60	3,771.60	0.00
Environmental	18,866.00	32.2741	6,088.84	6,088.84	0.00
Total Fee	1,820,800.00		829,791.36	726,168.77	103,622.59

**Total Fee 103,622.59**

**Total this Task: \$103,622.59**

**Total this Phase: \$103,622.59**

Phase 0700 Construction Phase Services  
Task 1000 Roadway CPS

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			131,263.00
Remaining			131,263.00

**Total this Task:**

Project	0000069938.0000	Waller County - Clay Rd	Invoice	77227
---------	-----------------	-------------------------	---------	-------

Task	2000	Drainage CPS		
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>
Total Billings			0.00	0.00
Limit				13,828.00
Remaining				13,828.00

Total this Task:

Task	SUB1	Weisser CPS		
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>
Total Billings			0.00	0.00
Limit				17,655.00
Remaining				17,655.00

Total this Task:

Total this Phase:

Phase	0800	Optional Additional		
Task	1000	Traffic SUB TDSI		
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>
Total Billings			0.00	0.00
Limit				123,470.00
Remaining				123,470.00

Total this Task:

Task	1001	Survey SUB Weisser		
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>
Total Billings			0.00	0.00
Limit				138,830.00
Remaining				138,830.00

Total this Task:

Total this Phase:

TOTAL DUE THIS INVOICE: \$103,622.59

## Outstanding Invoices

<b>Number</b>	<b>Date</b>	<b>Balance</b>
76428	11.14.2025	87,170.46
<b>Total</b>		<b>87,170.46</b>

Total Now Due \$190,793.05

## Monthly Progress Report November 2025

**Project:** Waller County – Clay Rd

**Project No.:** 23406 (BBI Prj # 0000069938)

**P.O. No.:**

### I. Work Completed to Date

- Submitted revised PER
- Prepared presentation for PER meeting with Waller County
- Began work on 70% design submittal
- Project Management
  - Design team coordination
- Project Meetings
  - Met with LJA on 11/20
  - Met with Harris County on 11/5 about Pitts Rd intersection & Swift gas station

### II. Work Planned for Next Period

- Coordination meetings with engineers of adjacent developments & bond projects
- Continued work on 70% submittal
- Begin work on ROW mapping
- Finalize locations of detention ponds

### III. Milestone Submittals

Submittal	Expected Due Date
Preliminary Design Submittal	Approved 10/24/2025
70% Design Submittal	TBD
95% Design Submittal	TBD
100% Design Submittal	TBD

*James Fields*

**James Fields, P.E.**

*Project Manager – Transportation*

Date: **12/16/2025**

J:\WallerCo\0000069938 0000\_Waller County - Clay Rd\1 00\_Admin\1.03\_Billings\09\_2025\_11\Clay Rd Progress Report 09\_2025\_11.docx

Project Tracker:  
0000069938.0000 Waller County - Clay Rd

Invoice Number. 77227-09  
Billing Period: November 01, 2025- November 30, 2025  
Waller Co. Project No. 23406

Invoice #
Weisser
Linfield
Pape-Dawson
RKCI
Conisor
TEDSI

Phase	Contract Fee	% Complete to Date	Billed to Date	Consultant	Nov-25	Current Billing	Fee Remaining
<b>Roadway and Drainage Design</b>							
Project Management	\$ 49,091.00	67.00%	\$ 32,890.97	BBI	\$ 1,963.64	\$ 1,963.64	\$ 16,200.03
Drainage Data Collection	\$ 12,692.00	100.00%	\$ 12,692.00	BBI	\$ -	\$ -	\$ -
Prelim. Roadway	\$ 261,818.00	100.00%	\$ 261,818.00	BBI	\$ -	\$ -	\$ -
Prelim.Drainage	\$ 109,324.00	100.00%	\$ 109,324.00	BBI	\$ -	\$ -	\$ -
Final Design	\$ 586,559.00	25.00%	\$ 146,639.75	BBI	\$ 87,983.85	\$ 87,983.85	\$ 439,919.25
Final Design-Drainage	\$ 276,322.00	4.95%	\$ 13,675.10	BBI	\$ 13,675.10	\$ 13,675.10	\$ 262,646.90
SUE	\$ 165,634.00	24.19%	\$ 40,062.65	Pape-Dawson	\$ -	\$ -	\$ 125,571.35
GeoTechnical	\$ 77,278.00	90.00%	\$ 69,550.20	RKCI	\$ -	\$ -	\$ 7,727.80
Survey	\$ 152,645.00	87.31%	\$ 133,278.25	Weisser	\$ -	\$ -	\$ 19,366.75
Structural	\$ 91,713.00	0.00%	\$ -	Linfield	\$ -	\$ -	\$ 91,713.00
Traffic	\$ 18,858.00	20.00%	\$ 3,771.60	TEDSI	\$ -	\$ -	\$ 15,086.40
Environmental	\$ 18,866.00	32.27%	\$ 6,088.84	Conisor	\$ -	\$ -	\$ 12,777.16
Construction Phase Services	\$ 162,746.00	0.00%	\$ -	Weisser	\$ -	\$ -	\$ 162,746.00
Optional Additional	\$ 262,300.00	0.00%	\$ -	TEDSI/Weisser	\$ -	\$ -	\$ 262,300.00
<b>Total</b>	\$ 2,245,846.00	36.95%	\$ 829,791.36		\$ 103,622.59	\$ 103,622.59	\$ 1,416,054.64

## Julie Adams

**From:** Katlyn Dezarn <kdezarn@lja.com>  
**Sent:** Thursday, January 8, 2026 3:10 PM  
**To:** Ross McCall; Luke Fortkamp  
**Cc:** Julie Adams; John Tyler  
**Subject:** 2023 Mobility Bond Invoice | 23406 Clay Road  
**Attachments:** 20251118-Invoice #76428-08-BBIClay Rd23406.pdf; 20251218-Invoice #77227-09-BBIClay Rd23406.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.**

Hello again!

Attached are two invoices for this project for you all to review. Here is a summary:

Project #: 23406  
 Project Name: Clay Road  
 Consultant: BBI  
 Percent spent so far: 32%  
 Design Schedule Changes: Final Submittal Date TBD; dependent on drainage coordination

Invoice Date	Invoice #	Invoice \$
11.18.25	76428	\$87,170.46

Project #: 23406  
 Project Name: Clay Road  
 Consultant: BBI  
 Percent spent so far: 37%  
 Design Schedule Changes: Final Submittal Date TBD; dependent on drainage coordination

Invoice Date	Invoice #	Invoice \$
12.18.25	77227	\$103,622.59

Thank you so much!

Katlyn Dezarn, PE | Project Engineer

Transportation

O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950  
 3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042  
**EMPLOYEE-OWNED. CLIENT FOCUSED.**

[www.lja.com](http://www.lja.com)



Top Workplaces USA | 2023



**Alpha Testing, LLC**  
Houston, TX 77095  
713-360-0460  
SEE REMIT TO ADDRESS BELOW

**Project Name:** Waller County - Business Node *C.H. PARKING LOT*  
836 Austin Street  
Hempstead, Texas 77445

**Client:** Waller County Criminal Justice Center  
ATTN: Danny Rothe  
777 Business 290  
Hempstead, TX 77445  
(979) 826-7737

**Invoice No:** 193449  
**Invoice Date:** 11/25/2025  
**Project Mgr:** Heath Helgeson C.E.T.  
22-52H

**Customer P.O. No:** **Project No:** T240296 **Items through:** 11/25/2025 **Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Nuclear Density Gauge	11/19/2025	112	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	11/19/2025	112	\$100.00	TRIP	\$100.00
8.00	Density Testing (91-101)	11/19/2025	112	\$52.00	HOUR	\$416.00
1.00	Material Pickup (ot)	11/19/2025	113	\$78.00	HOUR	\$78.00
1.00	Atterberg Limit Test	11/19/2025	114	\$85.00	EACH	\$85.00
1.00	-200 Sieve	11/19/2025	114	\$85.00	EACH	\$85.00
1.00	Standard Proctor	11/19/2025	114	\$250.00	EACH	\$250.00
1.00	Vehicle Trip Charge	11/20/2025	115	\$100.00	TRIP	\$100.00
4.00	Material Pickup	11/20/2025	115	\$52.00	HOUR	\$208.00
1.00	-200 Sieve	11/20/2025	116	\$85.00	EACH	\$85.00
1.00	Atterberg Limit Test	11/20/2025	116	\$85.00	EACH	\$85.00
1.00	Standard Proctor	11/20/2025	116	\$250.00	EACH	\$250.00
1.00	Vehicle Trip Charge	11/21/2025	117	\$100.00	TRIP	\$100.00
4.00	Proof Rolling Observation	11/21/2025	117	\$52.00	HOUR	\$208.00
1.00	Nuclear Density Gauge	11/24/2025	118	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	11/24/2025	118	\$100.00	TRIP	\$100.00
4.00	Density Testing (102-107)	11/24/2025	118	\$52.00	HOUR	\$208.00
3.50	Engineering Report Review	11/25/2025	0	\$120.00	HOUR	\$420.00

*SOFT COST # 2 3RD FLOOR PROJECT*

Estimated Budget:	\$59,569.00
Previously Invoiced:	\$58,935.50
Total This Invoice:	\$2,978.00
Remaining Budget:	(\$2,344.50)

**Pay this Invoice Total:**

**\$2,978.00**

**PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:**

Alpha Testing, LLC  
PO Box 735418  
Chicago, IL 60673-5418

APPROVED  
DANNY ROTHE  
WC/DF/CM  
12/10/25  
*[Signature]*

# LDDBlueline

Item 28.

333 Cypress Run, Suite 350, Houston, TX, 77094

## Waller County

836 Austin Street  
Suite 124  
Hempstead, TX 77445  
Danny Rothe

No: 51434  
Date: 11/30/2025  
Due Date: 12/30/2025

RECEIVED 12/12/25

## Vehicle Maintenance Garage

0625003

For Services Rendered Through 11/30/2025

Please make checks payable to LDDBlueline, LLC

## Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	\$9,500.00	\$9,500.00	100.00	\$0.00
Design Development	\$11,875.00	\$11,875.00	100.00	\$0.00
Construction Documents	\$16,625.00	\$16,625.00	100.00	\$0.00
Procurement	\$2,375.00	\$2,375.00	100.00	\$0.00
Construction Phase	\$7,125.00	\$3,206.25	60.00	\$1,068.75
<b>Total Professional Services</b>	<b>\$47,500.00</b>	<b>\$43,581.25</b>		<b>\$1,068.75</b>

## Reimbursable

	Unit Rate	Qty	Markup	Amount
Mileage	0.70	258.00	1.10	\$198.66
<b>Total Reimbursable</b>				<b>\$198.66</b>

## Invoice Amount

**\$1,267.41**

606-  
602-  
545407

APPROVED  
DANNY ROTHE  
WC/DP/CM  
12/12/25

D. R. Rothe



# LDDBlueline

Item 29.

333 Cypress Run, Suite 350, Houston, TX, 77094

## Waller County

836 Austin Street  
Suite 124  
Hempstead, TX 77445  
Danny Rothe

No: 51433

Date: 11/30/2025

Due Date: 12/15/2025

RECEIVED 12/12/25

## Waller County, Precinct 2 Annex Building

06.24.008

For Services Rendered Through 11/30/2025

Please make checks payable to LDDBlueline, LLC

## Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	\$37,500.00	\$37,500.00	100.00	\$0.00
Design Development	\$46,875.00	\$21,562.50	52.00	\$2,812.50
Construction Documents	\$65,625.00	\$0.00	0.00	\$0.00
Procurement	\$9,375.00	\$0.00	0.00	\$0.00
Construction Administration	\$28,125.00	\$0.00	0.00	\$0.00
<b>Total Professional Services</b>	<b>\$187,500.00</b>	<b>\$59,062.50</b>		<b>\$2,812.50</b>

**Invoice Amount**

**\$2,812.50**

APPROVED  
DANNY ROTHE  
WC/DE/CM

12/12/25

D. R. Rothe



ODP Business Solutions, LLC  
PO BOX 7241  
SIOUX FALLS SD  
57117-7241

# ORIGINAL INVOICE

Item 30.  
10000

## THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US  
FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
449644906001	2,099.92	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
25-NOV-25	Net 30	25-DEC-25

### BILL TO:

000373-000025  
ATTN: ACCTS PAYABLE  
WALLER CNTY AUDITOR  
836 AUSTIN ST STE 316  
HEMPSTEAD TX 77445-4673

### SHIP TO:

000025  
WALLER COUNTY  
CONSTRUCTION TRAILER  
836 AUSTIN ST  
HEMPSTEAD TX 77445-4667



DEC4'25AM8:42AUDITOR

ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE		
30113665				836AUSTINS		449644906001		19-NOV-25		25-NOV-25		
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER		
266755						CYNTHIA WILSON		STE 203				
CATALOG ITEM #/ MANUF CODE				DESCRIPTION/ CUSTOMER ITEM #			U/M TAX	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	EXTENDED PRICE

	SUB-TOTAL	2,099.94
	TIERED DISCOUNT	-0.02
	DELIVERY	0.00
	SALES TAX	0.00
	TOTAL	2,099.92

All amounts are based on USD currency  
To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

- SDA cost estimate -

029356

Registration #  
Joan Sargent Waller Co. Treasurer  
Deputy Jo Date Jan 8

### DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
WALLER CNTY AUDITOR	266755	449644906001	25-NOV-25	2,099.92	

FL0 002667558 4496449060017 00000209992 1 8

Please  
Send Your  
Check to:

ODP Business Solutions, LLC  
PO Box 660113  
Dallas TX 75266-0113

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.



ODP Business Solutions, LLC  
PO BOX 7241  
SIOUX FALLS SD  
57117-7241

# ORIGINAL INVOICE

100 Item 30.

## THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
449644906001	2,099.92	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
25-NOV-25	Net 30	25-DEC-25

### BILL TO:

ATTN: ACCTS PAYABLE  
WALLER CNTY AUDITOR  
836 AUSTIN ST STE 316  
HEMPSTEAD TX 77445-4673

000373-000025

### SHIP TO:

WALLER COUNTY  
CONSTRUCTION TRAILER  
836 AUSTIN ST  
HEMPSTEAD TX 77445-4667



ACCOUNT NUMBER		PURCHASE ORDER		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
30113665				836AUSTINS		449644906001		19-NOV-25		25-NOV-25	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		DESKTOP		COST CENTER	
266755						CYNTHIA WILSON		STE 203			
CATALOG ITEM #/ MANUF CODE				DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
7698571 5000380341				KEURIG? K-2550" Plumbed 7698571		EA	6	6	0	349.990	2,099.94

000373-000025

DEC2'25PM2:40TREASURER

CONTINUED ON NEXT PAGE...



**UES Professional Solutions 44, LLC**  
Houston, TX 77095  
713-360-0460  
SEE REMIT TO ADDRESS BELOW

**Project Name:** Vehicle Maintenance Garage *SOFT COST*  
200 Sherriff Glenn Smith Dr.  
Hempstead, TX 77445

**Client:** Waller County  
ATTN: Danny R. Rothe  
836 Austin Street, #216  
Hempstead, TX 77445  
(979) 826-7737

**Invoice No:** 192209  
**Invoice Date:** 10/30/2025  
**Project Mgr:** Heath Helgeson C.E.T.  
25-60H

**Customer P.O. No:** **Project No:** T254069 **Items through:** 10/30/2025 **Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
3.00	Atterberg Limit Test	10/15/2025	3	\$85.00	EACH	\$255.00
1.00	Vehicle Trip Charge	10/15/2025	4	\$100.00	TRIP	\$100.00
4.50	Material Pickup	10/15/2025	4	\$60.00	HOUR	\$270.00
1.00	Vehicle Trip Charge	10/22/2025	5	\$100.00	TRIP	\$100.00
8.00	Proof Rolling Observation	10/22/2025	5	\$60.00	HOUR	\$480.00
1.00	Nuclear Density Gauge	10/22/2025	6	\$100.00	TRIP	\$100.00
0.50	Density Testing (ot) (1-8)	10/22/2025	6	\$90.00	HOUR	\$45.00
0.50	Material Pickup (ot)	10/22/2025	7	\$90.00	HOUR	\$45.00
4.00	Atterberg Limit Test	10/22/2025	8	\$85.00	EACH	\$340.00
1.00	Nuclear Density Gauge	10/23/2025	9	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	10/23/2025	9	\$100.00	TRIP	\$100.00
8.00	Density Testing (9-18)	10/23/2025	9	\$60.00	HOUR	\$480.00
2.00	Material Pickup (ot)	10/23/2025	10	\$90.00	HOUR	\$180.00
4.00	Atterberg Limit Test	10/23/2025	11	\$85.00	EACH	\$340.00
1.00	Nuclear Density Gauge	10/24/2025	12	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	10/24/2025	12	\$100.00	TRIP	\$100.00
8.00	Density Testing (19-28)	10/24/2025	12	\$60.00	HOUR	\$480.00
5.00	Material Pickup (ot)	10/24/2025	13	\$90.00	HOUR	\$450.00
5.00	Atterberg Limit Test	10/24/2025	14	\$85.00	EACH	\$425.00
1.00	Vehicle Trip Charge	10/24/2025	15	\$100.00	TRIP	\$100.00
4.00	Material Pickup	10/24/2025	15	\$60.00	HOUR	\$240.00
1.00	-200 Sieve	10/24/2025	16	\$85.00	EACH	\$85.00
1.00	Atterberg Limit Test	10/24/2025	16	\$85.00	EACH	\$85.00
1.00	Standard Proctor	10/24/2025	16	\$250.00	EACH	\$250.00
1.00	Nuclear Density Gauge	10/28/2025	17	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	10/28/2025	17	\$100.00	TRIP	\$100.00
6.00	Density Testing (29-31)	10/28/2025	17	\$60.00	HOUR	\$360.00
8.60	Engineering Report Review	10/30/2025	0	\$150.00	HOUR	\$1,290.00

Estimated Budget:	\$20,000.00
Previously Invoiced:	\$1,202.00
Total This Invoice:	\$7,100.00
Remaining Budget:	\$11,698.00

**Pay this Invoice Total:**

**\$7,100.00**

**\*\*\*NEED AUTHORIZATION LETTER SIGNED\*\*\***

APPROVED DANNY ROTHE WC/BF/CM 12/22/25 *[Signature]*

For any questions concerning this invoice, please contact our project manager for clarification.



**UES Professional Solutions 44, LLC**  
Houston, TX 77095  
713-360-0460  
SEE REMIT TO ADDRESS BELOW

**Project Name:** Vehicle Maintenance Garage  
200 Sherriff Glenn Smith Dr.  
Hempstead, TX 77445

**Client:** Waller County  
ATTN: Danny R. Rothe  
836 Austin Street, #216  
Hempstead, TX 77445  
(979) 826-7737

**Invoice No:** 192209

**Invoice Date:** 10/30/2025

**Project Mgr:** Heath Helgeson C.E.T.  
25-60H

**Customer P.O. No:**

**Project No:** T254069

**Items through:** 10/30/2025

**Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
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**PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:**

UES Professional Solutions 44, LLC  
PO Box 735418  
Chicago, IL 60673-5418

*For any questions concerning this invoice, please contact our project manager for clarification.*



**UES Professional Solutions 44, LLC**  
Houston, TX 77095  
713-360-0460  
SEE REMIT TO ADDRESS BELOW

**Project Name:** Vehicle Maintenance Garage  
200 Sherriff Glenn Smith Dr.  
Hempstead, TX 77445

**Client:** Waller County  
ATTN: Danny R. Rothe  
836 Austin Street, #216  
Hempstead, TX 77445  
(979) 826-7737

**Invoice No:** 193530

**Invoice Date:** 11/25/2025

**Project Mgr:** Heath Helgeson C.E.T.  
25-60H

**Customer P.O. No:**                      **Project No:** T254069                      **Items through:** 11/25/2025                      **Terms:** NET 30

Quantity	Description of work	Report Date	Report #	Unit Price	Per	Extension
1.00	Nuclear Density Gauge	10/31/2025	18	\$100.00	TRIP	\$100.00
1.00	Vehicle Trip Charge	10/31/2025	18	\$100.00	TRIP	\$100.00
3.00	Density Testing (32-35)	10/31/2025	18	\$60.00	HOUR	\$180.00
1.00	Material Pickup	10/31/2025	19	\$60.00	HOUR	\$60.00
1.00	-200 Sieve	10/31/2025	20	\$85.00	EACH	\$85.00
1.00	Atterberg Limit Test	10/31/2025	20	\$85.00	EACH	\$85.00
1.00	Standard Proctor	10/31/2025	20	\$250.00	EACH	\$250.00
1.00	Vehicle Trip Charge	11/7/2025	21	\$100.00	TRIP	\$100.00
4.00	Spread Footing Observation	11/7/2025	21	\$60.00	HOUR	\$240.00
4.00	Concrete-Testing	11/7/2025	22	\$60.00	HOUR	\$240.00
4.00	Concrete Comp. Test (1-4)	11/7/2025	22	\$22.00	EACH	\$88.00
1.00	Vehicle Trip Charge	11/8/2025	23	\$100.00	TRIP	\$100.00
4.00	Cylinder Pickup (ot)	11/8/2025	23	\$90.00	HOUR	\$360.00
4.50	Engineering Report Review	11/25/2025	0	\$150.00	HOUR	\$675.00

SOFT COST #2

Estimated Budget:	\$20,000.00
Previously Invoiced:	\$8,302.00
Total This Invoice:	\$2,663.00
Remaining Budget:	\$9,035.00

**Pay this Invoice Total:**

**\$2,663.00**

**\*\*\*NEED AUTHORIZATION LETTER SIGNED\*\*\***

PLEASE REMIT ALL PAYMENTS TO THE FOLLOWING:

UES Professional Solutions 44, LLC  
PO Box 735418  
Chicago, IL 60673-5418

APPROVED  
DANNY ROTHE  
WC/BF/CM

12/10/25

D.R. Rothe

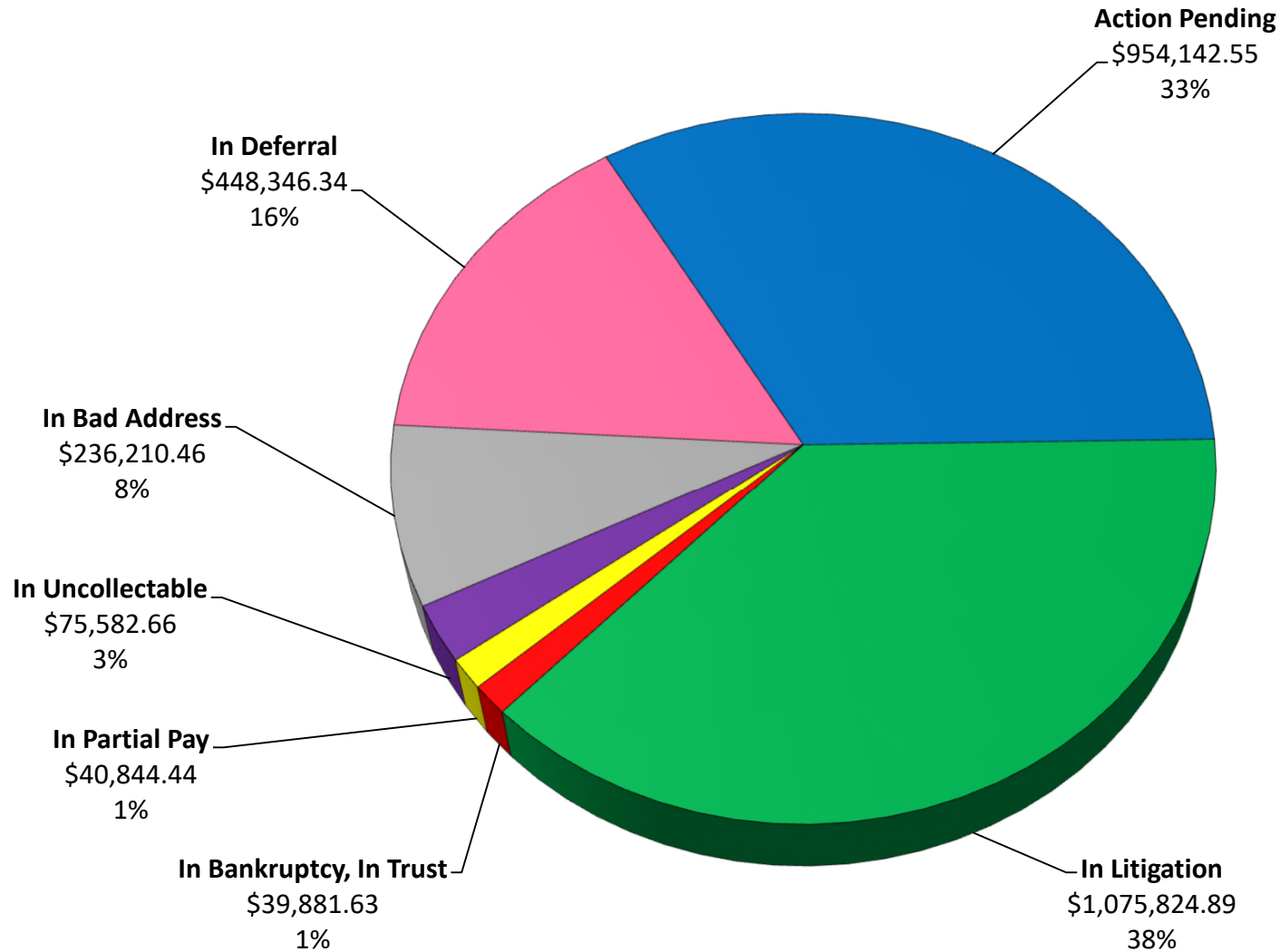
For any questions concerning this invoice, please contact our project manager for clarification.



# COLLECTION REPORT TO WALLER COUNTY

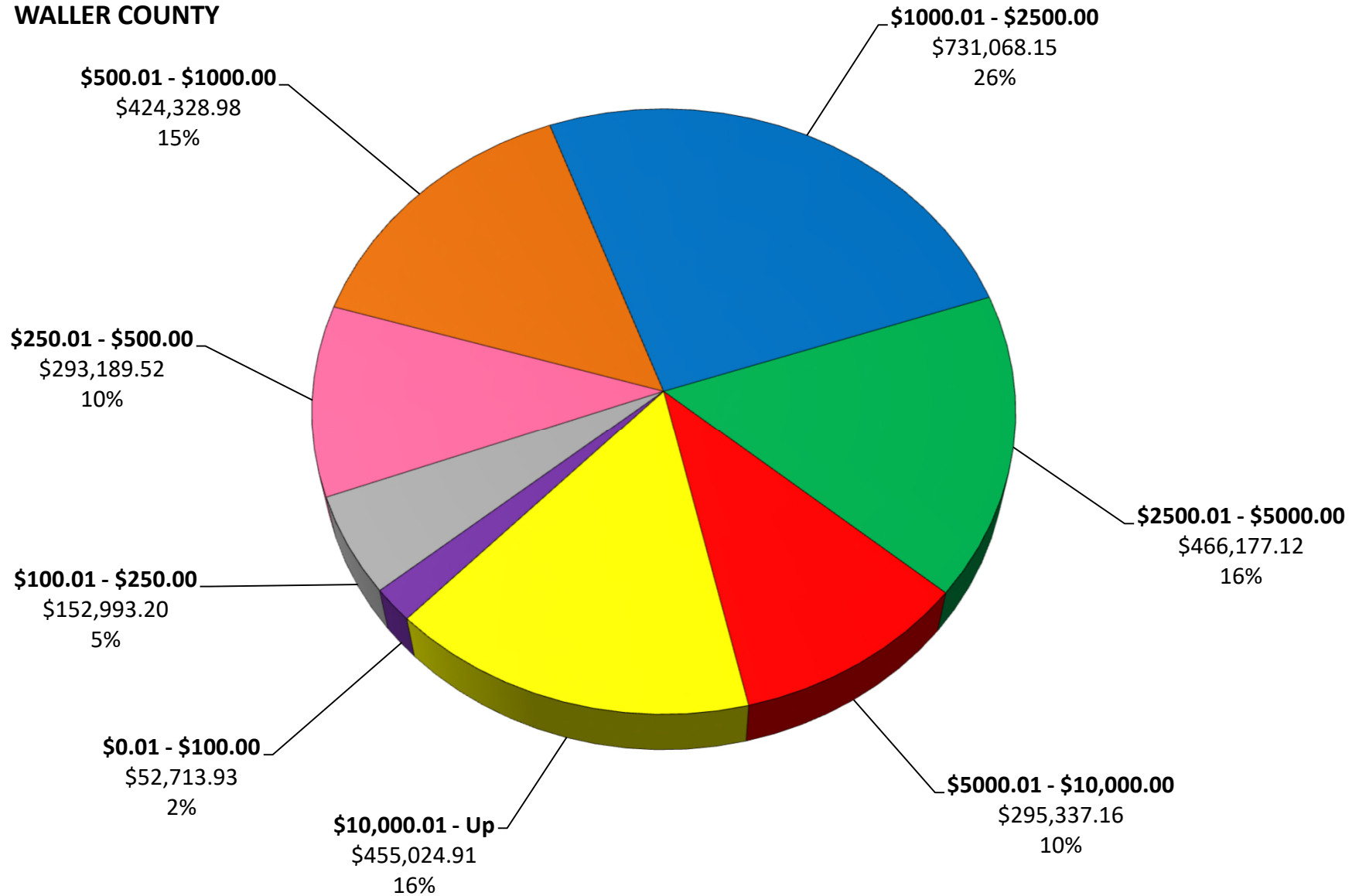
Submitted by: *Otilia Gonzales*  
*January 2026*  
*[www.pbfcml.com](http://www.pbfcml.com)*

**Account Break Down Chart For  
WALLER COUNTY**

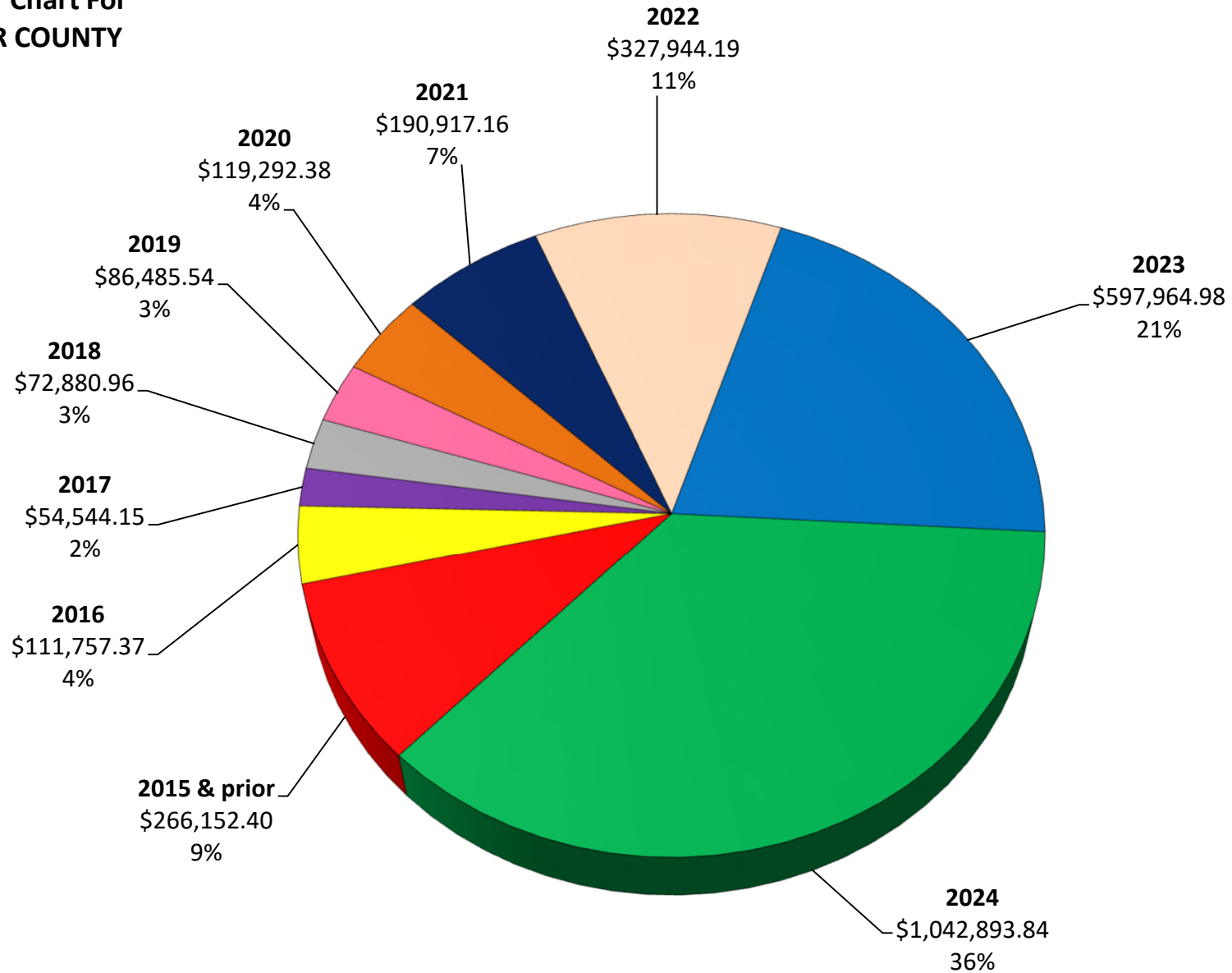




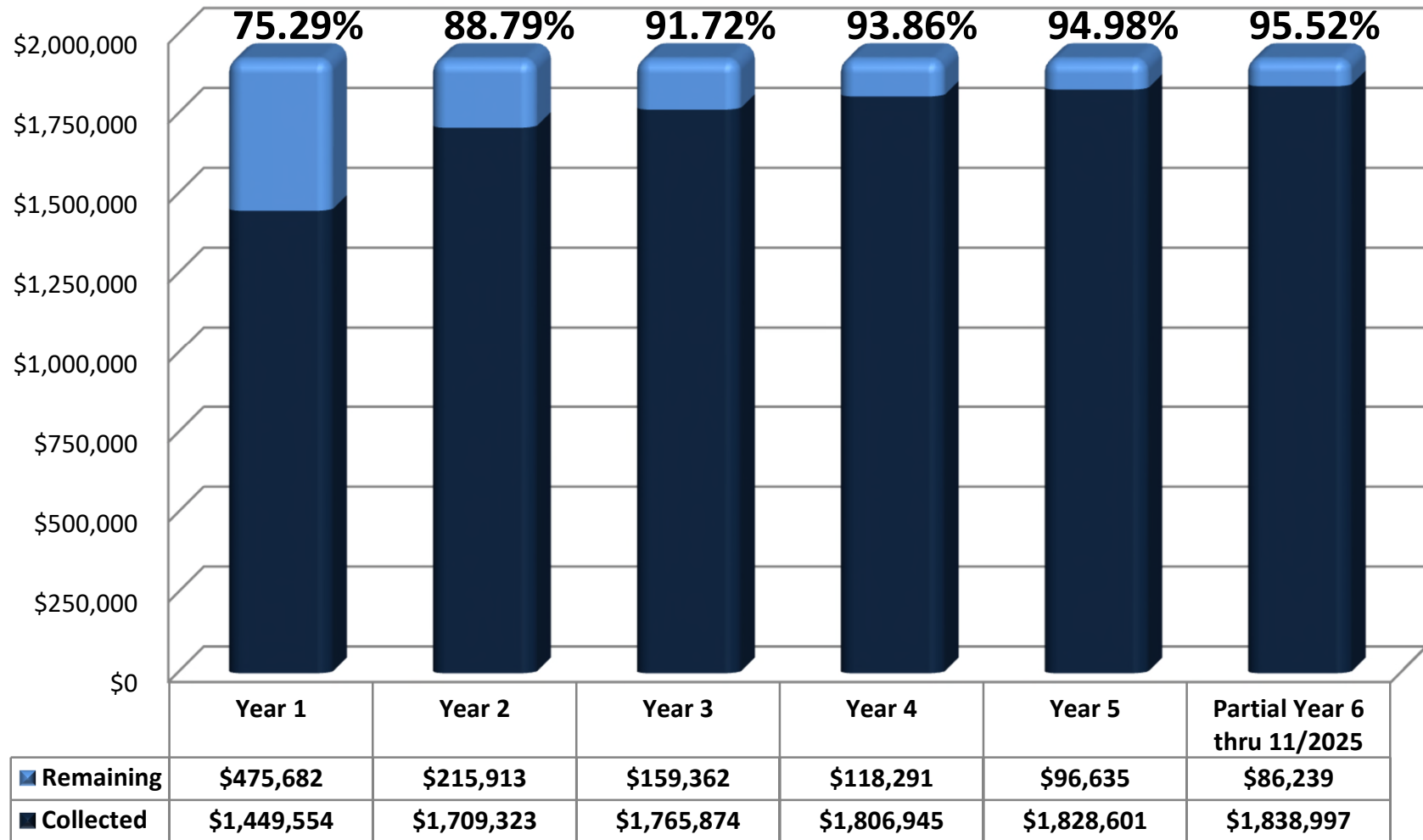
**Dollar Range Chart For  
WALLER COUNTY**



**Tax Year Chart For  
WALLER COUNTY**

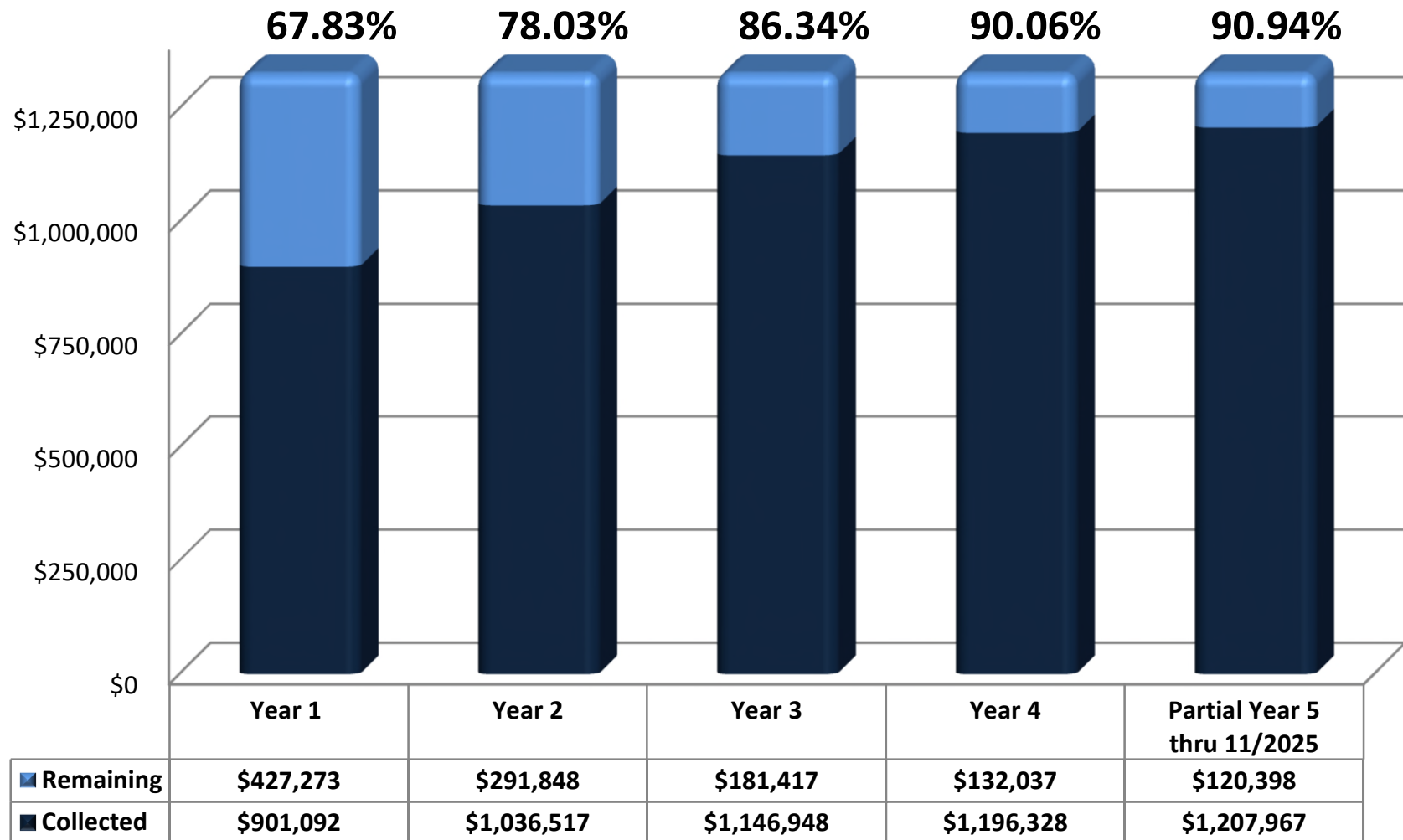


## Waller County 2019 Percentage of Collections



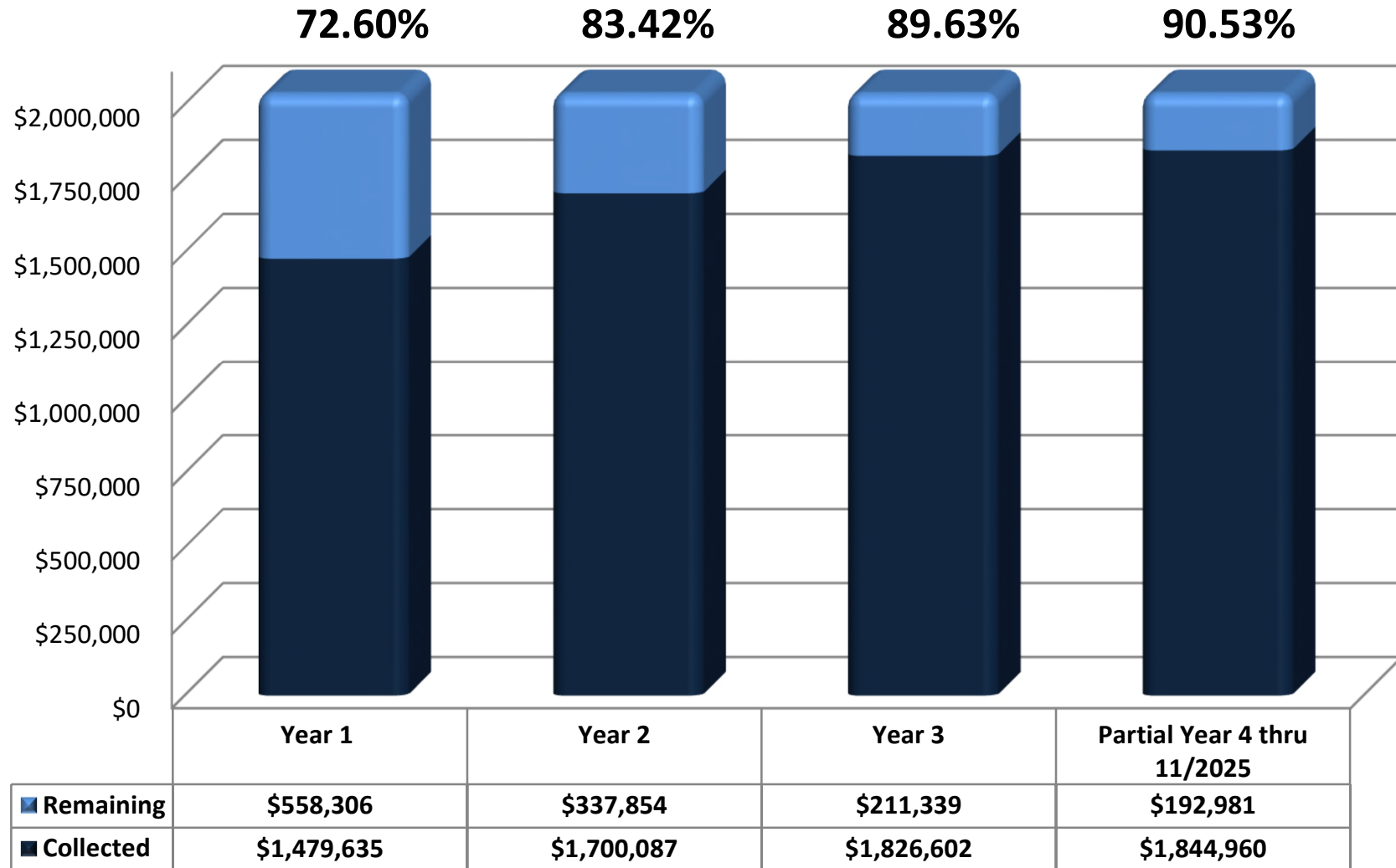
7/1 -6/30 for each year  
Initial Outstanding Base Tax- \$1,925,236

## Waller County 2020 Percentage of Collections



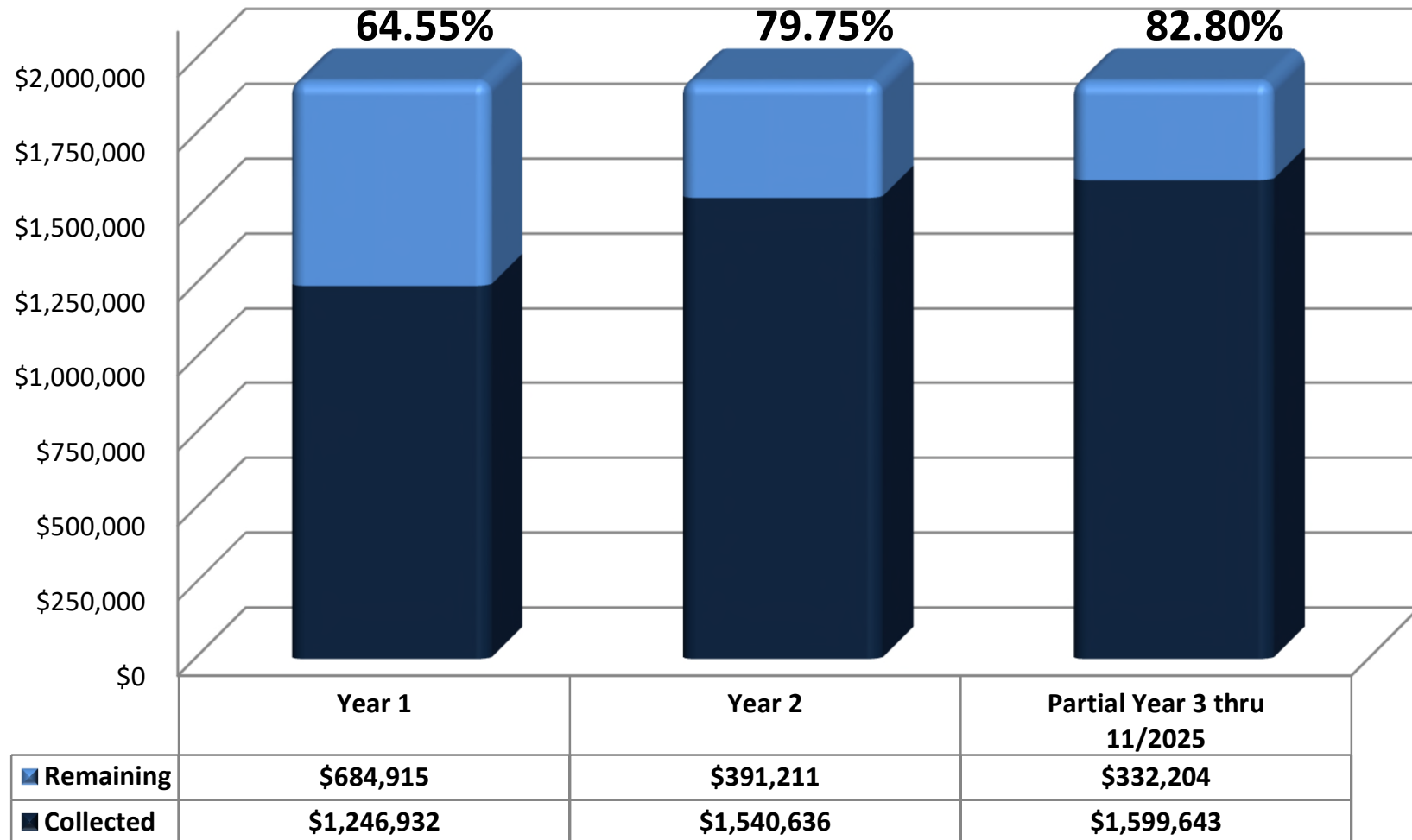
7/1 -6/30 for each year  
Initial Outstanding Base Tax- \$1,328,365

## Waller County 2021 Percentage of Collections



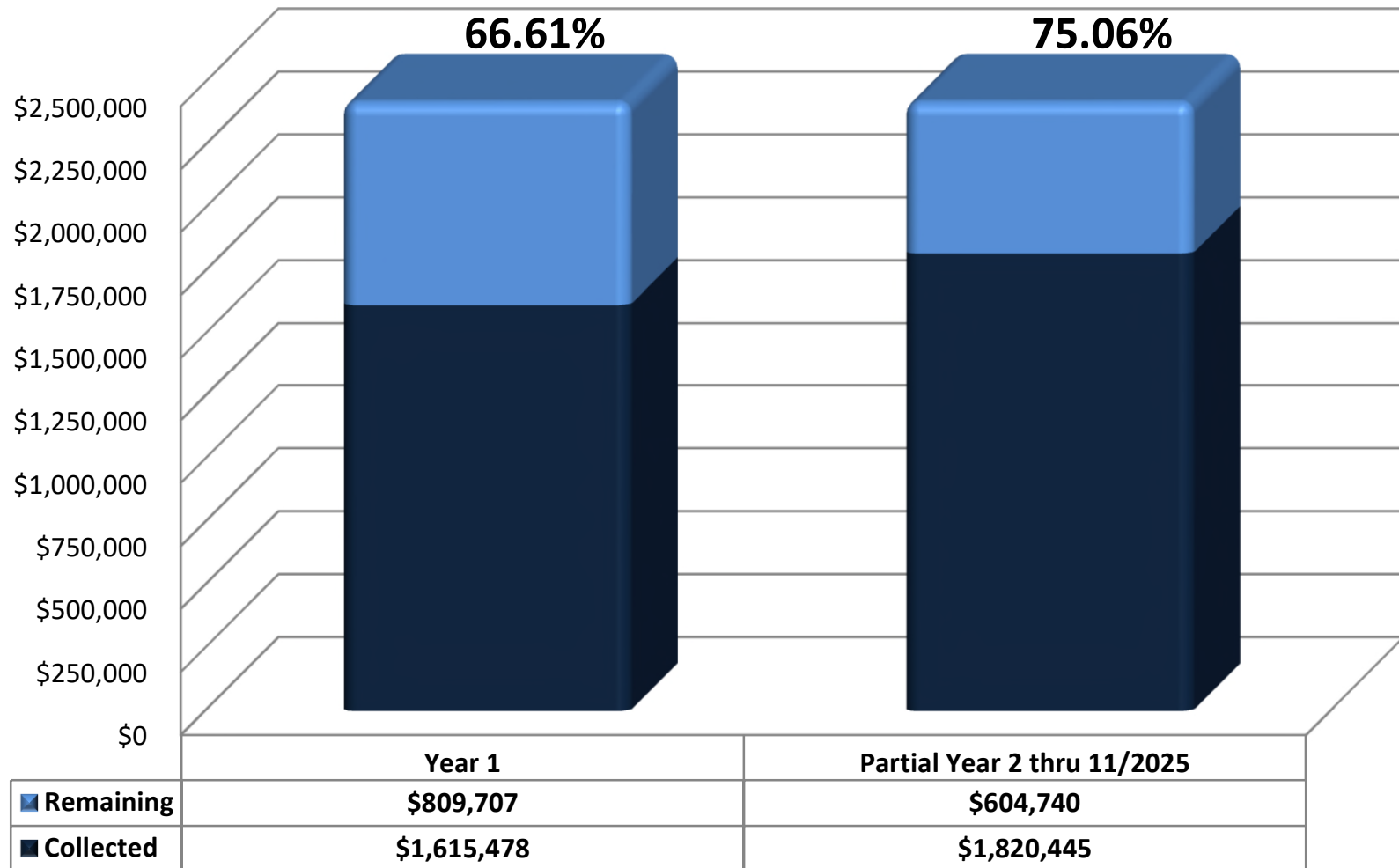
7/1 -6/30 for each year  
Initial Outstanding Base Tax- \$2,037,941

## Waller County 2022 Percentage of Collections



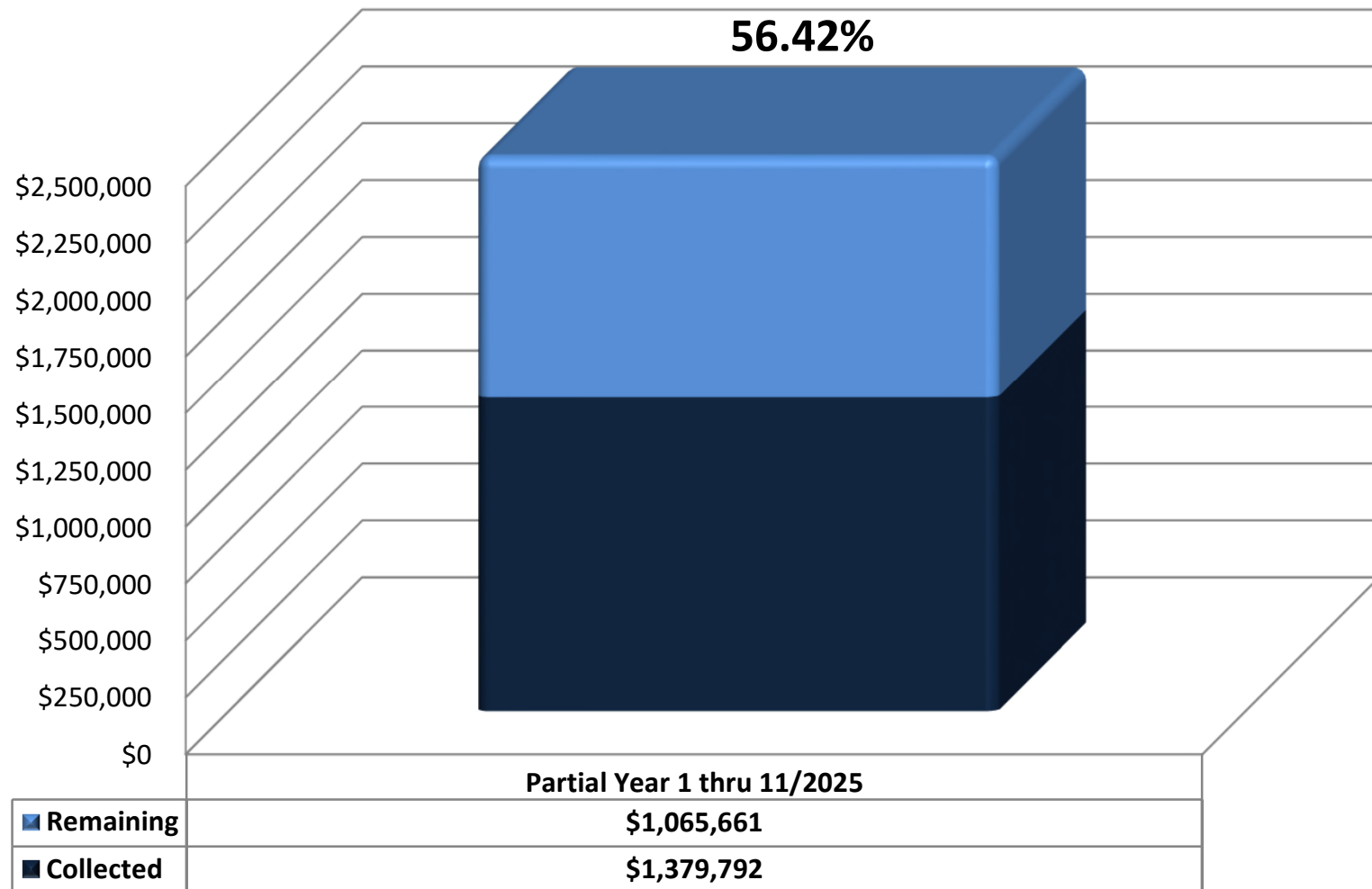
7/1 -6/30 for each year  
Initial Outstanding Base Tax- \$1,931,847

## Waller County 2023 Percentage of Collections



7/1 -6/30 for each year  
Initial Outstanding Base Tax- \$2,425,185

## Waller County 2024 Percentage of Collections



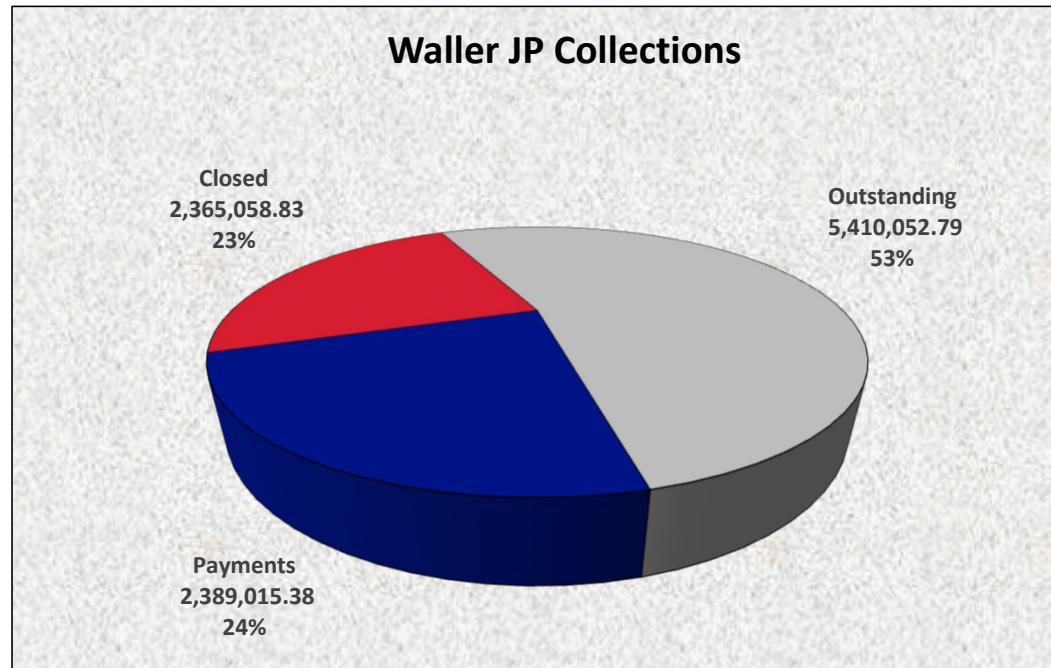
7/1 -6/30 for each year  
Initial Outstanding Base Tax- \$2,445,453



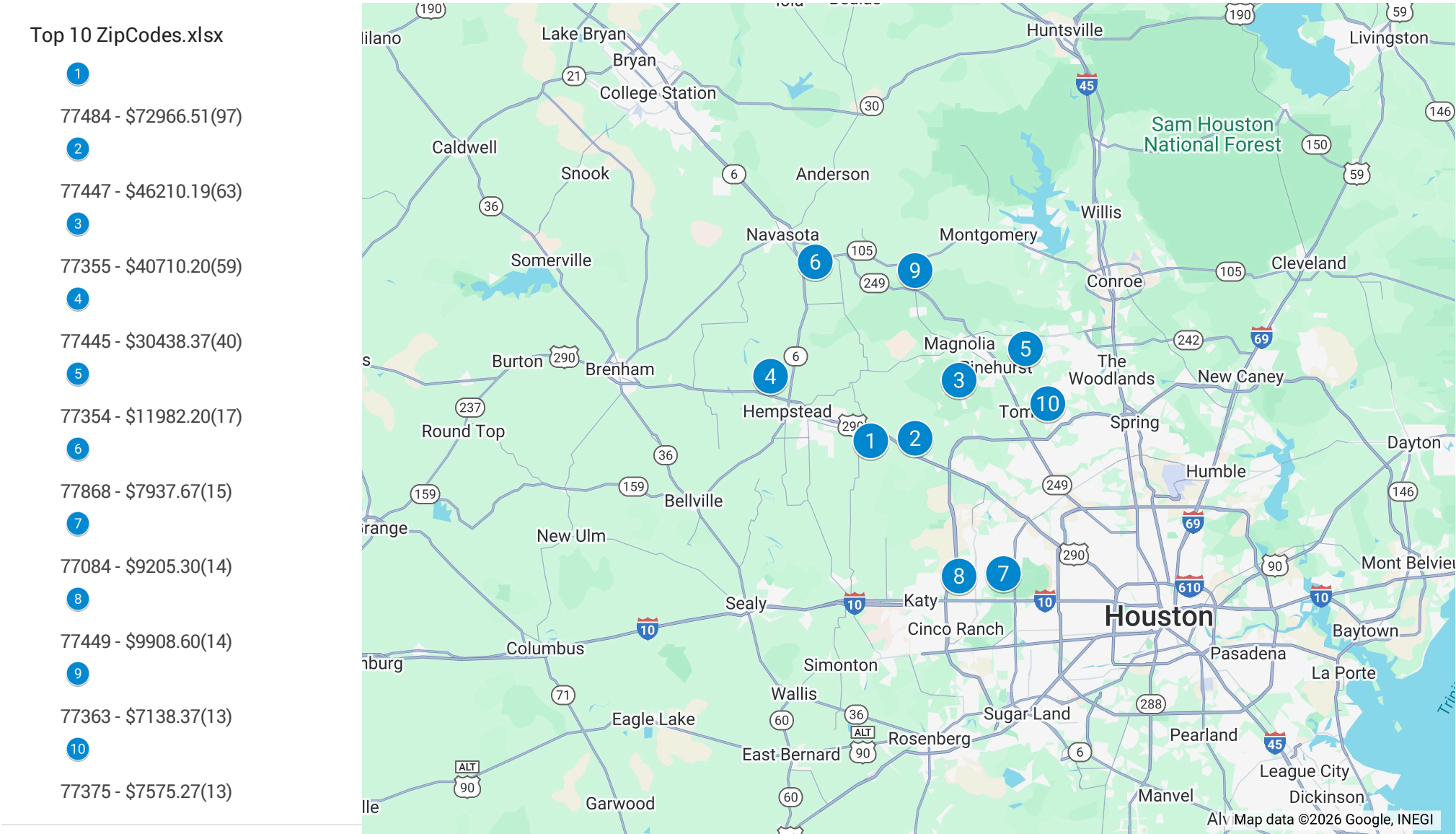
# Perdue, Brandon, Fielder, Collins, & Mott L.L.P

## Collection Report as of January 2, 2026

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total \$ % cleared	Total # % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts	Text Contacts
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #							
<u>Waller JP1 (Karisich)</u>	3,849,887	12,316	730,022	3,150	18.96%	25.58%	437,831	1,914	11.37%	15.54%	30.33%	41.12%	11,287	102,101	6,579	22,420	29,628
<u>Waller JP2 (Woolley)</u>	1,327,851	3,417	291,276	987	21.94%	28.88%	353,918	1,125	26.65%	32.92%	48.59%	61.81%	1,962	17,954	1,440	8,849	8,732
<u>Waller JP3 (Jackson)</u>	588,205	2,018	98,571	517	16.76%	25.62%	60,626	292	10.31%	14.47%	27.06%	40.09%	1,327	5,017	1,765	5,610	9,041
<u>Waller JP4 (Krenek)</u>	4,398,184	12,167	1,269,147	5,867	28.86%	48.22%	1,512,684	4,785	34.39%	39.33%	63.25%	87.55%	8,778	80,078	3,630	24,866	20,223
<b>Total of all JP's</b>	<b>10,164,127</b>	<b>29,918</b>	<b>2,389,015</b>	<b>10,521</b>	<b>21.63%</b>	<b>32.08%</b>	<b>2,365,059</b>	<b>8,116</b>	<b>20.68%</b>	<b>25.57%</b>	<b>42.31%</b>	<b>57.64%</b>	<b>23,354</b>	<b>205,150</b>	<b>13,414</b>	<b>61,745</b>	<b>67,624</b>



# Waller JP2 Top 10 Accounts by Zip Codes





# Waller JP2 Top Bad Address Accounts by Zip Code

BAs\_ZipCodes.xlsx

1

77484 - \$2577.90(7)

2

77445 - \$3563.30(5)

3

77355 - \$3963.70(3)

4

77363 - \$2184.00(3)

5

77447 - \$2296.90(3)

6

76127 - \$955.80(2)

7

77039 - \$1835.60(2)

8

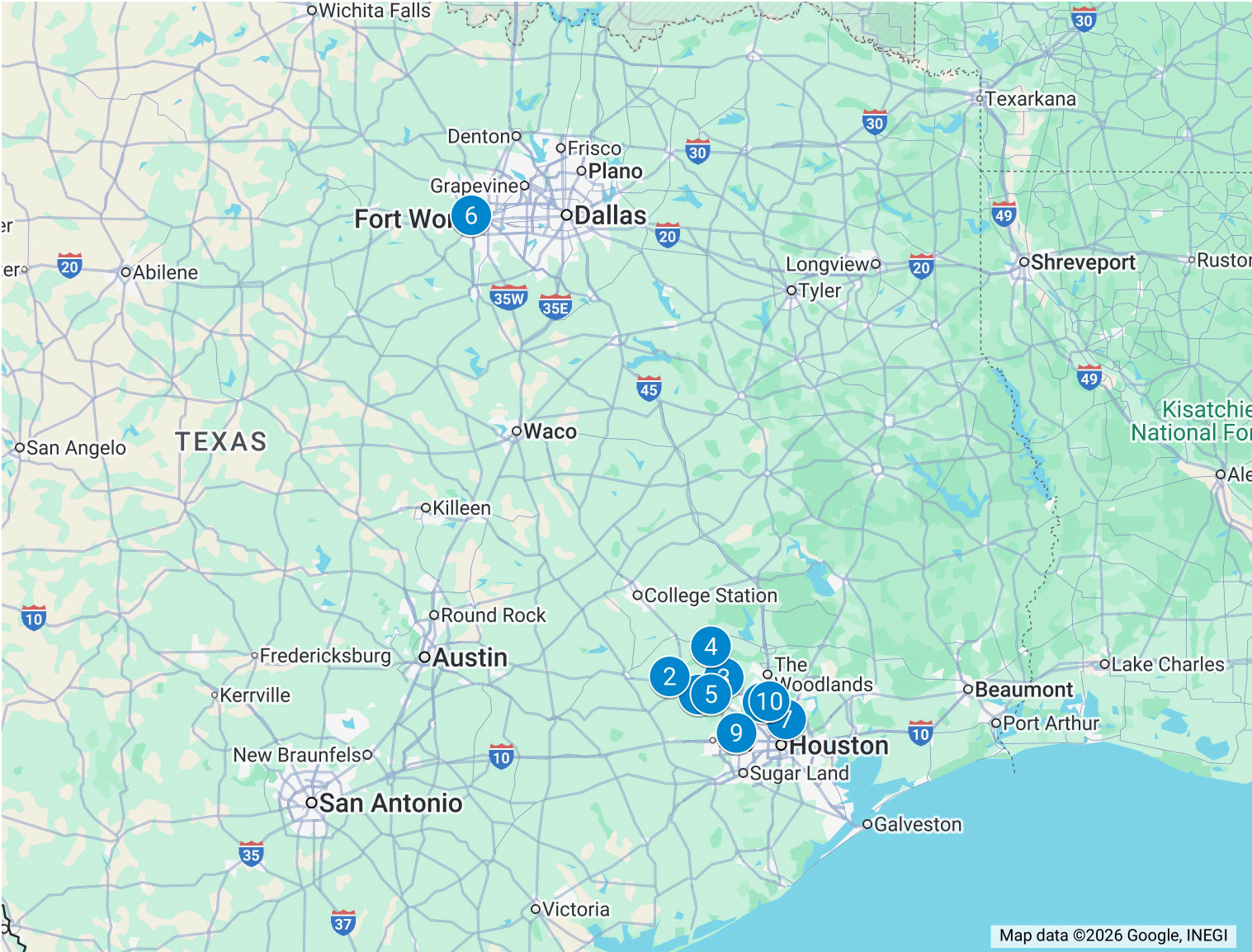
77068 - \$1632.80(2)

9

77084 - \$735.80(2)


10

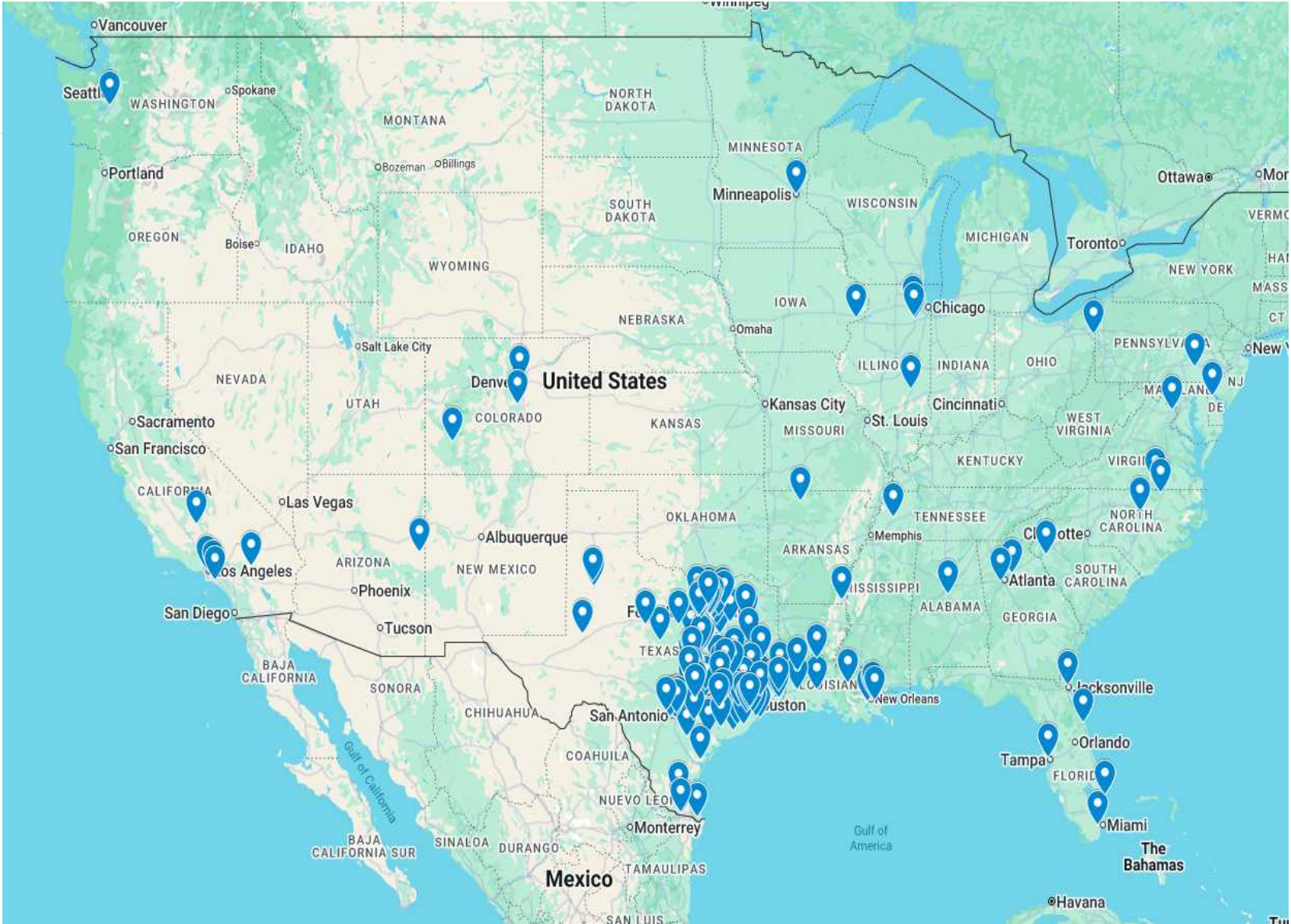
77090 - \$1553.50(2)



# Waller JP2-AII Accounts

All\_ZipCodes.xlsx

 All items







# WALLER COUNTY TAX OFFICE

Item 34.

## WALLER COUNTY, TEXAS

(979) 826-7620  
(979) 826-7619 FAX

CAROLYN MIEDKE  
Tax Assessor-Collector

836 Austin Street, STE. 1400  
Hempstead, TX 77445

### December 2025 Collection Report

Combined Collections (Collections & Penalty and Interest Collections)

City of Hempstead	\$ 994,212.06
City of Brookshire	\$ 1,678,833.07
Royal ISD	\$ 8,904,705.75
Hempstead ISD	\$ 3,152,782.20
East Waller Co. Mgmt.	\$ 10,778.70
Waller-Harris ESD	\$ 3,802,724.58
Brookshire/Katy Drainage District	\$ 1,759,865.80
Waller County	\$ 23,293,480.57
Farm Road	\$ 1,038,850.02
Brookshire Water District	\$ 30,487.32

---

**Total: \$44,666,720.07**



# WALLER COUNTY TAX OFFICE

Item 34.

## WALLER COUNTY, TEXAS

(979) 826-7620  
(979)826-7619 FAX

CAROLYN MIEDKE  
Tax Assessor-Collector

836 Austin Street, STE. 1400  
Hempstead, TX 77445

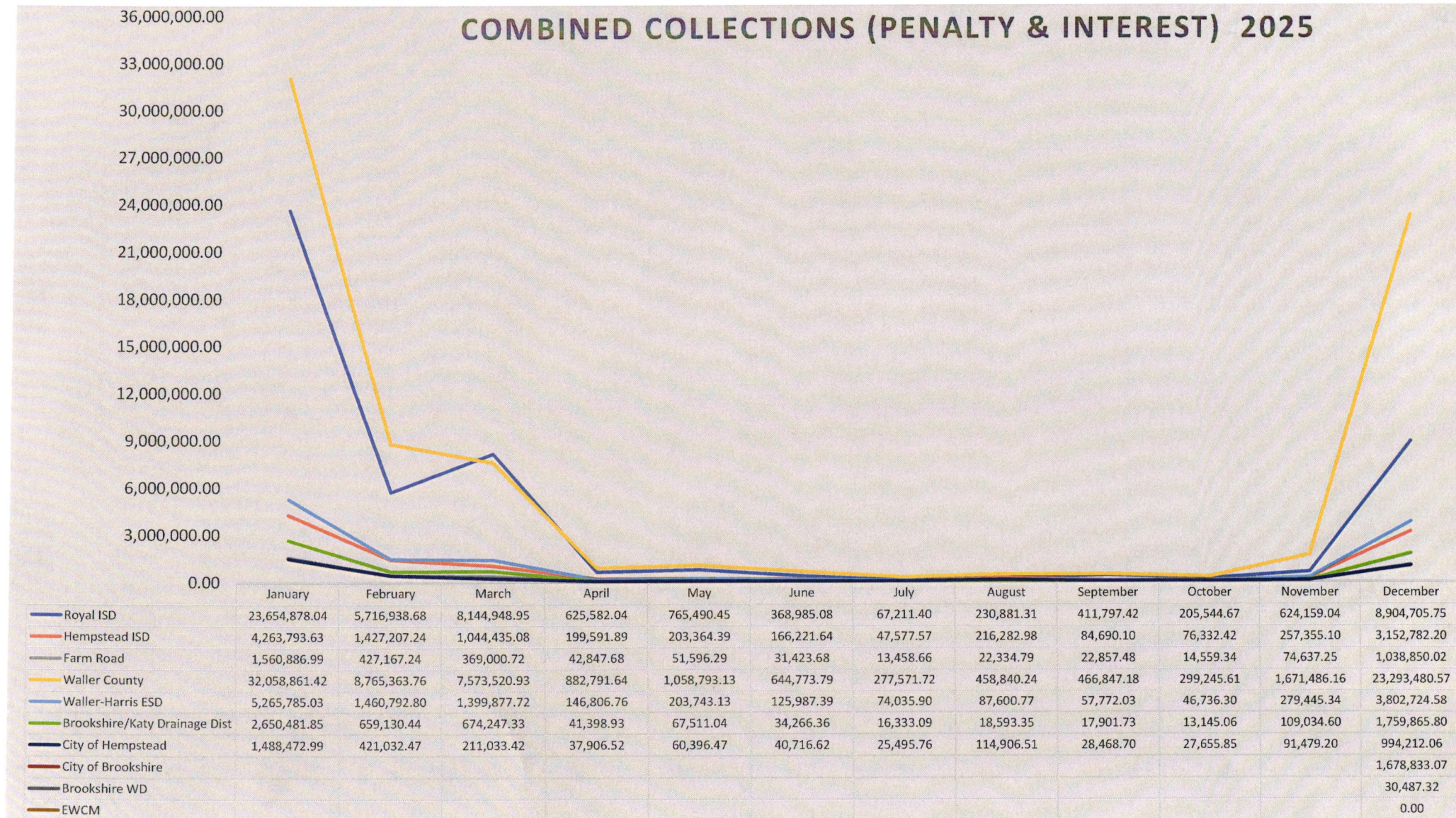
### December 2025 Collection Report

Perdue Brandon Fielder Collins & Mott LLP Attorney Fees

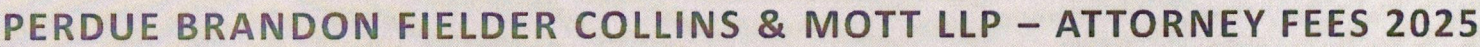
City of Hempstead	\$	3,234.29
City of Brookshire	\$	0.00
Royal ISD	\$	13,846.57
Hempstead ISD	\$	6,758.40
East of Waller Co Mgmt	\$	0.00
Waller-Harris ESD	\$	6,005.89
Brookshire/Katy Drainage District	\$	462.74
Waller County	\$	24,154.13
Farm Road	\$	1,184.73
Brookshire Water District	\$	0.00

**Total: \$ 55,646.75**













# WALLER COUNTY TAX OFFICE

Item 34.

## WALLER COUNTY, TEXAS

(979) 826-7620  
(979)826-7619 FAX

CAROLYN MIEDKE  
Tax Assessor-Collector

836 Austin Street, STE. 1400  
Hempstead, TX 77445

### December 2024 Collection Report

Combined Collections (Collections & Penalty and Interest Collections)

City of Hempstead	\$ 423,607.61
Royal ISD	\$ 3,190,039.97
Hempstead ISD	\$ 1,687,777.07
Waller-Harris ESD	\$ 1,096,679.10
Brookshire/Katy Drainage District	\$ 424,819.74
Waller County	\$ 6,602,123.32
Farm Road	\$ 322,620.68

**Total: \$ 13,747,667.49**

### December 2025 Collection Report

Combined Collections (Collections & Penalty and Interest Collections)

City of Hempstead	\$ 994,212.06
City of Brookshire	\$ 1,678,833.07
Royal ISD	\$ 8,904,705.75
Hempstead ISD	\$ 3,152,782.20
East Waller Co. Mgmt.	\$ 10,778.70
Waller-Harris ESD	\$ 3,802,724.58
Brookshire/Katy Drainage District	\$ 1,759,865.80
Waller County	\$ 23,293,480.57
Farm Road	\$ 1,038,850.02
Brookshire Water District	\$ 30,487.32

**Total: \$44,666,720.07**

STATE OF TEXAS §

COUNTY OF WALLER §

**TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS,  
ADCW HOLDINGS, LLC AND COREWORKS HEAT EXCHANGERS, LLC**

This tax abatement agreement (“Agreement”) is entered into by and between Waller County, Texas (“County”), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners’ Court, ADCW Holdings, LLC, (“ADCW”), a Texas limited liability company having its principal place of business at 1200 Alegacy Place, Waller, Texas 77484, and CoreWorks Heat Exchangers, LLC (“CoreWorks”), a Texas limited liability company having its principal place of business at 1300 Alegacy Place, Waller, Texas 77484, (each a “Party,” and collectively “Parties”) on January 21, 2026. ADCW and CoreWorks are the owner and lessee, respectively, of taxable property located within Waller County, Texas and the City of Waller Reinvestment Zone #2, (“Reinvestment Zone”).

**RECITALS:**

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (“Commissioners Court”) has previously adopted the Waller County Tax Abatement Guidelines and Criteria (“Waller County Policy”) governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate “guidelines and criteria” to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

WHEREAS, the County has adopted a resolution stating that it elects to participate in tax abatements; and

WHEREAS, the City of Waller City Council ordered the designation of Reinvestment Zone Number 2-CI of the City of Waller as authorized by Texas Tax Code Chapter 312 on February 6, 2025, and which the City renamed to City of Waller Reinvestment Zone #2 on May 19, 2025 to comply with the Texas Comptroller of Public Account’s reinvestment zone naming standards, and said orders are attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

**NOW THEREFORE**, the Parties mutually agree as follows:

**1. DEFINITIONS**

The following words have the meanings specified when used in this Agreement:

- 1.1 “Abatement Period” means a period of eight (8) years, commencing January 1st of the year following completion of the Building, continuing for a period of eight (8) years and

terminating on December 31<sup>st</sup> of the eighth year. Each year shall be a three hundred and sixty-five (365) day period beginning on January 1 and ending on December 31<sup>st</sup> of the relevant year, except for leap years which shall be three hundred and sixty-six (366) day periods.

- 1.2 “Agreement Term” means the period beginning on the Effective Date and continuing through December 31<sup>st</sup> of the eighth (8<sup>th</sup>) year of the Abatement Period.
- 1.3 “Ad Valorem Tax,” whether or not capitalized, means a tax assessed according to the value of property.
- 1.4 “Base Year Value” means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.
- 1.5 “Building” means the approximately one hundred and thirty thousand (130,000) square foot facility that will be constructed by ADCW on the Premises, and is described on Exhibit B.
- 1.6 “Effective Date” means the date of the last signature affixed hereto.
- 1.7 “Employee” means a person who:
  - a. is paid directly, or in the case of a contract employee, paid directly or indirectly, by CoreWorks, and
  - b. regularly works at least 40 hours a week at or based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.
- 1.8 “Improvements” means the Personal Property Improvements together with the Real Property Improvements.
- 1.9 “Inventory” means taxable personal property that is held for sale in the ordinary course of a trade or business
- 1.10 “Personal Property Improvements” means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy, and as shown on Exhibit B.
- 1.11 “Premises” means the parcel of land owned by ADCW located in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.
- 1.12 “Project” means the development of the Premises for the manufacture of brazed aluminum heat exchangers for the liquid natural gas industry and the construction and/or installation of the Improvements.
- 1.13 “Real Property Improvements” means the Building and any other buildings, including buildings on skids and portable buildings, parking areas, and any fences attached to the land and as shown on Exhibit B.
- 1.14 “WCAD” means the Waller County Appraisal District.
- 1.15 “Year,” whether or not capitalized, means a calendar year beginning on January 1<sup>st</sup> and continuing through December 31<sup>st</sup>.

## **2. THE PROPERTY**

- 2.1 The “Premises” is the approximately 7.69 acre parcel of land located in Waller, Texas, and legally described on Exhibit A. On or before the commencement of construction of the Building (defined below), and prior to execution of this Agreement, ADCW will own the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.
- 2.2 The Building is the approximately one hundred and thirty thousand (130,000) square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by ADCW and will be leased to and occupied by CoreWorks.
- 2.3 The Personal Property Improvements are the personal property and equipment identified in Exhibit B, and will be owned and installed at the Building by CoreWorks.

## **3. THE TAX ABATEMENT**

- 3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 2.2, Tax Abatement Percentages.
- 3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1	100%
Year 2	80%
Year 3	80%
Year 4	80%
Year 5	80%
Year 6	50%
Year 7	50%
Year 8	50%

- 3.3 Appraisal: It is understood, and agreed among the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.
- 3.4 Appraisal Protest: ADCW and CoreWorks shall have the right, jointly or severally, to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect either entity’s right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

- 3.5 Effect of Appraisal Protest: If ADCW or CoreWorks protests the certified appraised value of the Improvements, and the certified appraised value is reduced as a result of the protest, then the percentage of the abatement granted herein will be adjusted downward by the same percentage rounded to the nearest whole number. For example, if a protest results in the reduction of the property's certified appraised value by 6.6%, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. The reduction only applies to the property for which the certified appraised value is reduced.
- 3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** ADCW and CoreWorks shall be subject to taxation on all real and personal property not abated or otherwise exempted.

#### **4. COMPANY PERFORMANCE OBLIGATIONS**

- 4.1 Investment: ADCW shall invest, or cause to be invested, a cumulative amount of at least twenty-five million dollars (\$25,000,000) into the Project in Real Property Improvements by December 31, 2027. CoreWorks shall invest, or cause to be invested, a cumulative amount of at least fifteen million dollars (\$15,000,000) into the Project in Personal Property Improvements by December 31, 2027.
- 4.2 Real Property Improvements: ADCW shall make or cause to be made the Real Property Improvements at the Premises, which shall be of the kind, number, and location described in Exhibit B. ADCW shall, prior to December 31, 2027, construct the Building.
- 4.3 Personal Property Improvements: CoreWorks shall install and maintain the Personal Property Improvements at the Building, which shall have an investment value, as determined in its first year of service, as shown on Exhibit B.
- 4.4 Improvement Quality: ADCW and CoreWorks shall ensure that the Improvements for which they are each responsible are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.
- 4.5 Premises Operation: CoreWorks shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, continuously operate and maintain the Building and Premises as [a manufacturing facility for brazed aluminum heat exchangers for the liquid natural gas industry]. Neither ADCW nor CoreWorks shall change the principal use of the Premises or Building without prior written approval from the Commissioners Court.
- 4.6 Premises Maintenance: Both ADCW and CoreWorks agree to maintain the Building and Premises, and any other constructed improvements in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

- 4.7 Job Creation: For the duration of this Agreement, CoreWorks shall employ an agreed number of persons as set forth below.
- a. Required Number of Employees: By the end of Year 2 of the Abatement Period, and continuing through December 31 of the final year of the Abatement Period, at least one hundred and four (104) new Employees must be employed at or based from the Premises. The Parties agree and understand that the number of Employees within a certain job class may increase or decrease and that CoreWorks will be in compliance with the Employee requirements so long as one hundred and four (104) new Employees are employed during the Abatement Period, as described herein, regardless of the number of new Employees in each position.
  - b. Waller County Applicants: Where there are qualified applicants, whose principal residence is within Waller County, Texas, CoreWorks shall make a good faith effort to employ such persons to fulfill its Employee obligations. CoreWorks may contact the County to assist in obtaining applicable training grants, if available, to ensure that citizens of Waller County are given every opportunity for employment.
  - c. Employee Benefits: CoreWorks shall offer all of its employees based at the Premises substantially similar employee benefits as those employee benefits offered to other similarly situated employees of CoreWorks.
  - d. Employment Law: CoreWorks shall comply with all applicable federal and state laws governing the employment relationship between employers and employees.
  - e. Failure to Maintain Required Number of Employees: In the event that CoreWorks fails to maintain at least forty-nine percent (49%) of the required minimum number of Employees at the Premises in accordance with (and during the period set forth in) Section 4.7(a) for any consecutive ninety (90) calendar day period, the tax abatement granted by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of Employees that is maintained in the consecutive ninety (90) calendar day period. For example, if the actual average number of Employees is reduced by 6.6% during a given year, then the percentage of the tax abatement granted for that year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number reducing the abatement by 7%. Should CoreWorks not maintain the required number of employees, and reduce the taxable value of real or property as a result of tax protest, then the greater of the two shall be applied to the reduction.
  - f. Both ADCW and CoreWorks represent that there is no litigation pending against their respective entities for any violation under the Occupational Safety and Health Act.
- 4.8 Inventory: Beginning Year 1 of the Abatement Period, and for each year during the Abatement Period, CoreWorks shall maintain a minimum one million and five hundred thousand (\$1,500,000) rendered taxable inventory value at the Premises. The inventory value is determined as of January 1 of each tax year. CoreWorks agrees to render its personal property at the Premises for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. CoreWorks shall give the WCAD any necessary permission required for the WCAD to

provide copies of CoreWorks' tax documents to the County for the purpose of verifying rendered inventory values. If CoreWorks fails to maintain the specified inventory values, CoreWorks shall not receive the Tax Abatement for the year in which it fails to maintain the specified inventory values.

- 4.9 Records: ADCW and CoreWorks, as applicable, shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine: i) the amount of the required investment into the Building and Premises, ii) the hire and termination date of each full-time Employees at the Premises, iii) employee records sufficient to determine whether and how many Employees have a principal residence in Waller County when hired, and iv) the creation, maintenance, and retention of full-time jobs at the Premises. CoreWorks shall not be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific Employees. Each entity shall maintain these records for the Agreement Term. ADCW and CoreWorks, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review at the Premises records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. ADCW and CoreWorks may withhold any information it reasonably deems to be confidential (subject to the requirements of any applicable statute). In the event that the County is unable to determine compliance because ADCW or CoreWorks denies access to the information, or information is withheld hereunder, then County may terminate this Agreement upon written notice to ADCW and CoreWorks. The County agrees it will make best efforts not to interrupt ADCW's or CoreWorks' business with such inspections.
- 4.10 Required Forms: ADCW and CoreWorks acknowledge that it is their individual responsibilities to file the Forms 50-116, 50-141, 50-142, the Waller County Tax Abatement Agreement Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement. Both entities shall reasonably cooperate with one another in connection with such documentation and reports.
- 4.11 Compliance Certification: ADCW and CoreWorks shall, before December 31 of each year, complete and submit to the WCAD the Waller County Tax Abatement Agreement Certification Form, certifying that each is in compliance with its respective obligations under the Agreement. CoreWorks shall specifically certify that is satisfies the Employment requirements set forth in Section 4.7, and the inventory requirements specified in Section 4.8. Both entities shall reasonably cooperate with one another other in connection with the annual certification.
- 4.12 Right of Access: ADCW and CoreWorks each agree that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days' prior written notice to inspect the Improvements to

ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement, during the Abatement Period. The County agrees (i) to give CoreWorks written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) CoreWorks shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to either ADCW or CoreWorks, or any third party, that ADCW or CoreWorks followed federal, state, or local laws or regulations.

- 4.13 Relocation or Business Cessation: Both ADCW and CoreWorks must provide the County thirty (30) days written notice if their respective entities relocate or cease business activities. In the event of relocation or business cessation, unless the relocating or ceasing entity provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.
- 4.14 No Delinquent Taxes: Neither ADCW nor CoreWorks shall allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that both entities are entitled to the appraisal protests provided for in Section 3.
- 4.15 No Decrease: ADCW and CoreWorks understand and agree that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

## **5. TERMINATION, DEFAULT, AND RECAPTURE**

- 5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by all Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.
- 5.2 Termination by Owner: This Agreement may be terminated by either entity if it elects not to proceed with the project before the Abatement Period commences.
- 5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of any party. The County may terminate this Agreement as to one or more parties in default. The decision as to whether to terminate this Agreement in its entirety, or only as to one or more defaulting parties is in the County's sole discretion.
- 5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:
  - a. Either ADCW or CoreWorks fails to complete or install its respective Improvements as identified in Exhibit B within the time specified by this Agreement;



- b. CoreWorks fails to employ at least fifty percent (50%) of the number of Employees in accordance with, and during the period set forth in Section 4.7 of this Agreement for any consecutive ninety (90) calendar day period;
- c. Either ADCW or CoreWorks fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;
- d. Either ADCW or CoreWorks becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;
- e. During the Abatement Period, either ADCW or CoreWorks operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;
- f. CoreWorks fails to maintain the minimum rendered taxable value of inventory at the Premises as noted in Section 4.8;
- g. Either ADCW or CoreWorks files any petition for bankruptcy;
- h. Any breach of the terms or conditions of this Agreement.

A Party will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

- 5.5 Notice of Default: The County shall provide thirty (30) days written notice to a defaulting party that the party is in default. County intends to terminate the Agreement as to the defaulting party. The County shall also provide the written notice to each other party, whether or not in default.
- 5.6 Opportunity to Cure: If a default may be cured, a defaulting party shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the defaulting party does not cure the default within the time allotted, the County, in its sole discretion, may terminate the Agreement in its entirety, or as to the defaulting party. The cure, if made, shall be to the County's satisfaction. If a cure is not possible, County, in its sole discretion, may terminate the Agreement in its entirety, or as to the defaulting party.
- 5.7 Termination: If either ADCW or CoreWorks defaults or fails to perform in accordance with the terms of the Agreement, and fails to timely cure such default, then County, in its sole discretion, shall unilaterally have the right to terminate this Agreement in its entirety, or as to the defaulting party. If the County determines that the Agreement will be terminated only as to the defaulting party, the Agreement will continue in force for the non-terminated parties.
- 5.8 Recapture, Interest, and Penalty: A terminated party shall pay to the County any and all property taxes that were abated, if any, during the years in which the terminated party was in default. The County shall provide the terminated party a written demand for the recaptured taxes, and the terminated party shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge the terminated party interest on any recaptured taxes, and on any other taxes delinquent at the time of

termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

- 5.9 Bankruptcy: If either ADCW or CoreWorks, or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement for both ADCW and CoreWorks which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.
- 5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

## **6. ASSIGNMENT**

- 6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns of all Parties.
- a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:
    1. An Assignment must be publicly posted by the County for thirty (30) days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
    2. The assignee must explicitly accept all of assignor's obligations under this Agreement,
    3. The assignor must retain all of its obligations under this Agreement until the Assignment becomes effective;
    4. The Assignment must be executed by both the assignor and the assignee.
    5. The assignor must provide the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the Assignment.
  - b. ADCW or CoreWorks may assign this Agreement without prior written consent from the County if such assignment is to any entity that is directly or indirectly controlled by, or is in common control with the transferor entity provided that:
    1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
    2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for thirty (30) days prior to the regularly scheduled Commissioners Court meeting;
    3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
    4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
    5. The Assignment is executed by both the assignor and the assignee; and

6. The assignor provides the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.
- c. ADCW and CoreWorks understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.
- d. All future permitted assignees shall be bound by all terms, provisions, and representations of this Agreement. All permitted assignments must require the assignee to irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions set out in this Agreement. The County, at its option, may require ADCW and/or CoreWorks to guarantee the performance and payment of the assignee under this Agreement.

## **7. PROPERTY CONVEYANCE**

- 7.1 Property Conveyance: Neither ADCW nor CoreWorks shall grant, sell, lease, or otherwise convey property, or a portion thereof, subject to this Agreement without first providing 30 day written notice to the County of the intended conveyance. If either ADCW or CoreWorks fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing ADCW or CoreWorks the Opportunity to Cure provided in Section 5.6.

## **8. MODIFICATIONS**

- 8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

## **9. CONFIDENTIAL INFORMATION**

- 9.1 Confidential Information: ADCW and CoreWorks recognize and understand that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). ADCW and CoreWorks shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. ADCW and CoreWorks recognize and understand that the final decision as to what information must be disclosed pursuant to the PIA lies

with the Texas Attorney General. ADCW and CoreWorks further agree that 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. The County, its officers, and employees shall have no 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 either ADCW or CoreWorks in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

## **10. INDEMNITY**

- 10.1 **INDEMNITY:** ADCW AND COREWORKS AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING BUT NOT LIMITED TO THE COUNTY'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES, AND THE WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL ADCW OR COREWORKS INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

## **11. MISCELLANEOUS PROVISIONS**

- 11.1 **Recitals:** The above stated recitals are incorporated into this Agreement.
- 11.2 **Conflict of Interest:** The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.
- 11.3 **Bonds:** This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.
- 11.4 **Force Majeure:** "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. ADCW and CoreWorks shall have additional reasonable time to complete their respective Improvements in the event of force majeure, provided that each is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. The party requesting additional reasonable time to complete the Improvements must make a written request to the County in the manner described by Section 11.19. The party requesting the additional reasonable time has the burden of showing they are unable to complete their respective Improvements because of a force majeure event.
- 11.5 **Independent Performance:** It is understood and agreed between the parties that ADCW and CoreWorks are acting independently in the performance of their obligations hereunder, and the County assumes no responsibilities or liabilities for ADCW's or CoreWorks' performance of this Agreement.
- 11.6 **Third Party Beneficiaries:** This Agreement does not benefit any third party.

- 11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.
- 11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.
- 11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.
- 11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on January 21, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.
- 11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.
- 11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.
- 11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.
- 11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.
- 11.15 Foreign Investors and Organizations: Both ADCW and CoreWorks recognize and affirm that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. ADCW and CoreWorks agree that in the event either entity attempts to assign this Agreement, or allows an entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which either entity violated this Section 11.15.
- 11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

- 11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.
- 11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.
- 11.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Carbett "Trey" Duhon, III  
 County Judge  
 836 Austin Street, Suite 4300  
 Hempstead, TX 77445

For ADCW:

ADCW Holdings, LLC  
 1200 Alegacy Place  
 Waller, TX 77484  
 Attn.:

For CoreWorks:

CoreWorks Heat Exchangers, LLC  
 1300 Alegacy Place  
 Waller, TX 77484  
 Attn:

Any party may designate a different notice party or address by giving the other parties at least ten (10) days prior written notice in the manner prescribed above.

- 11.20 Conditions Precedent: This Agreement is conditioned on ADCW's acquisition of the Premises, and pursuant to Texas Tax Code § 312.206 on each ADCW and CoreWorks entering into a tax abatement agreement with the City of Waller, Texas under Texas Tax Code §312.204. If ADCW fails to acquire the Premises, or if either ADCW or CoreWorks fails to enter into a tax abatement agreement with the City of Waller under Texas Tax Code § 312.204, this Agreement will immediately be deemed null and void.

*[Remainder of page intentionally left blank; Signature Page follows.]*

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

**WALLER COUNTY**

a political subdivision of the State of Texas

Carbett "Trey" Duhon III  
Waller County Judge

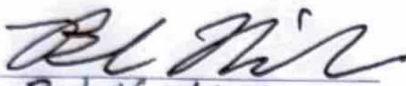
Date

ATTEST:

Debbie Hollan  
Waller County Clerk

Date


**ADCW HOLDINGS, LLC**  
a Texas limited liability company

  
By: Bob Nickles  
Title: Manager

Date

1/7/26

**COREWORKS HEAT EXCHANGERS, LLC**  
a Texas limited liability company

  
By: JEFF DIAZ  
Title: PRESIDENT

Date

1/7/2026

# EXHIBIT A

Item 36.

ADDRESS: 42460 HIGHWAY 290 BUSINESS  
WALLER, TEXAS 77484  
ORDERED BY: BOB NICKLES

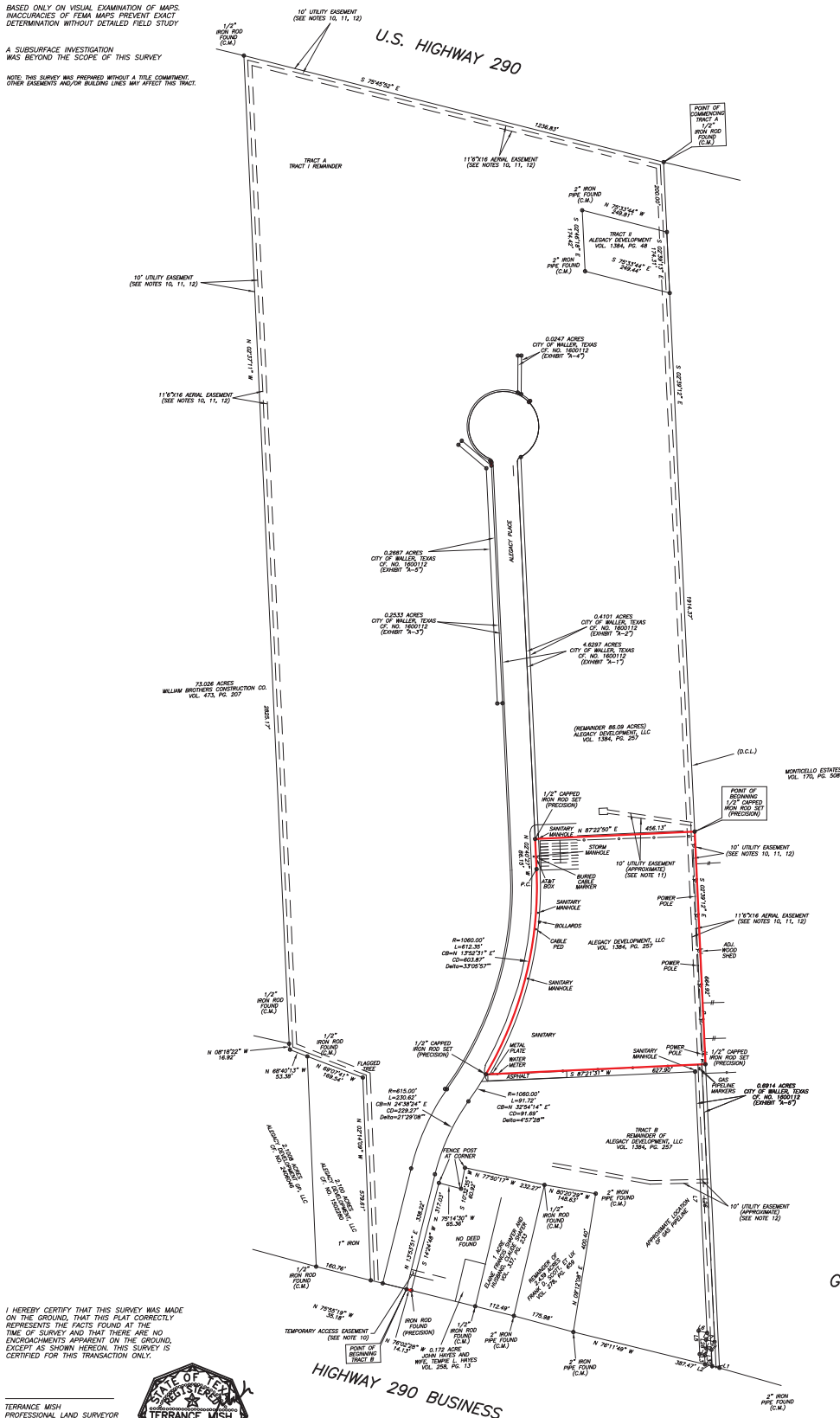
THIS PROPERTY DOES NOT LIE WITHIN THE  
100 YEAR FLOOD PLAIN AS ESTABLISHED  
BY THE U.S. DEPT. OF HOUSING & URBAN  
DEVELOPMENT  
COMMUNITY PANEL NO. 48473C 0155 F  
MAP REVISION: 05/16/2019  
ZONE X

BASED ONLY ON VISUAL EXAMINATION OF MAPS.  
INACCURACIES OF FEMA MAPS PREVENT EXACT  
DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION  
WAS BEYOND THE SCOPE OF THIS SURVEY

NOTE: THIS SURVEY WAS PROVIDED WITHOUT A TITLE COMMITMENT.  
OTHER EASEMENTS AND/OR BUILDING LINES MAY AFFECT THIS TRACT.

SCALE: 1" = 200'



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND, THAT THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE  
TIME OF SURVEY AND THAT THERE ARE NO  
ENCUMBRANCES APPARENT ON THE GROUND,  
EXCEPT AS SHOWN HEREON. THIS SURVEY IS  
CERTIFIED FOR THIS TRANSACTION ONLY.

TERRANCE MISH  
PROFESSIONAL LAND SURVEYOR  
NO. 4981  
DRAWING NO. 25-07784  
SEPTEMBER 12, 2025



7.6972 ACRES  
SITUATED IN THE  
G.A. DENNETT SURVEY, A-124  
WALLER COUNTY, TEXAS

D.L.L.-DIRECTIONAL CONTROL LINE  
RECORD BEARING: TEXAS SOUTH CENTRAL ZONE NO. 4204  
STATE PLANE 8200 COORDINATES (NAD83)

DRAWN BY: RE

**PRECISION SURVEYORS**  
PROFESSIONAL LAND SURVEYS  
1-800-LANDSURVEY  
www.precisionlandsurveyors.com  
281-496-1286 FAX 281-496-1867  
890 WINDMILLER STREET SUITE 180 HOUSTON, TEXAS 77059  
210-829-4941 FAX 210-829-1555  
1777 HE LOOP 410 SUITE 800 SAN ANTONIO, TEXAS 78217  
PPLM NO. 10063700



STATE OF TEXAS       §  
                                  §  
                                  §  
                                  §  
                                  §  
 COUNTY OF WALLER §

### Metes & Bounds Property Description

A tract of land containing 7.6972 Acres situated in the G.A. Dennett Survey, Abstract No. 124 of Waller County, Texas, being a portion of the remainder of a tract recorded in the name of Alegacy Development, LLC. in Volume 1384, Page 257 of the Real Property Records of Waller County, Texas (R.P.R.W.C.T.), (being out of Lot "H" of a drawing attached to the plat of Monticello Estates as recorded in Volume 170, Page 508 of the R.P.R.W.C.T.), and being more particularly described by metes and bounds as follows: (Bearings based on the Texas Coordinate System, South Central Zone, NAD83)

COMMENCING at a 1/2 Inch iron rod found on the south right-of-way line of U.S Highway No. 290, at the northwest corner of Monticello Estates as recorded in Plat Record 0B-55 of the Plat Records of Waller County, Texas;

THENCE, SOUTH 02° 39' 12" EAST, with the west line of said Monticello Estates, a distance of 1,914.37 Feet to a 1/2 Inch iron rod with a "PRECISION" cap set at the northeast corner and POINT OF BEGINNING of this tract;

THENCE, **SOUTH 02° 39' 12" EAST**, continuing with the west line of said Monticello Estates, a distance of **664.92 Feet** to a 1/2 Inch iron rod with a "PRECISION" cap set at the southeast corner of this tract;

THENCE, **SOUTH 87° 21' 31" WEST**, across and through the aforementioned Alegacy Development, LLC. Tract, a distance of **627.90 Feet** to a 1/2 Inch iron rod with a "PRECISION" cap set on the east right-of-way line of Alegacy Place at the southwest corner of this tract;

THENCE, with said east right-of-way line the following two (2) courses:

1. in a northeasterly direction with the arc of a curve to the left, having a radius of **1,060.00 Feet**, an arc length of **612.35 Feet**, a central angle of **33° 05' 57"**, a chord bearing of **NORTH 13° 52' 31" EAST**, and a chord distance of **603.87 Feet** to a point at a corner of this tract;

2. **NORTH 02° 40' 27" WEST**, a distance of **86.15 Feet** to a 1/2 Inch iron rod with a "PRECISION" cap set at the northwest corner of this tract;

THENCE, **NORTH 87° 22' 50" EAST**, across and through the aforementioned Alegacy Development, LLC. Tract, a distance of **456.13 Feet** to the POINT OF BEGINNING and containing 7.6972 Acres of land.

(See attached drawing)



Terrance P. Mish  
 Registered Professional Land Surveyor  
 No. 4981  
 Job No. 25-07784  
 September 12, 2025

## **EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE ABATEMENT**

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

**“Real Property”** real property improvements as designated by the Waller County Appraisal District are any buildings, including those built on skids and portable buildings, parking areas and any fences attached to the land.

**NOTE: Do not include the land values as land is not eligible for tax abatement.**

Please use the table below or attach a list of the value for each building, fencing, driveways and other qualifying real property improvements along with the total value.

### **Real Property Improvements to be completed by ADCW Holdings, LLC**

<b>Description</b>	<b>Value</b>
Buildings – 130,000 square foot manufacturing facility	\$25,000,000
Driveways	
Fencing	
Other Improvements	
Total	\$25,000,000

**“Personal Property”** as designated by the Waller County Appraisal District is anything that can be removed from the building without destroying or changing the building. This category would include any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business as designated by the qualifying business type.

### **Personal Property Improvements to be installed by CoreWorks Heat Exchangers, LLC**

<b>Description</b>	<b>Value</b>
13 overhead gantry cranes	\$2,000,000
Brazed aluminum heat exchange furnace	\$9,100,000
Tig welders	\$800,00
Other support equipment	\$3,100,000
Total	\$15,000,000

**CITY OF WALLER  
HARRIS AND WALLER COUNTIES, TEXAS**

**ORDINANCE NO. 651**

**AN ORDINANCE OF THE CITY OF WALLER, TEXAS DESIGNATING A REINVESTMENT ZONE FOR COMMERICAL-INDUSTRIAL TAX ABATEMENT; ASSIGNING THE NAME "REINVESTMENT ZONE NUMBER 2-CI OF THE CITY OF WALLER, TEXAS" TO SAID ZONE; DESCRIBING THE BOUNDARIES THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the City Council of the City of Waller, Texas (the "City"), as authorized by the property Redevelopment and Tax Abatement Act, Chapter 312, TEX. TAX CODE (the "Act"), wishes to designate a new reinvestment zone in an effort to promote the development or redevelopment of certain contiguous geographic area through the use of tax abatements; and

**WHEREAS**, the City Council finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would contribute to the economic development of the City; and

**WHEREAS**, the City Council find that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act; and

**WHEREAS**, the City held a public hearing on the creation of the Reinvestment Zone Number 2-CI after providing proper notice to the public and other taxing entities; and

**WHEREAS**, the City adopted Tax Abatement Guidelines through Resolution #2024-18 on the 16th day of December, 2024;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WALLER, TEXAS, THAT:**

**SECTION 1.** The facts and matters contained in the preamble to this ordinance are hereby found to be true and accurate and incorporated into this ordinance for all purposes.

**SECTION 2.** The City Council hereby designates the Alegacy Development, LLC, 1300 Alegacy Place, Waller, Texas, 77484 (mailing only), Waller County, Texas, further described in the legal description attached hereto as **Exhibit A**, and made a part hereof for all purposes, as a Reinvestment Zone under the name "Reinvestment Zone Number 2-CI of the City of Waller, Texas".

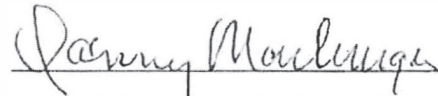
**SECTION 3.** The City Council hereby finds that the improvements sought are feasible and practical and are a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204 or 312.211, TEX. TAX CODE, as applicable.

**SECTION 4.** In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Waller, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**SECTION 5.** This Ordinance shall take effect immediately upon its approval.

**PASSED, APPROVED and ORDAINED** on this 6<sup>th</sup> day of February, 2025.

**CITY OF WALLER, TEXAS**



**DANNY MARBURGER, MAYOR**

ATTEST:



**Cynthia Ward, City Secretary**



**CITY OF WALLER**  
**HARRIS AND WALLER COUNTIES, TEXAS**

**ORDINANCE NO. 655**

**AN ORDINANCE OF THE CITY OF WALLER, TEXAS CHANGING THE NAME OF THE “REINVESTMENT ZONE NUMBER 2-CI OF THE CITY OF WALLER, TEXAS” TO “CITY OF WALLER REINVESTMENT ZONE #2”; MAKING OTHER FINDINGS RELATED; PROVIDING FOR EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the City Council (the “Council”) of the City of Waller, Texas (the “City”) passed Ordinance No. 651 establishing and naming a reinvestment zone under Chapter 312 of the Texas Tax Code (the “Code”) with the name “Reinvestment Zone Number 2-CI of the City of Waller, Texas”; and

**WHEREAS**, the Texas Comptroller of Public Accounts has provided specific naming standards for Reinvestment Zones formed under the Code;

**WHEREAS**, the Council finds it is in the best interest of the City and to economic development within the City to rename the Reinvestment Zone for easier reporting per the Comptroller’s published guidance;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WALLER, TEXAS, THAT:**

**Section 1.** The facts and matters contained in the preamble to this ordinance are hereby found to be true and accurate and incorporated into this ordinance for all purposes.

**Section 2.** The City Council hereby renames the “Reinvestment Zone Number 2-CI of the City of Waller” to “City of Waller Reinvestment Zone #2.”

**Section 3.** All other provisions and findings of Ordinance No. 651, attached as Exhibit A, remain true and accurate and are incorporated into this ordinance for all purposes.

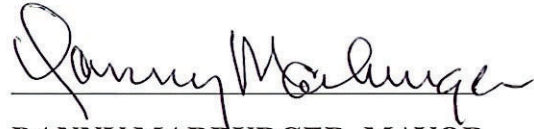
**Section 4.** In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Waller, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 5.** This Ordinance shall take effect immediately upon its approval.



**PASSED, APPROVED and ORDAINED** on this 19<sup>th</sup> day of May 2025.

**CITY OF WALLER, TEXAS**

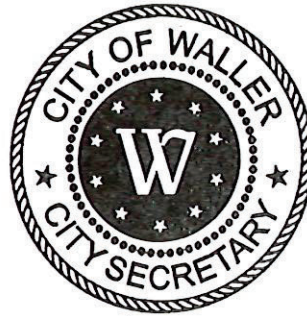


**DANNY MARBURGER, MAYOR**

ATTEST:



**Cynthia Ward, City Secretary**



## ENGINEERING SERVICES AGREEMENT

**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF WALLER   §**

**THIS AGREEMENT** is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as “County”), and Cobb, Fendley & Associates, Inc., hereinafter called the "Engineer" or “Company”.

### W I T N E S S E T H:

**WHEREAS**, the County proposes to hire the Engineer to perform design services to reconstruct Richards Road from Texas Department of Transportation Right of Way of US-290 Business to Texas Department of Transportation Right of Way of US-290 in Waller County, Texas, hereinafter called the “Project;”

**WHEREAS**, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

**WHEREAS**, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

**WHEREAS**, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

**WHEREAS**, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. (“LJA”) supervisory and management authority over the Engineer; and

**WHEREAS**, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1.     General

- a.   In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the

- benefit of the Engineer for the Project or any other party. All services rendered by the Engineer under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.
- b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.
  - c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
  - d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:
    - 1. At all critical milestones;
    - 2. At established periodic intervals; and
    - 3. Following completion of the work as a final Project record, including applicable record drawings.
  - e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability



whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A (“Scope of Services”).

3. Compensation and Payment

- a. The Engineer shall be entitled to payment of the lump sum amount of **\$265,596.00** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County’s assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer’s responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **\$52,940.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

- (1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.

- (2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by

Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

- b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$318,536.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

#### 4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

#### 5. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by

stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

- b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).
- c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

#### 6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

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

9. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Appendix C.

15. Indemnification

**TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER**

**ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.**

16. Delivery of Notices, Etc.

- a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 US-290 BUS, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 836 Austin St, Ste 4300, Hempstead, TX 77445.

- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Brad Matlock, P.E., Cobb, Fendley & Associates, Inc., 4424 W Sam Houston Parkway N, Suite 600 Houston, Texas 77041, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours of Engineer becoming aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts known to Engineer pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to

the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

ENGINEER:

WALLER COUNTY

Cobb, Fendley & Associates, Inc.

\_\_\_\_\_  
Carbett "Trey" J. Duhon III, County Judge

\_\_\_\_\_  
Brad Matlock, P.E.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Debbie Hollan, County Clerk

Approved:

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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed **\$318,536.00** to accomplish and pay the obligation of Waller County in the foregoing matter.

\_\_\_\_\_  
Alan R. Younts, County Auditor

**APPENDIX A-1**  
**Scope of Services (Lump Sum)**

**Scope of Services**  
**Waller County - Richards Road**

Item 37.

The proposed improvements include the reconstruction of the existing 20-foot wide 2-lane asphalt roadway to 22-foot wide 2-lane asphalt roadway for 0.4 miles on Richards Road from US-290 Business at the south to the US-290 Access Road to the north, along with ditch regrading to meet the required capacity. The project also includes approximately 900 linear feet of 5-foot concrete sidewalk from US-290 Business at the south to the southernmost housing complex driveway on the west right-of-way. The project also includes water line realignment where required near conflict locations.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with and prepare a permit application for TxDOT approval.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocated.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County Engineering Department Engineering Design Manual, September 2024 Edition.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.
  - Establish 2 primary control pairs and estimated 2 secondary points.
    - Create control map (signed and sealed).
  - Draft Right-of-Entry (ROE) letters for abutting property owners (approximately 30 parcels).
  - Title commitment will be performed for all parcels abutting the project ROW.
  - Topographic survey:
    - Cross sections every 100', including surface features.
    - Survey limited to 10' beyond existing right-of-way.
    - Vegetation areas will be outlined, individual trees will not be located (except any large trees within the ROW that may affect design).
  - Utilities
    - 811 utility marking services (performed by SUE contractor).
    - Storm and sanitary features (rim elevations, pipe size, material and invert elevation (when discernable from the surface)).
    - Above ground utility features and connecting wires.
    - Locate subsurface utility paint marks placed by 811 marking services.
  - Geotechnical
    - Locate boring locations established by geotechnical team.
  - Delivery CAD file containing ROW, basemapping, and topographic features.
    - Annotate centerline of primary roadway and intersecting side streets.
    - CSV point list of all points collected or set during survey.
    - One (1) right-of-way taking parcel plat with metes and bounds description
- Perform detailed SUE QL A-D for the detailed design phase. SUE investigation includes:
  - Preparing utility layout map
  - Attending utility kick-off meeting and field review
  - Record research
  - Attending progress meetings
  - Develop utility conflict matrix
  - Initial Desk Top Review and 811 call
  - Perform Level C and D throughout the corridor
  - Perform Level B locating for existing utilities
  - Perform Level A at two utility locations.

**Scope of Services**  
**Waller County - Richards Road**

Item 37.

- Perform geotechnical evaluation for pavement or structural design in the final design phase. Geotechnical investigation services include:
  - Field Investigation
    - Submit soil boring layout for approval.
    - Obtain utilities clearance for all the boring locations.
    - Provide traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" Standards.
    - Drill and sample:
      - **5** soil borings each to a depth of 10 feet for the proposed roadway and utilities. The borings are spaced at approximately 500-ft intervals along the roadway alignment.
    - Groundwater level readings will be recorded for the open boreholes during drilling and at drilling completion. Water level measurements will also be recorded 24 hours after completion of drilling.
  - Laboratory Testing
    - Laboratory testing should be conducted in general accordance with the corresponding ASTM standards.
    - Perform laboratory tests on selected representative soil samples to determine Engineering properties of the soils and to select design soil parameters.
  - Engineering Analyses
    - Perform engineering analyses to develop geotechnical recommendations including final pavement recommendations including subgrade stabilization requirements.
    - Perform engineering analyses to develop geotechnical recommendations for utilities replacement, including excavation stability, bedding and backfill, groundwater control, and construction considerations.
  - Desktop Geological Fault Study
    - Review of available existing fault maps to identify significant visual fault activity along the project alignment or at the specific project site that may have an impact on the design of the project.
  - Report
  - Submit a final geotechnical report in accordance with Waller County Engineering Design Manual. One (1) Draft Geotechnical Report and One (1) Final Geotechnical Report will be provided.
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase. Environmental Services include:
  - Records Review
    - Complete a regulatory review of federally and state protected species and their suitable habitat to gain information on the potential of protected species to occur within and/or near the Project corridor
  - Habitat Assessment
    - Complete a Protected Species Habitat Assessment within the subject Project corridor through a pedestrian survey to assess and characterize existing habitat/landcover conditions, conduct a preliminary evaluation of protected species presence/absence, and

**Scope of Services**  
**Waller County - Richards Road**

Item 37.

determine the presence/absence of potentially suitable habitat for protected species within the Project corridor.

- Protected Species Report
  - Prepare a Protected Species Habitat Assessment Report outlining the results of the desktop and field reconnaissance. This report will also provide a preliminary opinion regarding the potential impact the Project may have on protected species and recommendations regarding agency coordination (if any).
- WOTUS Delineation
  - Complete a desktop review of publicly available information relating to Waters of the U.S. (WOTUS) and other aquatic resources within and adjacent to the Project corridor.
  - Complete field reconnaissance via a pedestrian survey of the Project corridor to identify and document WOTUS and other aquatic features occurring within the Project corridor.
  - Prepare a Waters of the U.S. Delineation Report outlining the results of the pedestrian survey for WOTUS and other aquatic resources.
- Cultural Resources
  - Complete a desktop level screening/literature review for historic and archaeological resources which will include a review of existing online databases including (but not limited to) the Texas Historic Sites Atlas, National Register of Historic Places, TxDOT Historic Resources Aggregator, historic aerials, and other archival materials.
  - Develop a report inclusive of the desktop review and windshield survey.
- Phase I Environmental Site Assessment
  - Follow ASTM Standard E1527-21: "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" to complete the Phase I ESA for the project area.
  - Prepare a Phase I ESA report for the project.
- Present a schematic roll plot for each alternative with horizontal and vertical alignments.
- Provide existing and proposed roadway cross-sections for each alternative evaluated.
- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).
- Evaluate ROW requirements for roadway based on preliminary cross sections.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
- A Traffic Study and Signal Warrant Studies are not required for this project.

**Scope of Services**  
**Waller County - Richards Road**

Item 37.

- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Identify and locate existing condition outfall locations and drainage systems.
  - Identify and delineate existing and proposed internal on-site and off-site drainage areas.
  - Identify and delineate the existing and proposed drainage areas that drain to the existing drainage crossings.
  - Determine hydrologic parameters including time of concentration and land use and compute flows for the existing and proposed conditions.
  - Compute existing ditch capacities using the previously computed flows. Similarly compute proposed ditch capacities with the previously computed proposed flows.
  - Proposed ditch conditions will be evaluated to provide a minimum of existing capacities or to accommodate design frequency as desired by the County.
  - Impacts associated with the proposed improvements are not required. The Drainage analysis will identify drainage areas, flows and capacity of existing drainage facilities and recommend proposed improvements/sizing as necessary to meet the project objectives.
  - Prepare preliminary drainage sheets including drainage area maps and culvert layouts and include them as exhibits.
- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
- Attend PER meeting at Waller County facility.
- Provide metes and bounds for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11"x17" sheets.
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.
- Obtain environmental permit approvals prior to project bidding.
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo

**Scope of Services**  
**Waller County - Richards Road**

Item 37.

- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare overall drainage area maps
- Prepare internal drainage area maps
- Prepare cross culvert layouts sheets
- Prepare ditch and culvert computation sheets
- Prepare driveway culvert and ditch design sheets
- Prepare drainage and roadway details.
- Compute and tabulate drainage quantities.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare traffic control plans.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, Sanitary/Water line details (or relocation details) and driveway details.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders
- Attend preconstruction meeting
- Attend field meetings and make visits to site



**Scope of Services**  
**Waller County - Richards Road**

*Item 37.*

- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings

# ATTACHMENT B

Item 37.

## WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE PRIME - COBBFENDLEY

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER III	ENGINEER I	GRADUATE ENGINEER	SENIOR ENGINEERING TECH	ENGINEERING TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
<b>GENERAL</b>													
DATA COLLECTION	2		4	4	8					18	NA	NA	NA
CONDUCT FIELD VISITS (2 VISITS)	2	4	4	4	4					18	EA	2	9
PROJECT MEETINGS (KICKOFF AND 6 COORDINATION MEETINGS)	8	8		8						24	EA	7	3
TXDOT PERMIT	4	8	16	16						44	EA	1	44
RR COORDINATION (NOT REQUIRED)													
COORDINATION WITH LOCAL AGENCIES AND PRIVATE UTILITIES	8			8						16	EA	1	16
PROJECT ADMINISTRATION	4	6		8					8	26	EA	1	26
SURVEY COORDINATION			8				4			12	NA	NA	NA
SUE COORDINATION			4				4			8	NA	NA	NA
GEOTECH COORDINATION			4				4			8	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION			4				4			8	NA	NA	NA
<b>PRELIMINARY ENGINEERING</b>													
TYPICAL SECTIONS	2			2				4		8	SHEET	1	8
PREPARE SCHEMATIC ROLL PLOT	6		6	12		24		28		76	ROLLS	1	76
PRELIMINARY TCP AND PHASING	2		4	8		12		20		46	EA	1	46
EVALUTE INTERSECTION SIGHT TRIANGLES			2	8			4			14			
EVALUATE ROW REQUIREMENTS (INTERSECTION CORNER CLIPS ONLY)			2	4						6			
UTILITY COORDINATION (Utility Matrix and Meetings)		2	4			4		4		14	EA	1	14
PERFORM A TRAFFIC STUDY (NOT REQUIRED)													
SIGNAL WARRANT ANALYSIS (NOT REQUIRED)													
CONSTRUCTION COST ESTIMATES	2		2		4	4				12	EA	1	12
PREPARATION OF PER	2		12	12		8		8		42	EA	1	42
PER MEETING	2		2	2						6	EA	1	6
PREPARATION OF M&B FOR ROW (REFER TO SURVEY LOE, INCL. 1 PARCEL)													
<b>FINAL DESIGN</b>													
TITLE SHEET/INDEX OF SHEETS			2	2				4		8	SHEET	1	8
HORIZONTAL ALIGNMENT DATA		1	2	2		6		8		19	SHEET	1	19
EXISTING TYPICAL SECTIONS		1		2	4		4	8		19	SHEET	1	19
PROPOSED TYPICAL SECTIONS		1		2			8	8		19	SHEET	1	19
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)	8	16		16	20	24	28	32		144	SHEET	6	24
ROADWAY DETAILS		2		2			8	8		20	SHEET	2	10
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')			2	2		8	12	20		44	SHEET	10	4
STORM SEWER PLAN AND PROFILES (50 SCALE)(NOT REQUIRED)													
CULVERT LAYOUT SHEETS				2			4	4		10	SHEET	1	10
DRAINAGE DETAILS				2	4			8		14	SHEET	1	14
OVERALL DRAINAGE AREA MAP			8		8			16		32	SHEET	1	32
PREPARE DRIVEWAY CULVERT AND DITCH DESIGN SHEETS				2	4		6	12		24	SHEET	2	12
SIGNING AND STRIPING LAYOUTS (50 SCALE)		2			6		8	8		24	SHEET	3	8
SIGNALIZATION DETAILS (NOT REQUIRED)													
TCP LAYOUTS (50 SCALE DOUBLE BANK)		2		4	4		8	12		30	SHEET	3	10
ILLUMINATION DETAILS (NOT REQUIRED)													
PIPELINE STRUCTURAL DETAILS (NOT REQUIRED)													
SW3P LAYOUTS (50 SCALE DOUBLE BANK)				2	4		4	8		18	SHEET	3	6
MISCELLANEOUS DETAILS			2		4	4	6	10		26	SHEET	2	13
PREPARATION OF STANDARDS		2			6			12		20	SHEET	2	10
DETAILED CONSTRUCTION COST ESTIMATE	2		4		4	8				18	SHEET	1	18
PRODUCE PROJECT MANUAL	2		2	8	8					20	SHEET	1	20
<b>HOURS SUB-TOTALS</b>	56	55	100	144	92	102	116	242	8	915		38	
<b>CONTRACT RATE PER HOUR</b>	\$300.00	\$260.00	\$215.00	\$165.00	\$140.00	\$180.00	\$121.00	\$91.00	\$100.00			# OF SHEETS	
<b>TOTAL LABOR COSTS</b>	\$16,800.00	\$14,300.00	\$21,500.00	\$23,760.00	\$12,880.00	\$18,360.00	\$14,036.00	\$22,022.00	\$800.00	\$144,458.00			
<b>LABOR SUBTOTAL</b>										\$144,458.00			

WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE  
PRIME - COBBFENDLEY

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
MILEAGE	1,000	MILE	\$0.67							\$670.00
OVERNIGHT MAIL - LETTER SIZE		EACH								\$0.00
OVERNIGHT MAIL - OVERSIZED BOX		EACH								\$0.00
PHOTOCOPIES B/W (8.5 X 11)		EACH								\$0.00
PHOTOCOPIES B/W (11 X 17)	800	EACH	\$0.20							\$160.00
SUBTOTAL DIRECT EXPENSES										\$830.00

PRIME SUMMARY	
GENERAL	\$36,956.00
PRELIMINARY ENGINEERING	\$36,778.00
FINAL DESIGN	\$ 70,724.00
BID AND CONSTRUCTION PHASE	\$52,940.00
TOTAL LABOR COSTS	\$197,398.00
OTHER DIRECT EXPENSES	\$830.00
PRIME TOTAL	\$198,228.00

PROJECT SUMMARY	
PRIME	\$198,228.00
ENVIRONMENTAL	\$23,899.00
GEOTECHNICAL	\$13,863.00
SURVEY	\$51,586.00
SUE	\$30,960.00
GRAND TOTAL	\$318,536.00

WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE  
BID AND CONSTRUCTION PHASE SERVICES - COBBFENDLEY

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER II	ENGINEER I	GRADUATE ENGINEER	CADD OPERATOR	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
BID PHASE SERVICES										
ATTEND PRE-BID MEETING	4	4					8	NA	NA	NA
ADDRESS QUESTIONS AND PREPARE NECESSARY ADDENDA	4	4	12			24	44	NA	NA	NA
TABULATE AND RECOMMEND CONSTRUCTION CONTRACT AWARD	2	8					10	NA	NA	NA
CONSTRUCTION PHASE SERVICES										
ATTEND FIELD MEETINGS AND SITE VISITS (6)	2	6	32	32			72	NA	NA	NA
PREPARATION OF CHANGE ORDERS	2	8		16			26	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2		4	8	16		30	NA	NA	NA
RESPOND TO RFIS		2	16	24			42	NA	NA	NA
ANSWER GENERAL QUESTIONS		2	12				14	NA	NA	NA
PROVIDE RECORD DRAWINGS		2			8	16	26	NA	NA	NA
HOURS SUB-TOTALS	16	36	76	80	24	40	272			
CONTRACT RATE PER HOUR	\$300.00	\$260.00	\$215.00	\$165.00	\$140.00	\$91.00				
TOTAL LABOR COSTS	\$4,800.00	\$9,360.00	\$16,340.00	\$13,200.00	\$3,360.00	\$3,640.00	\$50,700.00			
LABOR SUBTOTAL							\$50,700.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT				
Mileage	2,000	mile	\$0.670				\$1,340.00
Overnight mail - letter size		each					\$0.00
Overnight mail - oversized box		each					\$0.00
Photocopies B/W (8.5 x 11)		each					\$0.00
Photocopies B/W (11 x 17)	1,200	each	\$0.75				\$900.00
SUBTOTAL DIRECT EXPENSES							\$2,240.00

SUMMARY	
TOTAL LABOR COSTS	\$50,700.00
OTHER DIRECT EXPENSES	\$2,240.00
TOTAL	\$52,940.00

WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE  
ENVIRONMENTAL - KCI TECHNOLOGIES

TASK DESCRIPTION	SR. PROJECT MANAGER	ECOLOGY MANAGER	SENIOR ECOLOGIST	ECOLOGIST	PHASE I MANAGER	PROJECT SCIENTIST	SCIENTIST	HISTORY MANAGER	SENIOR HISTORIAN	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION			2	2	2	2	12		2	22	NA	NA	NA
PROJECT MEETINGS	1		1	1						3	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA
PROJECT ADMINISTRATION	1									1	NA	NA	NA
PRELIMINARY ENGINEERING										35	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION			6	6	2	5	12		4	93	NA	NA	NA
PREPARATION OF PER	1	3	16	16	2	5	24	2	24	1	NA	NA	NA
PER MEETING	1									0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1									1	NA	NA	NA
HOURS SUB-TOTALS	5	3	25	25	6	12	48	2	30	156		0	
CONTRACT RATE PER HOUR	\$362.00	\$223.00	\$198.00	\$78.00	\$185.00	\$117.00	\$67.00	\$195.00	\$150.00			# OF SHEETS	
TOTAL LABOR COSTS	\$1,810.00	\$669.00	\$4,950.00	\$1,950.00	\$1,110.00	\$1,404.00	\$3,216.00	\$390.00	\$4,500.00	\$19,999.00			
LABOR SUBTOTAL										\$19,999.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT								
MILEAGE	100	MILE	\$0.700								\$70.00
OVERNIGHT MAIL - LETTER SIZE	1	EACH	\$2,300.00								\$2,300.00
GPS SUBSCRIPTION	1	EACH	\$180.00								\$180.00
EDR STANDARD DATABASE PACKAGE	1	EACH	\$350.00								\$350.00
ARCHAEOLOGY BACKGROUND STUDY	1	EACH	\$1,000.00								\$1,000.00
SUBTOTAL DIRECT EXPENSES											\$3,900.00

SUMMARY	
TOTAL LABOR COSTS	\$19,999.00
OTHER DIRECT EXPENSES	\$3,900.00
GRAND TOTAL	\$23,899.00

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE  
GEOTECHNICAL - HTS**

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
<b>GEOTECH INVESTIGATION</b>												
COORDINATE SOIL BORE LOCATIONS/MARK/UTILITY CALL-INS					2			4		6	N/A	N/A
FIELD PERSONNEL AND MANAGEMENT DURING DRILLING					2			2		4	N/A	N/A
SAMPLE CLASSIFICATION, LABORATORY COORDINATION AND BORING LOG GENERATION					8				2	10	N/A	N/A
PRELIMINARY GEOTECHNICAL REPORT WITH BRIDGE RECOMMENDATIONS		1	2		24				2	29	N/A	N/A
FINAL GEOTECHNICAL REPORT WITH BRIDGE RECOMMENDATIONS		1	1		4				2	8	N/A	N/A
PREPARE BORE LOG SHEETS, STAMP AND SEAL			1							1	N/A	N/A
<b>HOURS SUB-TOTALS</b>	0	2	4	0	40	0	0	6	6	58	0	
CONTRACT RATE PER HOUR	\$100.00	\$218.00	\$176.00	\$100.00	\$122.00	\$100.00	\$100.00	\$59.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$436.00	\$704.00	\$0.00	\$4880.00	\$0.00	\$0.00	\$354.00	\$450.00	\$6824.00		
% DISTRIBUTION OF STAFFING	0.00%	3.45%	6.90%	0.00%	68.97%	0.00%	0.00%	10.34%	10.34%			
<b>SUBTOTAL FC 102 (110)</b>										<b>\$6,824.00</b>		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	GEOLOGIST JUNIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	0	2	4	0	40	0	0	6	6	58	\$6,824.00
<b>SUBTOTAL LABOR EXPENSES</b>	0	2	4	0	40	0	0	6	6		\$6,824.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
UNCONFINED COMPRESSIVE STRENGTH (SOIL)	8	ASTM D2166	\$76.00	EACH					\$608.00
UNCONFINED COMPRESSIVE STRENGTH (ROCK)		ASTM D2938		EACH					\$0.00
SOIL BORING/ROCK CORING WITHOUT TCP (<60 FT)	50	N/A	\$27.00	LF					\$1,350.00
ASPHALT CORING	2	N/A	\$180.00	EACH					\$360.00
BOREHOLE GROUTING - BENTONITE CHIPS	50	N/A	\$12.00	LF					\$600.00
DETERMINING MOISTURE CONTENT IN SOIL MATERIALS	10	ASTM D2216	\$12.00	EACH					\$120.00
DETERMINING LIQUID LIMITS OF SOILS	10	ASTM D4318	\$76.00	EACH					\$760.00
DETERMINING PLASTIC SOIL LIMITS		ASTM D4318		EACH					\$0.00
CALCULATING THE PLASTICITY INDEX OF SOILS		ASTM D4318		EACH					\$0.00
PARTICLE SIZE ANALYSIS OF SOILS		Tex-110-E		EACH					\$0.00
DETERMINING THE AMOUNT OF MATERIAL IN SOILS FINER THAN THE 75 MICROMETER (NO. 200) SIEVE	8	ASTM D1140	\$59.00	EACH					\$472.00
CALIFORNIA BEARING RATIO WITH STANDWARD PROCTOR	1	ASTM D1883	\$1,023.00	EACH					\$1,023.00
<b>SUBTOTAL UNIT COSTS</b>									<b>\$5,293.00</b>

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
MILEAGE				MILE					\$0.00
MOBILIZATION AND DEMOBILIZATION OF DRILLING RIG (TRIPS OVER 100 MILES FROM OFFICE TO SITE)	1		\$746.00	LS					\$746.00
TRAFFIC CONTROL SERVICES (INCLUDING SIGNAGE & CONES, INCLUDES LABOR, EQUIPMENT, AND FUEL)	1		\$1,000.00	LS					\$1,000.00
<b>SUBTOTAL DIRECT EXPENSES</b>									<b>\$1,746.00</b>

SUMMARY	
TOTAL COSTS FOR GEO ONLY	\$6,824.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	\$5,293.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	\$1,746.00
<b>GRAND TOTAL</b>	<b>\$13,863.00</b>

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE  
SURVEY - WOOLPERT**

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY/CADD TECHNICIAN SENIOR	1-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
<b>RIGHT-OF-WAY SURVEY</b>										
				8						
RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP	7		9	8	11			35		
ABSTRACTING/PREPARE ABSTRACT MAP				20				20	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS				4				4	N/A	N/A
PREPARE PARCEL PLAT WITH METES AND BOUNDS DESCRIPTION (1 PARCEL)	3		3	8	3			17		
PREPARE FINAL RIGHT-OF-WAY SHEETS								0	N/A	N/A
MOBILIZATION					10			10		
HOURS SUB-TOTALS	10	0	12	40	24	0	0	86	0	
CONTRACT RATE PER HOUR	\$302.00	\$0.00	\$218.00	\$191.00	\$134.00	\$251.00	\$101.00			
TOTAL LABOR COSTS	\$3,020.00	\$0.00	\$2,616.00	\$7,640.00	\$3,216.00	\$0.00	\$0.00	\$16,492.00		
% DISTRIBUTION OF STAFFING	11.63%	0.00%	13.95%	46.51%	27.91%	0.00%	0.00%			
<b>SUBTOTAL FC 145</b>								<b>\$16,492.00</b>		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
<b>DESIGN SURVEY</b>										
ROE LETTERS, TRACKING, REPORTS			8	10			4	22	N/A	N/A
ESTABLISH CONTROL			4		20			24	N/A	N/A
PREPARE CONTROL AND DATA SHEETS								0		
SURVEY SUE MARKS, SET TEST HOLE BENCHMARKS								0	N/A	N/A
MAPPING; DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, CROSS SECTIONS	4				30			34	N/A	N/A
BASEMAPPING AND TOPOGRAPHIC DELIVERABLES	4		6	20	50			80	N/A	N/A
MOBILIZATION								0	N/A	N/A
HOURS SUB-TOTALS	8	0	18	30	100	0	4	160	0	
CONTRACT RATE PER HOUR	\$302.00	\$0.00	\$218.00	\$191.00	\$134.00	\$251.00	\$101.00			
TOTAL LABOR COSTS	\$2,416.00	\$0.00	\$3,924.00	\$5,730.00	\$13,400.00	\$0.00	\$404.00	\$25,874.00		
% DISTRIBUTION OF STAFFING	5.00%	0.00%	11.25%	18.75%	62.50%	0.00%	2.50%			
<b>SUBTOTAL FC 160 (150)</b>								<b>\$25,874.00</b>		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	10	0	12	40	24	0	0	86	\$16,492.00
DESIGN SURVEY	8	0	18	30	100	0	4	160	\$25,874.00
<b>SUBTOTAL LABOR EXPENSES</b>	<b>18</b>	<b>0</b>	<b>30</b>	<b>70</b>	<b>124</b>	<b>0</b>	<b>4</b>		<b>\$42,366.00</b>

WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE  
SURVEY - WOOLPERT

UNIT COSTS		2- PERSON					
	# OF UNITS	COST/UNIT	UNIT				
PROPERTY TITLE RESEARCH	30	\$ 220.00	PARCEL				\$6,600.00
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS		\$ 100.00	HOUR				\$0.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA		\$ 100.00	HOUR				\$0.00
SET ROW MONUMENTS AND PARCEL CORNERS		\$ 100.00	HOUR				\$0.00
SUBTOTAL UNIT COSTS	30						\$6,600.00

OTHER DIRECT EXPENSES							
	# OF UNITS	COST/UNIT	UNIT				
SURVEY EQUIPMENT	120	\$11.000	HOUR				\$1,320.00
SURVEY VEHICLES	10	\$130.00	DAILY				\$1,300.00
AIRFARE	0	\$600.00	TRIP				\$0.00
TRAVEL EXPENSES	0	\$199.00	DAILY				\$0.00
SUBTOTAL DIRECT EXPENSES							\$2,620.00

SUMMARY	
TOTAL COSTS FOR SUR ONLY	\$42,366.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	\$6,600.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	\$2,620.00
GRAND TOTAL	\$51,586.00



**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE  
SUE - TEAGUE, NALL AND PERKINS**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING I	SENIOR UTILITY COORDINATOR	UTILITIES COORDINATOR						TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
<b>UTILITY COORDINATION</b>														
<b>PRELIMINARY CONFLICT ANALYSIS</b>													NA	NA
OBTAIN DESIGN FILES, CREATE COMBINED DESIGN/SUE CAD BASEFILES				1								1	NA	NA
INITIAL CONFLICT ANALYSIS		1	8	8								17	NA	NA
PREPARE INITIAL UTILITY CONFLICT MATRIX		1	4		8							13	NA	NA
<b>FINAL CONFLICT ANALYSIS</b>														
OBTAIN DESIGN FILES, CREATE COMBINED DESIGN/SUE CAD BASEFILES				1								1		
FINAL CONFLICT ANALYSIS		1	8	8								17	NA	
UPDATE UTILITY CONFLICT MATRIX		1	4		8							13		
<b>HOURS SUB-TOTALS</b>	0	4	24	18	16	0						62		
CONTRACT RATE PER HOUR	\$240.00	\$280.00	\$190.00	\$170.00	\$190.00	\$170.00								
TOTAL LABOR COSTS	\$0.00	\$1,120.00	\$4,560.00	\$3,060.00	\$3,040.00	\$0.00						\$11,780.00		
% DISTRIBUTION OF STAFFING	0.00%	6.45%	38.71%	29.03%	25.81%	0.00%								
<b>SUBTOTAL FC 135 (135)</b>												<b>\$11,780.00</b>		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
UTILITY COORDINATION	0	4	24	18	16	0	0	0	0	0	17	\$11,780.00
<b>SUBTOTAL LABOR EXPENSES</b>	0	4	24	18	16	0	0	0	0	0		<b>\$11,780.00</b>

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT								
SUE MOBILIZATION/DEMOLIBIZATION		\$5.65	MILE								\$0.00
SUE (QUALITY LEVEL D)	6,100	\$0.75	LF								\$4,575.00
SUE (QUALITY LEVEL C)	10,500	\$0.85	LF								\$8,925.00
SUE (QUALITY B - UTILITY DESIGNATION)		\$2.00	LF								\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: 0 to 5 FT	2	\$2,400.00	EACH								\$4,800.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 5 to 8 FT		\$2,600.00	EACH								\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 8 to 13 FT		\$2,900.00	EACH								\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 13 to 20 FT		\$3,300.00	EACH								\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 20 FT		\$175.00	FT								\$0.00
ONE (1) DESIGNATING PERSON WITH EQUIPMENT		\$165.00	HOURL								\$0.00
TWO(2) DESIGNATING PERSON WITH EQUIPMENT	4	\$220.00	HOURL								\$880.00
TWO (2) PERSON VACUUM EXCAVATION WITH EQUIPMENT		\$350.00	HOURL								\$0.00
CORING AND REPAIRING THE PAVEMENT INCLUDES LABOR, EQUIPMENT, AND MATERIALS		\$830.00	EACH								\$0.00
<b>SUBTOTAL UNIT COSTS</b>											<b>\$19,180.00</b>

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT								
MILEAGE		\$0.70	MILE								\$0.00
TRAFFIC CONTROL SERVICES, ARROW BOARDS AND ATTENUATOR TRUCKS - (INCLUDES LABOR, EQUIPMENT, AND FUEL)			DAY								\$0.00
<b>SUBTOTAL DIRECT EXPENSES</b>											<b>\$0.00</b>

SUMMARY	
TOTAL COSTS FOR SUE ONLY	\$11,780.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	\$19,180.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	\$0.00
<b>GRAND TOTAL</b>	<b>\$30,960.00</b>

## **APPENDIX A-2**

### **Scope of Services (Hourly)**

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

**Appendix B**  
**Maximum Hourly Rates and Expenses**

**CobbFendley**

<b>Job Classification</b>	<b>Maximum Raw Salary Rate</b>
Project Manager	\$93.00
Senior Engineer	\$81.00
Engineer III	\$67.00
Engineer I	\$51.00
Graduate Engineer	\$44.00
Senior Engineering Technician	\$56.00
Engineering Technician	\$38.00
CADD Operator	\$29.00
Admin/Clerical	\$31.00

## **Appendix C Insurance**

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$1,000,000 in the aggregate applicable to this Program.

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

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

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

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

## **FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT**

This FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (the “Amendment”) is made and entered into by and between **WALLER COUNTY, TEXAS** (the “County”) and GFT Infrastructure, Inc., (the “Engineer” or “Company”) to provide design services to reconstruct Morton Road. The County and Company are at times collectively referred to as the “Parties” with reference to the following:

A. The Parties entered into an Engineering Services Agreement with an effective date of June 2, 2025 (the “Agreement”).

B. The Parties now desire to amend the Agreement to reflect the Company’s change in name.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement and herein and for good and valuable consideration as agreed to herein, the Parties hereby agree as follows:

**1. The first paragraph of Page 1 is amended to read as follows:**

<b>Original Language</b>	<b>Amended Language</b>
<b>THIS AGREEMENT</b> is made and entered into by and between <b>WALLER COUNTY, TEXAS</b> , a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as “County”), and Gannett Fleming, hereinafter called the "Engineer" or “Company”.	<b>THIS AGREEMENT</b> is made and entered into by and between <b>WALLER COUNTY, TEXAS</b> , a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as “County”), and GFT Infrastructure, Inc., hereinafter called the "Engineer" or “Company”.

**2. Section 16.b is amended to read as follows:**

<b>Original Language</b>	<b>Amended Language</b>
All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Nick Bokaie, Gannett Flemming, 3100 W Alabama St, Houston, TX 77098, or at such other place or places as the Engineer may designate by written notice delivered to the County.	All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Nick Bokaie, GFT Infrastructure, Inc., 3100 W Alabama St, Houston, TX 77098, or at such other place or places as the Engineer may designate by written notice delivered to the County.

**3. The signature page is amended as follows:**

COUNTY:

ENGINEER:

WALLER COUNTY

GFT Infrastructure, Inc.

\_\_\_\_\_  
Carbett "Trey" J. Duhon III, County Judge

\_\_\_\_\_  
Nick Bokaie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

4. Appendix B Maximum Hourly Rates and Expenses is wholly replaced with the Appendix B attached hereto.
5. Except as expressly amended by this Amendment, the Agreement is hereby reaffirmed and shall remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which, taken together, shall constitute the executed Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective \_\_\_\_\_.

COUNTY:

WALLER COUNTY

ENGINEER:

GFT Infrastructure, Inc.

\_\_\_\_\_  
Carbett "Trey" J. Duhon III, County Judge

\_\_\_\_\_  
Nick Bokaie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Debbie Hollan, County Clerk

Approved:

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

**Appendix B**  
**Maximum Hourly Rates and Expenses**

***GFT Infrastructure, Inc.***

<b>Job Classification</b>	<b>Maximum Raw Salary Rate</b>
Principal	\$150.00
Senior Project Manager	\$130.00
Deputy Project Manager	\$125.00
Support Manager	\$125.00
Senior Tolling Advisor	\$120.00
Quality Manager	\$120.00
Senior Project Engineer	\$100.00
Project Engineer	\$75.00
Design Engineer	\$70.00
Senior Traffic Engineer	\$100.00
Traffic Engineer	\$75.00
Senior Structural Engineer	\$100.00
Structural Engineer	\$80.00
Senior Electrical Engineer	\$100.00
Electrical Engineer	\$80.00
Engineer-In-Training II	\$65.00
Engineer-In-Training I	\$55.00
Senior CADD Technician	\$50.00
CADD Technician	\$45.00
Junior CADD Technician	\$40.00
Senior Engineering Technician	\$55.00
Engineering Technician	\$50.00
Junior Engineering Technician	\$40.00
Senior Scheduler	\$75.00
GIS Specialist	\$75.00
GIS Technician	\$60.00
Survey Project Manager (TX RPLS)	\$90.00
Project Manager (TX RPLS)	\$80.00
Survey Technician	\$50.00
3-Person Survey Crew	\$120.00
4-Person Survey Crew	\$150.00
SUE Project Manager	\$120.00
SUE Senior Engineer	\$80.00
SUE Project Engineer	\$65.00
SUE Engineer-In-Training	\$55.00
SUE Engineering Technician	\$55.00
Senior Utilities Coordinator	\$95.00
Administrative / Clerical	\$40.00





## WALLER COUNTY RIGHT-OF-WAY PERMIT

Approval Date: 2025-12-15

Permit # 2025-2719

Issued To: MAPLE DEVELOPMENT GROUP, MDG MAPLE  
GROVE

Road Name: Neuman Rd and Morton Rd.

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.

A handwritten signature in blue ink, reading "Ross McCall".

---

Ross McCall  
County Engineer

**Grant Agreement**  
**Rural Sheriff's Office Salary Assistance Program**  
**Award # IA-0000002502**

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Waller County ("Grantee") located at 836 Austin Street, Suite 4300, Hempstead, TX 77445. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

**I. Recitals**

**Whereas**, the 88th Texas Legislature (Regular Session) passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices in rural counties (the "Program");

**Whereas**, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Section 130.911 of the Local Government Code;

**Whereas**, Grantee warrants that it is eligible to participate in the Program;

**Whereas**, Grantee timely submitted an application for a grant;

**Whereas**, Comptroller has reviewed and approved Grantee's application for a grant;

**Whereas**, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

**Now, therefore**, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

**II. Authority**

This Agreement is entered into pursuant to the authority granted in Section 130.911 of the Local Government Code. This Agreement is funded by state funds appropriated by the State Legislature.

**III. Grant**

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 500000.00 to be disbursed to Grantee for the purposes of funding a Rural Sheriff's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Part V of this Agreement (Authorized Uses of Grant Funds; Limitations);
2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Section 130.911 of the Local Government Code; the provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D;
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant;

4. Grantee may not reduce the amount of funds provided to the sheriff's office because of grant funds provided under this Agreement; and
5. Grant funds may only be used for the state purpose of ensuring professional law enforcement throughout the state.

#### IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of December 31 2026, unless terminated earlier in accordance with other provisions of this Agreement.

#### V. Authorized Uses of Grant Funds; Limitations

- A. **Authorized Uses.** Grant funds may only be used to provide a minimum annual salary of at least:
1. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(2));
  2. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(3)) who performs motor vehicle stops in the routine performance of their duties; and
  3. \$40,000 for each jailer (as defined by 34 TAC §16.300(9)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county.
- B. **Additional Authorized Uses.** So long as each county sheriff that meets the definition in 34 TAC §16.300(2), each deputy sheriff that meets the definition in 34 TAC §16.300(3), and each county jailer that meets the definition in 34 TAC §16.300(9), regardless of hiring date, receives the respective minimum salary described by Section V.A. of this Agreement, grant funds may also be used:
1. to increase the salary of a person described by Section V.A of this Agreement;
  2. to hire additional deputies or staff for the sheriff's office; or
  3. to purchase vehicles (as defined by 34 TAC §§16.300(16)), firearms, and safety equipment (as defined by 34 TAC §16.300(14)) for the sheriff's office.
    - a. Vehicle leases are allowable under this Agreement only if Grantee:
      - i. has the right to purchase the vehicle upon performing conditions stated in the lease agreement; and
      - ii. has an immediate right to possess the vehicle.
- C. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by Section V.A of this Agreement, Grantee may use grant funds to increase the salaries of the persons described in Section V.A on a pro-rata basis.
- D. **Allowable Costs for Salary Increases.** For salary increases required to bring a salary to a minimum annual salary described in Section V.A of this Agreement, and salary increases described in Section V.B.1:
1. The cost of providing a salary increase includes:
    - a. the amount by which the salary increases;
    - b. excluding benefits and taxes paid for overtime pay, the amount by which the legally required nonmonetary benefits and taxes for that employee increases as a result of the salary increase, including:
      - i. the increase in the employer's share of payroll taxes; and

- ii. if applicable, any increase in the employer's share of retirement contributions.
- 2. The cost of providing a salary increase does not include:
  - a. overtime pay;
  - b. compensatory time pay that is paid out;
  - c. longevity pay; or
  - d. any legally required nonmonetary benefit that is not calculated as a percentage of salary or wages.
- 3. The increase in a salary is measured based on the salary provided on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.
- 4. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if the Grantee provides the minimum annual salary required by Section V.A of this Agreement, if applicable. Grantee may not reduce a salary below a minimum salary required by Section V.A in order to use grant funds for legally required nonmonetary benefits and taxes for that salary.

**E. Allowable Costs for New Employees.** For additional employees hired under Section V.B.2 of this Agreement:

- 1. The cost of hiring the additional employees includes:
  - a. the salary, which, if applicable, must meet the minimum annual salary required by Section V.A of this Agreement; and
  - b. the legally required nonmonetary benefits and taxes for that employee, including:
    - i. the employer's share of payroll taxes;
    - ii. if applicable, the employer's share of retirement contributions; and
    - iii. if applicable, the employer's share of health insurance premiums.
- 2. The cost of hiring the additional employees does not include:
  - a. overtime pay;
  - b. compensatory time pay that is paid out; or
  - c. longevity pay.
- 3. Determination of whether an employee is an additional employee is based on whether the position existed on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.
- 4. For the additional position to be eligible for salary increases funded by the Grant, it must be an eligible salary increase under Section V.B.1 of the Agreement.

**F. Minimum Hourly Wage Calculation.** If a person described in Section V.A of this Agreement is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in Section V.A and another position, the minimum annual salary required by Section V.A. may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in Section V.A as follows:

- 1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:

- a. the minimum annual salary Section V.A; and
  - b. a quotient:
    - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each week, not to exceed 40; and
    - ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by the Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
- a. the minimum annual salary described in Section V.A; and
  - b. a quotient:
    - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
    - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- G. **Salary Increase on Hourly-Wage Basis.** A person whose salary increase may be paid with grant funds under Section V.B.1 of this Agreement may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- H. **Temporary Employees.** Grantee may hire an employee with a predetermined termination date but may not use grant funds for contract labor.
- I. **Administrative Costs.** Neither indirect costs nor direct administrative costs of Grantee are allowable under the Agreement.
- J. **Expenditure of Grant Funds.** Subject to Section VI.D of this Agreement (Pre-award Costs), Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds in accordance with 34 TAC §16.303(d).

## VI. Payment

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs are allowable under the terms of this Agreement.
- E. **Return of Unspent Funds.** Grantee agrees to return to Comptroller any unspent grant funds upon termination or expiration of the Agreement, and Grantee will return any such funds in accordance with Comptroller instructions.

## VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III, Sections 1 through 4, Comptroller may:
1. require Grantee to cure the failure to comply to the satisfaction of Comptroller;
  2. require Grantee to return the grant funds or a portion of the grant funds;
  3. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
  4. disallow all or part of the cost of the activity or action that is not in compliance;
  5. terminate the Agreement in whole or in part;
  6. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
  7. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

## VIII. Equipment

Equipment purchased with grant funds is subject to the use, management, and disposition requirements of Texas Grant Management Standards. See Texas Grant Management Standards, Equipment, for applicable requirements. Grantee must obtain written disposition instructions from Comptroller when equipment acquired under the award is no longer needed, unless the per unit fair market value of the equipment is less than \$10,000. Firearms, whether equipment or supplies, are Controlled Assets, as defined by TxGMS, and must be tracked and secured by Grantee.

## IX. Indemnification

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

## X. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Grantee understands that Comptroller will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- D. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, 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. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- G. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- H. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- I. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- J. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- K. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- L. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- M. **Governing Law and Venue.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.
- N. **Termination for Convenience.** Comptroller may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. Comptroller's termination for convenience under this section may be for any reason or no reason at all.



## XI. Certifications, Representations, and Warranties

Grantee certifies its compliance with and otherwise acknowledges the following and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

- A. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.
- B. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by Comptroller and the State of Texas with respect to the use of Grant funds.
- C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- E. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of Comptroller, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of Comptroller, or (3) a person who employs a current or former executive head of Comptroller.
- F. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to Comptroller.
- G. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- H. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

- I. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- J. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
- K. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- L. **Political Polling Prohibition.** Grantee 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 which performs political polling.
- M. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to Comptroller.
- N. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

## XII. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts  
 ATTN: Contracts Section  
 111 E 17<sup>th</sup> Street, Room 310C  
 Austin, Texas 78774  
*With copy sent via electronic mail to [contracts@cpa.texas.gov](mailto:contracts@cpa.texas.gov)*

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Waller County  
836 Austin Street, Suite 4300  
Hempstead Texas 77445

Contact Person: Carbett Duhon III  
Waller County Judge  
836 Austin Street, Suite 4300  
Hempstead Texas 77445  
t.duhon@wallercounty.us  
9798267700

### XIII. Signatories

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

#### Texas Comptroller of Public Accounts

#### Grantee

By: \_\_\_\_\_  
Lisa Craven  
Deputy Comptroller

By: \_\_\_\_\_  
Carbett Duhon III  
Waller County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Certificate Of Completion		
Envelope Id: A91A505B-1389-4626-B00E-58995B0649F7		Status: Sent
Subject: Rural Law Enforcement Grant Agreement		
Source Envelope:		
Document Pages: 10	Signatures: 0	Envelope Originator:
Certificate Pages: 4	Initials: 0	Maria Avalos
AutoNav: Enabled		maria.avalos@cpa.texas.gov
Envelopeld Stamping: Enabled		IP Address: 18.253.34.110
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		

Record Tracking		
Status: Original	Holder: Maria Avalos	Location: DocuSign
12/22/2025 10:20:39 AM	maria.avalos@cpa.texas.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Salesforce-PROD	Location: Docusign

Signer Events	Signature	Timestamp
Carbett Duhon III		Sent: 12/22/2025 10:21:18 AM
t.duhon@wallercounty.us		Resent: 12/29/2025 10:40:33 AM
Security Level: Email, Account Authentication (None)		Viewed: 1/6/2026 3:45:49 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/4/2024 12:06:46 PM ID: 359a4ed9-9951-44fd-97e9-796f74dcdd09		
Lisa Craven lisa.craven@cpa.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/26/2024 10:14:36 AM ID: d0daaa94-1252-47fe-afac-dfed056dfa5a		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/22/2025 10:21:18 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Salesforce-PROD:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kaite.guerrero@cpa.texas.gov](mailto:kaite.guerrero@cpa.texas.gov)

**To advise Salesforce-PROD of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kaite.guerrero@cpa.texas.gov](mailto:kaite.guerrero@cpa.texas.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Salesforce-PROD**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kaite.guerrero@cpa.texas.gov](mailto:kaite.guerrero@cpa.texas.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Salesforce-PROD**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kaite.guerrero@cpa.texas.gov](mailto:kaite.guerrero@cpa.texas.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.

# OFFICE OF THE GOVERNOR-PUBLIC SAFETY OFFICE

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## FY27 FUNDING OPPORTUNITIES

As of 11:50 a.m. on Friday, January 9, 2026, I have only received two proposed grant projects from Constable, Precinct 3's Office.

- \$40,000 for ten (10) body-worn cameras
- \$75,000 for programming to combat violence against women\*
  - **\*Nb:** Additional details are required before we can seek the Grants Committee's approval of the proposed project

Backup will be revised after the Grants Committee meets to vet all proposed grant projects the week of January 12.



**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL  
SERVICES BETWEEN WALLER COUNTY AND WALLER COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55**

This INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL SERVICES, hereinafter referred to as "Agreement," is made by and between Waller County, a political subdivision of the State of Texas, hereinafter referred to as the "County," and Waller County Municipal Utility District No. 55, a political subdivision of the State of Texas, hereinafter referred to as the "District."

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Waller County, Texas, and is authorized to enter interlocal agreements on behalf of the Waller County Sheriff's Office; and

WHEREAS, the Waller County Sheriff's Office, hereinafter referred to as "Waller County Sheriff's Office" and/or "Sheriff's Office," is a duly organized agency of Waller County engaged in the providing of law enforcement and related services for the benefit of citizens of Waller County, Texas, including the citizens residing within the respective boundaries of the District; and

WHEREAS, the District is a political subdivision of the State of Texas, created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 54 and 49 Texas Water Code as amended; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the District may contract to employ peace officers with the power to make arrests when necessary to abate the commission of, among other things, any offense against the laws of the State of Texas. The County is authorized to provide law enforcement services to the District pursuant to Texas Government Code Section 791.011(c)(2); and

WHEREAS, the County and the District further covenant that all payments mandated by this Agreement do fairly compensate the County for the furnishing of law enforcement services; and

WHEREAS, the County and the District desire to improve the efficiency and effectiveness of local governments by contracting for supplemental services of patrol and other law enforcement services as specified elsewhere herein; and

WHEREAS, the District seeks to provide additional law enforcement and related

services for the benefit of citizens within its boundaries, described in the attached **Exhibit B**; and

WHEREAS, the County and the District mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

**NOW THEREFORE**, the County and the District, for the mutual consideration hereinafter stated, agree and understand as follows:

### **I. PURPOSE**

The purpose of this Agreement is to provide additional law enforcement services to ensure the peace and safety of the citizens of the County particularly within the territorial confines of the District, as described in **Exhibit B**, and to provide such a public benefit through the deployment of County property and personnel as deemed appropriate by the Waller County Sheriff's Office.

### **II. TERM**

#### **TERM AND RENEWAL**

This Agreement shall begin on January 1, 2026 and for the first year term last until December 31, 2026. The second year term will begin on January 1, 2027 and go to December 31, 2027. The Parties agree that upon expiration of this initial two year term (and any subsequent renewal terms), this Agreement shall automatically renew each year for subsequent twelve (12) month periods beginning on the first (1st) day of January of each year and ending on the following thirty first (31st) day of December, unless and until this agreement is terminated in accordance with the provisions herein under the caption "TERMINATION."

#### **TERMINATION**

Written notice is required for any party desiring to terminate this Agreement. The Agreement may be terminated at any time for cause or no cause, by either party giving thirty days (30) days written notice to the other party to the identified Notice Addresses provided in this Agreement. The notice must be made by U.S. Postal Service, Certified Mail, Return Receipt Requested.

### **III. CONSIDERATION FOR SERVICES AND FINANCIAL PROVISIONS**

#### **CONTRACT FUNDING AMOUNT**

In consideration for the services provided by the County, the District agrees to fully fund and reimburse the County for such expenses in the amount as set forth on **Exhibit A** hereto. The County shall provide to the District, no later than sixty (60) days prior to the expiration of any term (original or renewal) of this Agreement, an updated **Exhibit A** setting forth proposed changes to such expenses, if any, that would apply to the immediately following renewal term.

#### INDIRECT FEE

The District understands and agrees that administrative duties are required to ensure compliance with this Agreement, and that those duties may not be quantifiable in the same way as patrol duties and operating expenses. The creation of an indirect-fee line will allow the County to be fairly compensated for these activities. The indirect fee shall be invoiced in equal installments to the District within the routine quarterly invoice, but the annual amount may not exceed more than 15% of the total amount in **Exhibit A**.

#### BILLING

The County Auditor's Office will invoice the District on a quarterly basis and the amount billed shall be due from the District's current revenues within 30 days of the receipt of an invoice from the County. Such invoice will be forwarded to the District in care of the bookkeeper for the District, currently:

Vanessa Hernandez  
Myrtle Cruz, Inc.  
3401 Louisiana St #400  
Houston, TX 77002

#### CHANGE OF ADDRESS

The District is responsible to notify the County if a change of billing address should become necessary.

#### SUSPENSION OF SERVICES

The County Auditor's Office shall notify the Waller County Sheriff's Office if the District becomes delinquent in payment of the contracted funding. Payment shall be considered delinquent if the District fails to make payment to the County within thirty (30) days after the receipt of a quarterly invoice. The Sheriff's Office shall notify the District to discuss the non-payment. If the delinquent payment status continues, then the County may suspend services to the District for non-payment and County shall be entitled to terminate this Agreement. The Sheriff's Office will identify a date

on which the services will be suspended and will notify the District by telephone and in writing (to the Notice addresses provided in this Agreement) of the date service will be suspended. If the District is delinquent for more than sixty (60) days, the District may be charged an additional penalty of 10% of the past-due bill.

If service by County to the District has been suspended for non-payment and the District subsequently becomes current on payments/penalties owed to County under this Agreement, it is the responsibility of the District to contact the County Auditor's Office and the Sheriff's Office to confirm receipt of payment and that services are reactivated. The District will not receive credit for time which service is suspended for non-payment.

#### IV. SCOPE OF SERVICES

##### TACTICAL COMMAND AND CONTROL NOT AFFECTED

Nothing in this agreement shall be construed to affect the Waller County Sheriff's Office's tactical command and control of its officers. District acknowledges that the peace officers affected by this agreement are not private security. The peace officers are public law enforcement officers operating under the Waller County Sheriff's Office's command.

##### SCOPE OF SERVICES

The County affirms and approves the authority of the Waller County Sheriff's Office to provide one or more peace officers, as deemed appropriate by the Sheriff's Office, to devote 50% of their working time, with the total number of hours per month to be set forth in this agreement and, thereafter, may be adjusted by the District as set forth below, to provide law enforcement services within the District's geographical boundaries in Exhibit B. These law enforcement services are intended to be patrol services. It is the intent of this Agreement that 50% of the peace officers' working time should be spent within the District.

The District acknowledges that tasks and duties other than patrol will be required of peace officers outside of the geographical boundaries in **Exhibit B**, and that such tasks and duties, including but not limited to duties such as administrative work and appearing in court, are a necessary part of providing law enforcement services in the District.

The District further acknowledges that the Sheriff's office may direct the peace officers assigned to the District to other areas in response to emergencies or other circumstances as needed. Such directives are to be considered de minimis and

contemplated within the scope of services due to the split costs as detailed in **Exhibit A**.

The County and the Sheriff's Office agree that the patrol services to be furnished pursuant to this Agreement are in addition to the regular on-duty peace officer services furnished within the District's geographical boundaries, and that in no event shall the services furnished hereunder alter, impact or lessen the routine patrol services that are otherwise provided in the District.

### PATROL UNIT

In exchange for the provision of one or more Patrol Unit(s), the District agrees to pay the County a sum, per unit, totaling 50% of the reasonable and necessary expenses, more fully described in **Exhibit A** hereto, with the exception of the vehicle costs. The District shall bear the full expense of the vehicle costs for the first year term of January 1, 2026 to December 31, 2026. Subsequent to the first year term split of 50%/50% and every year after, the District will pay the standard 90% of the fees as detailed in **Exhibit A-1**. The payments made by the District to the County shall be used by the County for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the Patrol Unit. A Patrol Unit at a minimum consists of: (1) the Sheriff's Deputy (personnel), (2) the equipment and vehicle necessary to support the Deputy, and (3) direct and non-direct support services.

The District's payments in **Exhibit A and A-1** are for a 50% share of the patrol unit's time, as further detailed in this agreement.

The County agrees that each peace officer will be properly insured while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

### NUMBER OF PATROL UNITS

Until otherwise notified in writing by the District, the County acknowledges that the District has determined that one (1) Deputy Sheriff Patrol Unit will be funded through this Agreement.

### HOURS WORKED BY PATROL UNIT

The number of "working time" hours (every two weeks) by the Patrol Unit is eighty (80) hours. The District and the County will agree to the work shifts for each Patrol Unit by separate written notice. The Waller County Sheriff's Office will manage the schedule of each Patrol Unit so that the Patrol Unit has 50% of its working hours, 40 hours during a two-week period or 20 hours per week, within the District. District

understands that a Patrol Unit may have a certain number of undefined hours in which the Patrol Unit may be needed to attend court hearings, training, meetings, or have routine employee-related absences which may reduce the number of direct patrol hours. If possible and within personnel and budgetary limits, the County may assign a substitute Patrol Unit to District to provide service in the absence of the assigned Patrol Unit.

The Sheriff's Office will provide information to District of Deputy absences in writing on a quarterly basis. In addition, the District may at any time request materials documenting the hours worked by a Patrol Unit in order to determine the number of direct patrol hours within the District, and the County shall provide said documentation upon this request. Any such materials or documentation provided shall be kept confidential. The District's right to request and inspect work logs or similar materials documenting hours as created by this Agreement shall expire thirty (30) days after the termination of this agreement.

As used herein, the phrase "working time" means those hours designated by the Sheriff's Office in which its commissioned peace officers are assigned to provide additional law enforcement services in the Area pursuant to this Agreement. During such working time, the peace officers shall perform law enforcement services as normally provided when working directly for the Sheriff's Office. The Sheriff's Office shall retain control and supervision of the peace officers performing services under this Agreement to the same extent as the Sheriff's Office does with its other peace officers that are working outside the District's Area. The peace officers must always comply with the laws of the State of Texas and act within the scope of the General Orders and Standard Operating Procedures of the Sheriff's office. The peace officers shall not enforce "district policies" or "house rules" of the District; provided, however, the peace officers shall enforce District Rules and Regulations adopted pursuant to Section 54.205 of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code.

### OVERTIME

Any time worked by a Deputy in excess of eighty (80) hours bi-weekly is considered overtime. Overtime costs will be administered in accordance with the Waller County attendance/leave-time/overtime policies as they apply to non-exempt law enforcement personnel. District and the Sheriff's Office will establish an overtime protocol designed to help manage overtime costs. The Waller County Sheriff's Office will use its best efforts to notify District prior to the scheduling of planned overtime. District agrees to compensate the County for reasonable and customary overtime costs; and the County agrees that overtime costs shall be



incurred only when determined to be reasonably necessary to affect the purposes and intent of this agreement. Such costs will be added to the quarterly invoice to District.

### ABSENCES

The District understands and agrees that the nature of hiring personnel will include a certain amount of employee absences, each Patrol Unit will receive County employee benefits, including holiday, sick, vacation, personal, compensation time that will be incorporated in their eighty (80) hours bi-weekly service hours, thus reducing the amount of direct patrol hours to District. The Sheriff's Office will use its best-efforts to notify District prior to the scheduling of planned absences. If possible and within personnel and budgetary limits, the Sheriff's Office may assign a substitute Patrol Unit to District to provide service in the absence of the assigned Patrol Unit. Sheriff's Office will provide information to the District of patrol deputy absences.

### RECORDS, DATA, AND OTHER INFORMATION

The terms "records," "data," "information," and "materials" are inclusive of each term and substituted throughout, and are meant to include any type of recorded information generated by the Sheriff's Office, including but not limited to the examples of audio-visual records, photographic images, camera roll, body worn camera footage, patrol reports, notes, and other memoranda.

The Parties acknowledge that the Sheriff's Office, in the performance of law enforcement duties, may generate or obtain access to confidential and protected information, including but not limited to Criminal History Record Information (CHRI), Personally Identifiable Information (PII), and law enforcement reports, records, or investigatory materials. Pursuant to applicable federal and state laws, including but not limited to the CFR 28, the Texas Code of Criminal Procedure, the Texas Public Information Act (Chapter 552 of the Texas Government Code), and the Federal Privacy Act (5 U.S.C. § 552a), the Sheriff's Office is strictly prohibited from disclosing CHRI, PII, or any related law enforcement-sensitive materials, except as authorized by law.

Nothing in this agreement shall be construed to entitle the District to records, data, or other information that the County or Sheriff's Office is required to restrict as a matter of law. All records created by the Sheriff's Office are subject to applicable law, including but not limited to the Texas Public Information Act. No privileges, including but not limited to attorney client and investigative privileges are waived by this agreement.

Nothing in this agreement shall be construed to grant access to any systems, data, or communications governed by the FBI Criminal Justice Information Services (CJIS) Security Policy. All CJIS data shall remain under the exclusive control of the Sheriff's Office.

This agreement does not create an entitlement to any records or data whatsoever created by the Sheriff's Office Deputies in the course and scope of their duties.

All records generated by the Sheriff's Office shall remain the property of the Sheriff's Office, and the Sheriff's Office shall maintain, retain, distribute, and destroy said records in accordance with their internal policy and as authorized by law. Any Sheriff's Office records shared with the District shall remain the property of the Sheriff's Office. District acknowledges that it does not have any ownership or control rights whatsoever over data, records, and other information generated by the Sheriff's Office, and in particular, has no right through this agreement to body worn camera footage. District shall maintain all Sheriff's Office records as confidential. District shall destroy the records, data, and information shared by the Sheriff's Office upon request.

The District shall not act as an intermediary or represent the Sheriff's Office in responding to requests for records generated by the Sheriff's Office. The District shall not distribute any data or records from the Sheriff's Office to third parties without prior agreement from the Sheriff's Office.

In the event the District inadvertently obtains Sheriff's Office records, they shall immediately notify the Sheriff's Office, and shall return and/or destroy said records upon request.

The District may request in writing general statistical or summary data regarding deputy activity within the district such as materials documenting the hours worked by a Patrol Unit without making a Public Information Act request or subpoena. However, such requests shall not include or imply entitlement to raw video footage, criminal history record information (CHRI), personally identifiable information (PII), investigative records, or any other information protected by law. The Sheriff's Office may also, at its discretion and in compliance with applicable law, provide non-confidential summary data or statistical reports to the MUD District. The purpose of these reports and data is to demonstrate patrol activity levels and performance metrics.

The District shall not use this agreement to obtain records or information other than general statistical or summary data. The District may use the same legal means of obtaining the Sheriff's Office's records that are available outside of this agreement, including but not limited to Public Information Act requests, subpoenas, and court orders.

Any attempt by the District to obtain Sheriff's Office or other County records through improper means, other than by lawful request or pursuant to this agreement, shall be considered a breach of this agreement.



## **V. PERSONNEL**

### **PATROL DEPUTY**

Although the peace officers shall at all times remain under the control and supervision of the Sheriff's Office, the Sheriff's Office agrees as follows with respect to the additional law enforcement services to be furnished by the peace officers under this Agreement: the District shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of the peace officers. The County shall be responsible for the filing and payment of all income related taxes associated with the services performed by the peace officers under this Agreement. The peace officers shall not be treated as employees of the District with respect to the services performed hereunder for federal or state tax purposes, for workers compensation purposes, or for any other purposes.

### **CHAIN OF COMMAND**

Each Deputy will be an employee of the County and will be in the chain of command at the Waller County Sheriff's Office. Each Deputy is obligated to follow all guidelines, policies, and procedures of the County and the Waller County Sheriff's Office.

### **WORK ASSIGNMENT**

Each Deputy shall have his/her work assignment and duties outlined under this Agreement as their primary job assignment and will not regularly be assigned additional police duties by the Waller County Sheriff's Office. The County reserves the right, however, to reassign a Deputy temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the Sheriff's jurisdiction. The Waller County Sheriff's Office will provide information to the District of such instances in writing.

## **VI. EQUIPMENT**

### **EQUIPMENT**

The County provides equipment for each Deputy hired by the Waller County Sheriff's Office. District will be responsible to provide funding so that the equipment designated by the Waller County Sheriff's Office for rendering of law enforcement services may be in the same manner, and with the same equipment and vehicle, as is customarily provided by the Waller County Sheriff's Office within their statutory jurisdiction, and such equipment costs are reflected in Exhibit A hereto.

### **EQUIPMENT REPLACEMENT**

The County may purchase vehicles and equipment, including computer and other electronic equipment, with funding provided by District for the purpose of providing services under this Agreement. Such vehicles and equipment will be subject to any Waller County administrative policies and procedures for replacement of such vehicles or equipment. Such replacement will be incorporated into the District funding requirements and will be consistent with the customary maintenance and replacement schedule for like equipment.

### PATROL VEHICLE

The County and District understand and agree that this Agreement provides funding for the expenses for the County. Specifically, to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of the County as stated herein during the period of this Agreement. Title of any patrol vehicle shall remain in the custody of Waller County Sheriff's Office. Funding for vehicle expenses shall not indicate any transfer of title, or possession rights, regarding the patrol vehicle.

With the funding provided by District, the County will: (1) coordinate the purchase of liability insurance coverage via the County's policy, (2) provide routine maintenance, repairs, and fuel costs of the vehicle, and (3) purchase, if necessary, and install the necessary equipment to make the vehicle ready for use by each Deputy.

Each Deputy shall have the full authority to use the vehicle in accordance with the County and Waller County Sheriff's Office policies. This includes, but is not limited to, allowing each Deputy to take the vehicle home, within a reasonable distance. District is not responsible for any costs that are attributable to a Deputy's misuse of the vehicle in violation of this Agreement and the County and Waller County Sheriff's Office policies.

## **VII. COUNTY'S RESPONSIBILITIES**

For the purposes and consideration herein stated and contemplated, the County, through the Waller County Sheriff Office, will provide the following necessary and appropriate services for the District to the extent authorized by this Agreement and state or federal law:

### LIAISON

County will designate the Waller County Sheriff or his designee to act on behalf of County to serve as "Sheriff's Office Liaison Designee" for County. The Sheriff's Office Liaison Designee will make or receive requests and confer upon matters concerning the

delivery of Patrol services to the District. The District will observe and utilize the Sheriff's Office Liaison Designee who will devote sufficient time and attention to the execution of said duties on behalf of the County and will provide immediate and direct supervision of the Waller County Sheriff's Office employees, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of County and the District. In the event that new Designee is assigned, the County shall notify the District by sending notice to the District's address as provided in this Agreement.

Sheriff Liaison Designee:  
 Chief Robert Schields  
 100 Sheriff R Glenn Smith Dr.  
 Hempstead, TX 77445  
 Phone: 979-826-8282  
 Fax: 979-826-7781

### COUNTY LIABILITY

The County understands and agrees that the County, its employees, servants, agents, and representatives are not and shall at no time represent themselves to be employees, servants, agents, and/or representatives of the District. The County shall not be required to indemnify nor defend the District for any liability arising out of the wrongful acts of employees or agents of the District to the extent allowed by Texas law.

### SERVICE MANAGEMENT

The planning, organization, assignment, direction, and supervision of County personnel under this agreement will be determined by the Waller County Sheriff's Office. The rendition of service, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of the Waller County Sheriff's Office.

### RESPONSIVENESS

The County will give prompt consideration to all requests from the District routed through the Sheriff's Office Liaison Designee regarding delivery of patrol services under this Agreement. The County will make every effort to comply with these requests as long as they are consistent with State law and the policies of the Waller County Sheriff's Office.

### NOTICES

Any and all notices to the County required by this Agreement will be sent to the

following parties at their respective addresses listed below:

1. Chief Robert Schields  
100 Sheriff R Glenn Smith Dr.  
Hempstead, TX 77445  
Phone: 979-826-8282  
Fax: 979-826-7781
  
2. Waller County Judge's Office  
836 Austin Street  
Hempstead, TX 77445  
Phone: 979-826-7700

### **VIII. DISTRICT'S RESPONSIBILITIES**

For the purposes and consideration herein stated and contemplated, the District shall have the following responsibilities to the maximum extent authorized by this Agreement and state or federal law:

#### **LIAISON**

The District designate as representatives to act on behalf of the District, and to serve as "Liaison Contact" for the District by submitting the Liaison's contact information to the Sheriff's Office. The Liaison Contact will devote sufficient time and attention to the execution of said duties on behalf of the District and will provide immediate and direct supervision of the District in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the District and County. In the event that new Designee is assigned, the District shall notify the County by sending notice to the County's address as provided in this Agreement.

Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Ste. 2600  
Houston, Texas 77027  
Attn: Angie Lutz  
Phone: 713-860-6470  
Email: alutz@abhr.com

#### **DISTRICT'S LIABILITY**

The District understands and agrees that the District, its employees, servants, agents, and representatives are not and shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The District shall not be required to indemnify nor defend the County for any liability arising out of the wrongful acts of employees or agents of the County to the extent allowed by Texas law.

#### AREA OF ENFORCEMENT (MAPS)

The District will provide County with accurate maps of the areas and boundaries of the District and the areas to be patrolled. Subdivision plats and updated maps will be provided to the County as the land is platted or boundaries change. **Exhibit B** attached hereto contains a legal description of the District.

#### NOTICES

The District designates the following address for notices required by this Agreement to be sent to the following:

Waller County Municipal Utility No.55  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Ste. 2600  
Houston, Texas 77027  
Attn: Angie Lutz  
Phone: 713-860-6470  
Email: alutz@abhr.com

### **IX. MISCELLANEOUS PROVISIONS**

#### RECOURSE

The District's recourse for failure of County to furnish services under this Agreement will be the right to terminate this agreement pursuant to Section II. In the event that the District request a refund of already paid fees, Sheriff and the President of each District Board, or their respective designees, shall determine by mutual agreement the fee amount. Conversely, in the event that the County requests payment for any services, already performed but not yet paid, the payment amount shall be determined by mutual agreement of the parties.

#### ASSIGNMENT: SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written

consent of the other Party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

### DISPUTES

Any dispute arising from the failure, of either the District or County, to agree on any potential refund and/or payment amounts will be first submitted to non-binding mediation. Each party will pay one-half (1/2) of the cost of expense of said mediation.

It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency or performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency or performance and compensation adjustment will be referred to a court of competent jurisdiction.

### CURRENT REVENUES

Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

### NON-APPROPRIATION AND FISCAL FUNDING

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of such Party does not appropriate sufficient funds as determined by such Party's budget for the fiscal year in question. The Party may effect such termination by giving the other Party written notice of termination at the end of its then-current fiscal year.

### NON-WAIVER

A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

### NO THIRD PARTY BENEFICIARIES

No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

### VENUE

The District and County agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be a court of competent jurisdiction in Hempstead, Waller County, Texas.

### SEVERABILITY

The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Waller County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

### NO JOINT ENTERPRISE, JOINT VENTURE, VICARIOUS, OR AGENCY THEORY OF LIABILITY

This Agreement is considered a contract under Government Code 791.003(2), and thus not a joint enterprise under Government Code 791.006(d), for the purpose of assigning or determining liability. Nothing in this Agreement shall be interpreted to create a joint enterprise or joint venture, or an agency relationship between the Parties for the purposes of determining liability, in the event there is a change of law that allows for shifting and/or sharing liability under a joint enterprise, joint venture, vicarious, or other agency theories of liability.

### LIABILITY AND IMMUNITY

This Agreement is made for the express purposes of providing patrol services, which all parties recognize to be a governmental function. Except as hereinafter provided no party assumes any liability beyond that provided by law.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United



States.

Except as hereinafter provided no party assumes any liability beyond that provided by law and expressly acknowledges the potential shifting and/or assumption of liability as outlined in the Interlocal Agreement Act codified in Government Code §791.006.

#### FORCE MAJEURE

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, disease and/or sickness pandemic, endemic, or outbreak, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

#### ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between County and the District and supersedes all prior negotiations, representations and/or agreements, either written or oral. The terms and conditions in this Agreement may be amended only by written instrument signed by both the County and the District.

#### AUTHORIZED OFFICIALS

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the others that any necessary actions or resolutions extending said authority have been duly passed and are now in full force and effect. The County Judge, or the Presiding Officer of the Waller County Commissioners Court, is granted the authority to execute this agreement upon the approval of the Waller County Commissioners Court of this contract.

#### COUNTERPARTS

This Agreement may be executed in counterpart with no adverse bearing on dignity and effect.

[EXECUTION PAGE FOLLOWS]



WALLER COUNTY, TEXAS

WALLER COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55

\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
President, Board of Directors

Date

Date April 13, 2025

Attest:

Attest:

  
\_\_\_\_\_

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Waller County  
Assistant District Attorney

  
\_\_\_\_\_  
Attorney for Waller County MUD No. 55

Exhibit A

<b>516 - Sheriff's Administration</b>	<b>TOTAL</b>	<b>MUD 55</b>
510019 - Staff Salary		\$66,816.00
<b>510026 - Certification Pay</b>		\$3,600.00
520000 - Longevity		\$0.00
520100 - Social Security		\$5,386.82
520201 - TCDRS		\$7,949.97
530204 - K9 Dog Supplies		\$0.00
533000 - Fuel and Oil		\$12,000.00
563000 - Training and Conference		\$1,000.00
563900 - Uniforms		\$2,700.00
581700 - Equipment		\$10,500.00
581816 - AirCard/Wireless		\$90.00
		<b>\$110,042.79</b>
<b>Department 411 - Insurance</b>		
125-411-560300 - Liability Ins		\$800.00
		<b>\$800.00</b>
<b>Department 685 - Employee Benefits</b>		
125-685-520303 - Health Insurance		\$23,493.60
125-685-520400 - Worker's Compensation		\$1,010.13
125-685-520500 - Unemployment		\$70.42
		<b>\$24,574.14</b>

Subtotal: \$135,416.93

First Year percentage split [non vehicle] X 0.50

First Year Non-Vehicle Subtotal = \$67,708.47

<b>518 - Law Enforcement Vehicle Maint</b>	
536400- Part and Repairs	\$9,000.00
<b>581700 - Equipment</b>	\$145,000.00
	<b>\$154,000.00</b>

First Year Vehicle Costs [100%] \$154,000.00

First Year Non-Vehicle Subtotal + \$67,708.47

**TOTAL EXHIBIT A FIRST YEAR COSTS = \$221,708.47**

Exhibit A-1

<b>516 - Sheriff's Administration</b>	<b>TOTAL</b>	<b>MUD 55</b>
510019 - Staff Salary		\$66,816.00
<b>510026 - Certification Pay</b>		\$3,600.00
520000 - Longevity		\$0.00
520100 - Social Security		\$5,386.82
520201 - TCDRS		\$7,949.97
530204 - K9 Dog Supplies		\$0.00
533000 - Fuel and Oil		\$12,000.00
563000 - Training and Conference		\$1,000.00
563900 - Uniforms		\$2,700.00
581700 - Equipment		\$10,500.00
581816 - AirCard/Wireless		\$90.00
		<b>\$110,042.79</b>
<b>Department 411 - Insurance</b>		
125-411-560300 - Liability Ins		\$800.00
		<b>\$800.00</b>
<b>Department 685 - Employee Benefits</b>		
125-685-520303 - Health Insurance		\$23,493.60
125-685-520400 - Worker's Compensation		\$1,010.13
125-685-520500 - Unemployment		\$70.42
		<b>\$24,574.14</b>

Subtotal: \$135,416.93

<b>518 - Law Enforcement Vehicle Maint</b>	
536400- Part and Repairs	\$9,000.00

Parts and Repairs + \$9,000.00

Second Year Subtotal = \$144,416.93

Second Year percentage split [90%] X 0.90

**TOTAL EXHIBIT A-1 SECOND YEAR COSTS = \$129,975.24**



STATE OF TEXAS  
COUNTY OF WALLER

## **AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND XPERNET SERVICES, INC. FOR INFORMATION TECHNOLOGY SERVICES**

This Agreement for professional services ("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 XperNet Services, Inc. ("Contractor"), a Texas corporation (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, County desires to enter into a contract for professional services pursuant to applicable state laws and regulations;

WHEREAS, pursuant to Local Government Code § 262.024(a)(4), the Commissioners Court by order may exempt certain professional services from the competitive bidding requirements of Local Government Code 262;

WHEREAS, the Commissioners Court has determined that information technology services are professional services under Local Government Code § 262.024(a)(4), and ordered that they are exempt from the competitive bidding requirements of Local Government Code 262;

WHEREAS, Contractor provides professional information technology services;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of this Agreement; and

WEHREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

### **SECTION 1. AGREEMENT**

- 1.1 **Services to be Provided:** The Contractor shall provide information technology services to the County as provided in, and in accordance with the attached Exhibits A-D. The goal of this Agreement is to ensure efficient and effective information technology ("IT") services that meet the operational needs of the County. Contractor shall perform the services in accordance with this Agreement.
- 1.2 **Contract Documents:** The following documents constitute the "Contract Documents":
  - a. this Agreement;
  - b. the PC & Network Addendum, attached hereto as Exhibit A.
  - c. the Data Backup and Archival Management Addendum, attached hereto as Exhibit B.

- d. the Security Information and Event Management Addendum, attached hereto as Exhibit C
- e. the Mobile Device Management Addendum, attached hereto as Exhibit D

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 or conflicts in the Contract Documents, the language of the Agreement shall control over the language of any of the Exhibits.

- 1.3 Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are controlling over any other Contract Document.

## **SECTION 2. DESIGNATED REPRESENTATIVES**

- 2.1 County's Designated Representatives: The County designates NAME as the Designated Representative with regard to the services performed under this Agreement.
- 2.2 Contractor's Designated Representatives: Contractor designates Greg Henry 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 Contractor's Performance: Contractor shall begin performance upon the Effective Date. Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to provide the IT services in accordance with the terms and conditions of this Agreement.
- 3.2 Conference and Cooperation: Contractor shall confer with the County on an as needed basis to ensure the services are satisfactorily performed, 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.
- 3.3 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. Contractor shall ensure its employees, staff, agents, and representatives perform the services in a safe manner. The County shall not be responsible for any injury incurred or caused by an employee, member of staff, agent, or representative of Contractor during the performance of any service under this Agreement.



- 3.4 Secure Information and Areas: Contractor's personnel may at times have access to secure areas and information. Contractor's personnel shall not access secure information or areas without first obtaining authorization from the responsible County official, officer, or employee. Contractor agrees that its employees and personnel will comply with security measures put in place by the County or County department prior to performing services under this Agreement.
- 3.5 Performance Warranty: Contractor represents and warrants to County that it has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and will perform the services in accordance with the highest professional standards. All services will comply with applicable industry standards.
- 3.6 Service Hours: Contractor shall perform the IT services during regular hours of operation, Monday through Friday, beginning at 8:00 a.m. and ending at 5:00 p.m. local time. Requests for support outside of normal business hours will be considered based on the severity of the request and availability of Contractor's staff. Contractor shall provide after-hours support to the Waller County Sheriff's Office to the best of its ability based on and how urgent and critical the need is.
- 3.7 Compliance With Applicable Law: Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state, and local government, which may affect performance of this Agreement. All vehicle operators shall be appropriately licensed.
- 3.8 Risk of Loss: Contractor shall be responsible for any damage or loss to County property caused by any of its employees, staff, agents, or representatives, including damage or loss caused during any installation work related to IT services.
- 3.9 Third-Party Property Damage: Contractor shall be responsible for any damages or losses it, or any of its employees, staff, agents, or representatives, cause to third-parties in the performance of this Agreement.

#### **SECTION 4. CONTRACT PRICE**

- 4.1 Contract Price: In consideration of the goods and services to be provided by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for goods actually provided and services actually performed in accordance with the Costs and Charges outlined in each Exhibit. These sums shall be a fixed fee for the complete performance of the services contemplated by this Agreement.
- 4.2 Out-of-Pocket Costs: Any out-of-pocket expenses shall be invoiced to the County with an additional 15% fee added. Out-of-pocket expenses include travel to a location other than a Waller County office. The County will only pay for travel costs in accordance with the Waller County Travel Policy. All invoices for out-of-pocket costs shall include a receipt and proof of payment for the incurred expense.
- 4.3 Invoices: Contractor agrees to provide County with invoices for work on a monthly basis unless otherwise indicated in the relevant exhibit. Out-of-pocket expenses will be invoiced separately, or clearly noted on the regular invoice. In submitting the invoices, Contractor acknowledges and by execution of this Agreement certifies that:
- a. The invoices were carefully reviewed for the services billed;

- b. The billed services were performed in compliance with this Agreement;
  - c. The total amount of the invoice is in compliance with this Agreement; and
  - d. All appropriate and required supporting documentation is attached.
- 4.4 **Payment:** The County agrees to pay Contractor for goods and services in the amount identified in Section 4.1 upon completion of the services, and 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.
- 4.5 **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 time frame required by the County;
  - b. Contractor or its employees, staff, agents, or representatives cause damage to County property; or
  - c. There is reasonable evidence that the work cannot be completed within the time specified in this Agreement;
- 4.6 **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:** The term of this Agreement shall begin on the Effective Date, and continue for a twelve (12) month period, or until otherwise terminated in accordance with Section 5.2. This Agreement shall not automatically renew at the end of the twelve (12) month period.
- 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 written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination.

Contractor must cease performance of any services immediately upon receiving written notice.

- 5.6 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 16.18.
- 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 (30<sup>th</sup>) 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.
- 5.9 Prorated Refund: In the event that the County terminates the Contract prior to automatic termination, Contractor shall refund to the County a prorated portion of the Total Fee already paid, if any.

#### **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 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 8. INTERPRETATION**

- 8.1 Interpretation: This Agreement controls over any other document, proposal, 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 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 goods and services provided 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 shall 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. 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, GRANTEEES, 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 PURPOSES 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 OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION. 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.

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 XperNet Services, 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.
- 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 ten (10) 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 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. Contractor shall be responsible for all expenses occurring after the date of termination.

- 16.4 Right of Review: The County may review and inspect any and all of the services performed by Contractor under this Agreement. The County 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.
- 16.5 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.
- 16.6 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.
- 16.7 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, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the Contractor is relieved from performance due to force majeure, the County will also be excused from making payment

to the Contractor during the period of nonperformance. If the Contractor has already received payment from the County for the period of nonperformance, the Contractor shall refund a prorated portion of the payment made by County for the period during which performance is excused.

- 16.8 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.
- 16.9 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.
- 16.10 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.
- 16.11 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.
- 16.12 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.
- 16.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 16.14 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.
- 16.15 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.16 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.17 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.

- 16.18 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 County:**

Waller County Judge  
836 Austin Street, Suite 4300  
Hempstead, Texas 77445

**To Contractor:**

Attn: Greg Henry  
PO Box 6505  
Katy, Texas 77491

- 16.19 Non-Solicitation of Employees: Contractor and County agree not to solicit the employees of either party for employment for a period of one hundred and twenty (120) calendar days following termination of the Agreement.


**IN WITNESS WHEREOF**, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

**COUNTY**

\_\_\_\_\_  
Carbett "Trey" Duhon, III  
Waller County Judge

Date: \_\_\_\_\_

**CONTRACTOR**

  
\_\_\_\_\_  
Greg Henry  
President

Date: 1/13/26

**COUNTY OF WALLER** §

**AN ORDER OF THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS  
GRANTING AN EXEMPTION AS ALLOWED BY LOCAL GOVERNMENT CODE  
SECTION 262.024(a)**

**WHEREAS**, Local Government Code § 262.024(a) authorizes a Commissioners Court to exempt by order purchases of “personal or professional services” from the competitive bidding requirements of Local Government Code Chapter 262;

**WHEREAS**, Waller County wishes to contract with XperNet Services, Inc. for the purchase of information technology services and support;

**ORDERED AND EFFECTIVE**, this 21st day of January, 2026, by the vote of the Commissioners Court of Waller County, Texas.

Carbett “Trey” J. Duhon III  
County Judge

ATTEST:

Debbie Hollan  
County Clerk

# XperNet<sup>®</sup>

## SERVICES

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Waller County  
PC & Network Addendum  
PROFESSIONAL SERVICES AGREEMENT

### Table of Contents

- A. Scope of Project
- B. Responsibilities of Parties
- C. Schedule of Project
- D. Costs and Charges

# XperNet<sup>®</sup>

## SERVICES

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### Section A

### SCOPE OF PROJECT

### Waller County

### Service Support Addendum

XperNet Services will provide service and support of Waller County's computers and network system. If a service call for support requires the use of parts as a remedy, pricing for such parts is additional and the cost is predetermined as listed in the Costs and Charges section of this Agreement.

This Agreement will allow for services to be performed in the following areas as specified by Waller County, however not limited to those below:

- Private Networks maintenance
- Mobile Device Management and maintenance as approved
- Server Maintenance and support
- E-mail and security maintenance utilizing in-house as well as third-party and/or on-site/cloud appliances
- Management of Data file storage, security, and management systems
- Management of Internet restrictions and firewall maintenance and review
- Management of Individual computer intelligence (security and access through Domain Control)
- Strategic advice as applied to technology needs
- Main Point of contact for ALL technology-oriented providers on behalf of Waller County
- Manage and Maintain updates, service packs/patches as required and necessary utilizing tools and subscriptions provided and paid for by Waller County
- Printer support for printers that are not beyond the manufacturer's support age
- Management and control of Cybersecurity training via electronic means and personal utilizing County Paid third-party software/vendors as required to effectively maintain county employee training
- Backup and Disaster Recovery utilizing County Paid third parties as well as in-house appliances or devices for data residing on servers as approved
- Utilization of Artificial & Automated Intelligence to assess/audit and maintain patches, updates and remote control for support needs utilizing secure third-party software
- Coordinate technology needs for new buildings and new county buildouts and remodels; thus working with the County Construction Manager (this agreement does not include installation tasks or relocation services for such new buildouts and installations)
- Provide Managed Services as required for maintenance and security of technology-based systems.
- Maintain County Budget for IT required items
- Remain as purchasing agent for county vendors related to IT services and hardware when required and requested by Waller County
- Support for Sheriff Dept/TLETS/DPS and secure items as required
- Other IT needs as required and mutually agreed upon.

# XperNet<sup>®</sup>

## SERVICES

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### Section B

#### Responsibilities of the Parties

XperNet Services will:

Provide staff to be on-site at Waller County as required, for regular maintenance and support. Support, research and monitoring may be remote at XperNet Services offices as well as county on-site.

Maintain the security of the network systems. Should security or firewall breach occur, XperNet will respond as promptly as possible to the system(s) affected or diagnosed. The affected system(s) will be disconnected from the network, repaired and verified to be operational prior to reconnection. A network security issue or hack may require total disruption of network resources as required before reconnection is obtained. Security within the computing environment is considered a high priority. Therefore monitoring, notification, modification and/or maintenance of security of the system will be considered as required 24 hours a day, 7 days a week. XperNet utilizes third-party CJIS compliant secure software & systems from Connectwise and others to aid in monitoring, ticket creation, patching and remote connectivity.

Provide required resources in the form of labor only to adequately respond to Waller County's needs to service a situation (or as scheduled with Waller County's contact).

Monitor the available software patches offered by software vendors for network and desktop operating systems, virus software and spyware.

Recommend and install software patch updates on a timely basis to ensure that the most current protection software is employed.

Provide the resources required to adequately service and respond to non-critical issues. Calls for new installations, modifications to systems, office moves, etc. must be made by appointment and scheduled whereas resources from both parties can work together.

Provide administration and management for the project to control resources, costs, and ensure that the quality of service is consistent with the intent.

Promptly service all calls.

Acquire on behalf of Waller County, service parts, software, Managed Services and needed security licenses as required (Cost and Charges Section of this Agreement). If XperNet Services cannot acquire a service part, direction will be given to locate and purchase parts required.

Allow Waller County to utilize this Agreement for any support need including installations. Additional approval and mutual agreement is required if additional billing/time is necessary.

Provide Waller County with IT strategy and growth/change consultation as required to review status, plan and prepare for additional growth/changes and IT infrastructure needs.

Waller County will:

Provide a single point of contact for all calls for administrative and services related issues under this Agreement. The contact person is identified on the signature page of this Agreement.

Provide a safe and effective work environment for XperNet Services' staff to facilitate the project. This is inclusive to proper login ID's to administer and maintain the network systems as well as access to buildings for Waller County.

Provide XperNet the use of, at full cost to Waller County, wireless devices for remote access utilizing current Cell Providers as well as computing tools equal to the current computing environment as required to complete tasks.

Provide payment in full of the amount agreed in the Cost and Charges Section of this Agreement. Furthermore, provide a Purchase Order or approval as required for the instances that require service, security parts or new parts as necessary upon identification of a problem.



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## SERVICES

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### Section C

#### SCHEDULE OF PROJECT

County Holidays and Weekends are not considered standard business days for this Agreement. Therefore, under the time constraints of this Agreement, normal computer repair and response will fall within the hours of 8 a.m. and 5 p.m. Central time. Any requests for support outside of normal business hours (8:00 a.m. and 5:00 p.m. or for longer than 8 hours in one day) may be considered within the severity of the request and availability of XperNet staff. Xpernet agrees to provide after-hours support to the best of its ability to the Sheriff's Department as required based on urgency and criticality of need.

Emergency calls (Server down and entire network malfunction issues) warrant a 4-hour time response and will be considered an emergency event requiring immediate attention.

Notification of a repair in need will warrant (through Waller County's point of contact) XperNet Services engineer to communicate directly with the person in need. The communication will help determine the fault and better prepare the engineer to have the required resources to perform the resolution.

It is expressly understood by both XperNet Services and Waller County that no additional work or services will be performed by XperNet that would result in additional billings outside the Scope of Project contained in Section A of this Agreement without the express request and approval of Waller County. If such an occurrence does exist, XperNet Services cannot invoice nor expect payment without prior approval from Waller County for such services, hardware, software, or otherwise with a definitive amount agreed upon by Waller County.

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## SERVICES

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### Section D

#### Costs and Charges

The cost for XperNet Services to provide the regular maintenance and support services to Waller County is included in the rate. The monthly rate for this Agreement is **\$31,375.00** per month. This rate is inclusive of all labor required under this Agreement. Should a repair in need be resolved remotely from XperNet Services offices, the costs are included under this Agreement. Any out-of-pocket charges/expenses (travel or otherwise) will be invoiced as necessary with an additional 15% fee.

Costs related to traveling to Waller County offices ONLY are included in the monthly rate.

#### Project Award and Payment:

Waller County will pay XperNet Services net in advance of each month. XperNet Services will provide a monthly invoice. The billings by XperNet Services to Waller County for reimbursement of parts and supplies required under the terms of this Agreement will be payable within 30 days of invoice date. Costs incurred will be invoiced and payable upon each occurrence pursuant to the approved Purchase Order or Commissioners Court Approval. Expenses, costs, etc., if required, will be billed at XperNet Services actual cost plus no more than 15%. XperNet will provide original purchase/proof of payment/receipt along with invoice for such occurrences.



# XperNet<sup>®</sup>

## SERVICES

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Waller County  
DATA BACKUP AND ARCHIVAL MANAGEMENT  
Professional Services Addendum

### Table of Contents

- A. Scope of Project
- B. Schedule of Project
- C. Costs and Charges

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### Section A

#### SCOPE OF PROJECT

##### Waller County

##### Service Support Addendum

XperNet Services will provide, supervise and manage Data Backup and Archival of Waller County's data and systems as required to keep data secure, protected and readily available. Data Backup Management is performed as required utilizing a Managed Service Platform subscribed by XperNet Services (currently Axcient technologies) per system, server or required device. The cost is predetermined as listed in the Costs and Charges section of this Agreement.

This Agreement will allow for services to be performed in the following areas:

- Data Backup of required and essential systems maintenance and management
- Data Management and maintenance
- Coordination of backup, archival medium/vendor (currently Axcient)
- Main Point of contact for Data Backup and Archiving providers on behalf of Waller County
- Procurement/Management and Support of backup Services on behalf of Waller County

### Section B

#### SCHEDULE OF PROJECT

County Holidays and Weekends are not considered standard business days for this Agreement. Therefore, under the time constraints of this Agreement, normal computer repair and response will fall within the hours of 8 a.m. and 5 p.m. Central time. Any requests for support outside of normal business hours (8:00 a.m. and 5:00 p.m. or for longer than 8 hours in one day) may be considered within the severity of the request and availability of XperNet staff.

It is expressly understood by both XperNet Services and Waller County that no additional work or services will be performed by XperNet that would result in additional billings outside the Scope of Project contained in Section A of this Agreement without the express request and approval of Waller County. If such an occurrence does exist, XperNet Services cannot invoice nor expect payment without prior approval from Waller County ordering such services, hardware, software, or otherwise with a definitive amount agreed upon by Waller County.

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### Section C

#### Costs and Charges

The cost for XperNet Services to provide the regular maintenance and support services to Waller County is included in the rate. The **monthly** rate for this Agreement is as follows:

Road & Bridge: \$485 for protected storage & management

District Attorney: \$2750 for protected storage & mgmt – data remains On-site ONLY due to regulations

County Servers: \$1225 for protected storage & management

Environmental: \$315 for protected storage & management

Sheriff Office 2 Servers: \$1234 - protected storage & mgmt – data remains On-site ONLY due to regulations

Miscellaneous devices/new servers/data: Off-site Storage/Protection: \$1493

Total Per month: \$7582

Any out-of-pocket charges/expenses (travel or otherwise – if required) will be invoiced as necessary with an additional 15% fee. Any costs related to traveling to Waller County offices ONLY are included in the monthly rate.

#### Project Award and Payment:

Waller County will pay XperNet Services net in advance of each month. XperNet Services will provide a monthly invoice. Costs of Devices (Servers, Computers, etc) shall solely be at the cost of Waller County

# XperNet<sup>®</sup>

## SERVICES

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Waller County  
SECURITY INFORMATION AND EVENT MANAGEMENT  
Professional Services Addendum

### Table of Contents

- A. Scope of Project
- B. Schedule of Project
- C. Costs and Charges

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### Section A

#### **SCOPE OF PROJECT**

##### **Waller County**

##### **Service Support Addendum**

XperNet Services will provide, supervise and manage Security Information and Event Management (SIEM) of Waller County's Networks and Devices as required for security and CJIS Compliance. SIEM will be performed as required utilizing the existing Connectwise MSP portal owned by Xpernet Services per USER LOGIN within the County Network as Managed. The cost is predetermined as listed in the Costs and Charges section of this Agreement.

This Agreement will allow for services to be performed in the following areas:

- Security per LAN connected Device maintenance and management
- Event Monitoring Management and maintenance
- Coordination of reporting requirements in accordance with CJIS regulations
- Main Point of contact for SIEM on behalf of Waller County
- Support for Sheriff Dept and DPS requirements related to CJIS regulations
- Procurement/Management and Support of SIEM systems and components

### Section B

#### SCHEDULE OF PROJECT

County Holidays and Weekends are not considered standard business days for this Agreement. Therefore, under the time constraints of this Agreement, normal computer repair and response will fall within the hours of 8 a.m. and 5 p.m. Central time. Any requests for support outside of normal business hours (8:00 a.m. and 5:00 p.m. or for longer than 8 hours in one day) may be considered within the severity of the request and availability of XperNet staff.

It is expressly understood by both XperNet Services and Waller County that no additional work or services will be performed by XperNet that would result in additional billings outside the Scope of Project contained in Section A of this Agreement without the express request and approval of Waller County. If such an occurrence does exist, XperNet Services cannot invoice nor expect payment without prior approval from Waller County ordering such services, hardware, software, or otherwise with a definitive amount agreed upon by Waller County.



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### Section C

#### Costs and Charges

The cost for XperNet Services to provide the regular maintenance and support services to Waller County is included in the rate. The monthly rate for this Agreement is **\$11.50 PER DOMAIN USER**/per month. This rate is inclusive of all labor required under this Agreement as well as the cost of the SIEM Suite; allocated through the Managed Service Provider “Xpernet Services”. Any out-of-pocket charges/expenses (travel or otherwise – if required) will be invoiced as necessary with an additional 15% fee. Costs related to traveling to Waller County offices ONLY are included in the monthly rate.

#### Project Award and Payment:

Waller County will pay XperNet Services net in advance of each month. XperNet Services will provide a monthly invoice. Costs of Physical equipment needs (if any) shall solely be at the cost of Waller County.



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## SERVICES

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Waller County  
MOBILE DEVICE MANAGEMENT  
Professional Services Addendum

### Table of Contents

- A. Scope of Project
- B. Schedule of Project
- C. Costs and Charges

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### Section A

#### SCOPE OF PROJECT

##### Waller County

##### Service Support Addendum

XperNet Services will provide, supervise and manage Mobile Device Management (MDM) of Waller County's Mobile devices as require for archival ability. Mobile Device Management is performed as required utilizing IBM MaaS360 Essentials Suite of products per Managed Client (device). The cost is predetermined as listed in the Costs and Charges section of this Agreement.

This Agreement will allow for services to be performed in the following areas:

- Private Mobile Networks maintenance and management
- Mobile Device Management and maintenance
- Coordination of archiving medium/vendor (currently SMARSH)
- Main Point of contact for MDM and Archiving providers on behalf of Waller County
- Support for Sheriff Dept/Priority Mobile connectivity (Currently AT&T FirstNet)
- Procurement/Management and Support of Cellular connected mobile Devices

### Section B

#### SCHEDULE OF PROJECT

County Holidays and Weekends are not considered standard business days for this Agreement. Therefore, under the time constraints of this Agreement, normal computer repair and response will fall within the hours of 8 a.m. and 5 p.m. Central time. Any requests for support outside of normal business hours (8:00 a.m. and 5:00 p.m. or for longer than 8 hours in one day) may be considered within the severity of the request and availability of XperNet staff.

It is expressly understood by both XperNet Services and Waller County that no additional work or services will be performed by XperNet that would result in additional billings outside the Scope of Project contained in Section A of this Agreement without the express request and approval of Waller County. If such an occurrence does exist, XperNet Services cannot invoice nor expect payment without prior approval from Waller County ordering such services, hardware, software, or otherwise with a definitive amount agreed upon by Waller County.

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### Section C

#### Costs and Charges

The cost for XperNet Services to provide the regular maintenance and support services to Waller County is included in the rate. The monthly rate for this Agreement is **\$5.56 PER DEVICE**/per month. This rate is inclusive of all labor required under this Agreements well as the cost of IBM's MaasS360 Essentials Suite; allocated through a Managed Service Provider "PAX8". Any out-of-pocket charges/expenses (travel or otherwise – if required) will be invoiced as necessary with an additional 15% fee. Costs related to traveling to Waller County offices ONLY are included in the monthly rate.

#### Project Award and Payment:

Waller County will pay XperNet Services net in advance of each month. XperNet Services will provide a monthly invoice. Costs of Devices (Cell Phones, Tablets, Computers, etc) shall solely be at the cost of Waller County



# BILL OF LADING

Date: 11-Dec-25

SHIP FROM: IGLOO 777 Igloo Rd Katy, Texas 77494 SID # 77445 FOB		BILL OF LADING NUMBER: DONATION 13-2025	
WALLER COUNTY 425 FM 1488 HEMPSTEAD, TX. CID # 1746001079 FOB		CARRIER NAME: TRAILER NUMBER:	
		SEAL NUMBER(S) NO SEAL DOOR #	
		PREPAID COLLECT Master Bill of Lading: with attached underlying Bill of Lading	
Contains: Item 27756 43 EA Item 27805 246 EA Item 48847 7 EA Item 48797 12 EA Item 48799 1 Item 48766 20 EA  TOTAL PALLETS = 03		ADDITIONAL SHIPPER INFO LOC# TYPE DEPT # \$ 2,770.00	
DONATION AUTHORIZATION		Consigner / Shipper Name: Tais Martinez Position: VP of HR Signature: [Signature] Date: DEC 15/2025	
NOTE: Liability limitation for loss or damage in the shipment may be applicable. See 49 U.S.C. 14706 (1)(A) and (B)		CARRIER SIGNATURE / PICK UP DATE I AM ACCEPTING 03 (# of Packages) Packages in Good Condition 12/15/25 (Date) Driver's Signature: [Signature] Printed Name _____ Signature _____ acknowledges receipt of all packages in good order.	
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, packaged, marked and labeled and are in proper condition for transportation accounting to the applicable regulations of the DOT. James E. Vaughn, V.P.		Trailer loaded: By Shipper  Freight Counted: x By Shipper By Driver By Driver/Pieces	

Circle one:

Igloo's Copy

Driver's Copy

Copy for Company Receiving

**From:** [Dean Hensley](#)  
**To:** [Brooke Bacuetes](#)  
**Cc:** [Brian Cantrell](#)  
**Subject:** Donation  
**Date:** Monday, December 29, 2025 11:55:45 AM  
**Attachments:** [image004.png](#)  
[image005.png](#)  
[image006.png](#)

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I was just advised by NICB that they are donating \$486.60 worth of fire extinguishers to WCFMO before the end of the year.  
National Insurance Crime Bureau.

FYI, they will call me when they come in and I will pick up.

**Dean Hensley**, FEMT-Class#3, IAAI-CFI, NAFI-CFEI, NAFI-CVFI, NAFI-CFII, PIO,  
**Assistant Chief**

Waller County Fire Marshal's Office &  
Office of Homeland Security & Emergency Management

27392 Field Store Rd.  
Waller, Texas 77484  
979-826-7785-Office  
832-684-1083-County Cell Phone  
[d.hensley@wallercounty.us](mailto:d.hensley@wallercounty.us)

Fire Report Request: [publicinformation@wallercounty.us](mailto:publicinformation@wallercounty.us)





**WALLER COUNTY**  
**2026.1 SALARY ORDER**

Amended by Commissioners' Court effective 02.01.2026

Item 47.

2026 RATE 2088 HOURS	2026 BUDGETED AMOUNT
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**Fund 125-Department 416**

**Criminal District Attorney**

2 Legal Secretary	\$	25.73	\$	53,725.00
5 Legal Secretary	\$	24.83	\$	51,846.00
6 Legal Secretary	\$	24.17	\$	50,467.00

**Fund 125-Department 420**

**Justice of the Peace, Pct. III**

Part Time/Clerical	\$	17.00	\$	30,000.00
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**Fund 125-Department 422**

**Court Expense**

Part Time/Clerical	\$	25.00	\$	27,000.00
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**Fund 125-Department 416**

**Criminal District Attorney**

Reorganization of duties and positions due to vacancy

**Fund 125-Department 420**

**Justice of the Peace, Pct. III**

Increase hourly rate

**Fund 125-Department 422**

**Court Expense**

Add new position for associate judge  
Requires transfer from Fund 119





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: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		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
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
	SWING SPACE DESIGN BUILD SERVICES														
	SWING SPACE TOTALS	0.00	184,531.00	184,531.00	1,825,812.00	2,375,265.39	0.00	2,375,265.39	2,375,265.39	0.00	0.00	2,375,265.39	100%	0.00	0.00
23	NEW COURTHOUSE DESIGN BUILD SERVICES														
23.1A	Courthouse Replacement Design Fees (Prog/SDs)	1,118,000.00	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.00	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.00	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.00	0.00	0.00	0.00	0.00	825,672.75	825,672.75	825,672.75	0.00	0.00	825,672.75	100%	0.00	0.00
23.2	Ex. Courthouse Demo Design Fees	0.00	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.00	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	92,249.75	434,775.25	0.00	527,025.00	100%	0.00	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.00	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	9,212.50	0.00	58,625.00	70%	25,125.00	0.00
23.5	Survey	0.00	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.00	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.00	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.00	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	3,309,611.00	0.00	0.00	3,309,611.00	100%	0.00	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.00	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.00	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.00	0.00	0.00	0.00	0.00	297,728.00	297,728.00	297,728.00	0.00	0.00	297,728.00	100%	0.00	0.00
23.13	AGC Fees	0.00	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.00	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.00	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	1,674,960.88	70,533.86	0.00	1,745,494.74	99%	17,631.26	0.00
24	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.00	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	0.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.00	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	0.00
24.3	Asbestos Abatement	0.00	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	0.00
25	Sitework														
25.1	Concrete Paving (Tucker)	0.00	0.00	0.00	0.00	0.00	330,000.00	330,000.00	330,000.00	0.00	0.00	330,000.00	100%	0.00	16,500.00
25.2	Concrete Sidewalks (Tucker)	0.00	0.00	0.00	0.00	0.00	70,000.00	70,000.00	70,000.00	0.00	0.00	70,000.00	100%	0.00	3,500.00
25.3	Earthwork (Cannon Construction)	0.00	0.00	0.00	0.00	0.00	243,920.00	243,920.00	243,920.00	0.00	0.00	243,920.00	100%	0.00	0.00
25.4	Erosion Control	0.00	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	0.00
25.5	Termite Control	0.00	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	0.00
25.6	Pavement Markings & Signage	0.00	0.00	0.00	0.00	0.00	24,515.00	24,515.00	13,483.25	11,031.75	0.00	24,515.00	100%	0.00	1,225.75
25.7	Fencing	0.00	0.00	0.00	0.00	0.00	88,606.00	88,606.00	88,606.00	0.00	0.00	88,606.00	100%	0.00	0.00
25.8	Landscape / Irrigation	0.00	0.00	0.00	0.00	0.00	143,000.00	143,000.00	143,000.00	0.00	0.00	143,000.00	100%	0.00	7,150.00
25.9	Site Utilities (Cannon Construction)	0.00	0.00	0.00	0.00	0.00	159,573.00	159,573.00	159,573.00	0.00	0.00	159,573.00	100%	0.00	0.00
25.10	Temporary - Vehicular Access & Parking	0.00	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26	Concrete Work												100%		
26.1	Concrete Staining	0.00	0.00	0.00	0.00	0.00	29,660.00	29,660.00	22,245.00	7,415.00	0.00	29,660.00	100%	0.00	1,483.00
26.2	Polished Concrete Finishes	0.00	0.00	0.00	0.00	0.00	25,319.00	25,319.00	18,989.25	6,329.75	0.00	25,319.00	100%	0.00	1,265.95
26.3	Concrete Piles (Tucker)	0.00	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab (Tucker)	0.00	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.00	0.00	0.00	0.00	0.00	275,000.00	275,000.00	275,000.00	0.00	0.00	275,000.00	100%	0.00	13,750.00
26.6	Site & Parking Concrete Work (Tucker)	0.00	0.00	0.00	0.00	0.00	425,000.00	425,000.00	276,250.00	148,750.00	0.00	425,000.00	100%	0.00	21,250.00
27	Masonry												100%		
27.1	Mobilization, Submittals, Shop Drawings, & Engrin	0.00	0.00	0.00	0.00	0.00	106,840.00	106,840.00	106,840.00	0.00	0.00	106,840.00	100%	0.00	0.00
27.2	GFRC (North) (Camarata)	0.00	0.00	0.00	0.00	0.00	185,668.00	185,668.00	185,668.00	0.00	0.00	185,668.00	100%	0.00	0.00
27.3	GFRC (East) (Camarata)	0.00	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	0.00
27.4	GFRC (West) (Camarata)	0.00	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	0.00
27.5	GFRC (South) (Camarata)	0.00	0.00	0.00	0.00	0.00	382,658.00	382,658.00	382,658.00	0.00	0.00	382,658.00	100%	0.00	0.00
27.6	Stone Veneer (North) (Camarata)	0.00	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	0.00
27.7	Stone Veneer (East) (Camarata)	0.00	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A ITEM NO.	B DESCRIPTION	C EXHIBIT B VALUE	C CHANGE AMOUNT	C EXHIBIT C VALUE	C CHANGE AMOUNT	C EXHIBIT E SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT F SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
27.8	Stone Veneer (West) (Camarata)	0.00	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	0.00
27.9	Stone Veneer (South) (Camarata)	0.00	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	1,066,000.00	0.00	0.00	1,066,000.00	100%	0.00	0.00
27.11	CMU (Camarata)	0.00	0.00	0.00	0.00	0.00	67,141.00	67,141.00	67,141.00	0.00	0.00	67,141.00	100%	0.00	0.00
27.12	Mockup (Camarata)	0.00	0.00	0.00	0.00	0.00	38,175.00	38,175.00	38,175.00	0.00	0.00	38,175.00	100%	0.00	0.00
28	Metals												100%		
28.10	Structural Steel Fabrication (MSD)	0.00	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,878,900.00	0.00	0.00	1,878,900.00	100%	0.00	0.00
28.20	Structural Steel Erection (MSD)	0.00	0.00	0.00	0.00	0.00	576,800.00	576,800.00	576,800.00	0.00	0.00	576,800.00	100%	0.00	0.00
28.30	Miscellaneous Steel (MSD)	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
28.40	Shop Drawings, Project Management (Livers)	0.00	0.00	0.00	0.00	0.00	118,213.00	118,213.00	118,213.00	0.00	0.00	118,213.00	100%	0.00	5,910.65
28.50	Fabrication, Materials (Livers)	0.00	0.00	0.00	0.00	0.00	359,993.00	359,993.00	323,993.70	35,999.30	0.00	359,993.00	100%	0.00	17,999.65
28.60	Decorative Metal Railings (Livers)	0.00	0.00	0.00	0.00	0.00	134,660.00	134,660.00	121,194.00	13,466.00	0.00	134,660.00	100%	0.00	6,733.00
29	Carpentry & Millwork												100%		
29.1	Millwork & Countertops (Phoenix Millwork)	0.00	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	1,027,957.50	31,792.50	0.00	1,059,750.00	100%	0.00	52,987.50
30	Thermal & Moisture Protection														
30.1	Sprayed Insulation (LCR)	0.00	0.00	0.00	0.00	0.00	80,567.00	80,567.00	80,567.00	0.00	0.00	80,567.00	100%	0.00	0.00
30.2	Exterior Insulation & Finish System (Pillar)	0.00	0.00	0.00	0.00	0.00	179,200.00	179,200.00	179,200.00	0.00	0.00	179,200.00	100%	0.00	0.00
30.3	Fluid Applied Air Barrier & Sealants (TAG)	0.00	0.00	0.00	0.00	0.00	330,061.00	330,061.00	330,061.00	0.00	0.00	330,061.00	100%	0.00	0.00
30.4	Roofing, Sheet Metal Trim, & Roof Accessories (S)	0.00	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	1,838,037.00	0.00	0.00	1,838,037.00	100%	0.00	0.00
30.5	Applied Fire Protection (Marek Brothers)	0.00	0.00	0.00	0.00	0.00	186,620.00	186,620.00	186,620.00	0.00	0.00	186,620.00	100%	0.00	0.00
31	Openings												100%		
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.00	0.00	0.00	0.00	0.00	469,087.00	469,087.00	469,087.00	0.00	0.00	469,087.00	100%	0.00	0.00
31.2	Door, Frame, & Hardware Installation (Himmel's)	0.00	0.00	0.00	0.00	0.00	47,298.00	47,298.00	47,298.00	0.00	0.00	47,298.00	100%	0.00	0.00
31.3	Access Doors & Frames	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00	4,500.00	0.00	0.00	4,500.00	45%	5,500.00	225.00
31.4	Fire-Protective Auto Smoke Curtains	0.00	0.00	0.00	0.00	0.00	34,900.00	34,900.00	34,900.00	0.00	0.00	34,900.00	100%	0.00	0.00
32	Glass and Glazing System												100%		
32.1	Shop Drawings & Submittals (TCGC)	0.00	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material (TCGC)	0.00	0.00	0.00	0.00	0.00	475,000.00	475,000.00	475,000.00	0.00	0.00	475,000.00	100%	0.00	23,750.00
32.3	Brake Metal (TCGC)	0.00	0.00	0.00	0.00	0.00	43,000.00	43,000.00	43,000.00	0.00	0.00	43,000.00	100%	0.00	2,150.00
32.4	Curtain wall (TCGC)	0.00	0.00	0.00	0.00	0.00	237,000.00	237,000.00	237,000.00	0.00	0.00	237,000.00	100%	0.00	11,850.00
32.5	Storefront (TCGC)	0.00	0.00	0.00	0.00	0.00	97,000.00	97,000.00	97,000.00	0.00	0.00	97,000.00	100%	0.00	4,850.00
32.6	Aluminum Wall caps (TCGC)	0.00	0.00	0.00	0.00	0.00	8,000.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100%	0.00	400.00
32.7	Transaction Windows (TCGC)	0.00	0.00	0.00	0.00	0.00	138,000.00	138,000.00	138,000.00	0.00	0.00	138,000.00	100%	0.00	6,900.00
32.8	Glass Materials (TCGC)	0.00	0.00	0.00	0.00	0.00	272,000.00	272,000.00	272,000.00	0.00	0.00	272,000.00	100%	0.00	13,600.00
32.9	Shadow box (TCGC)	0.00	0.00	0.00	0.00	0.00	16,000.00	16,000.00	16,000.00	0.00	0.00	16,000.00	100%	0.00	800.00
33.10	Equipment (TCGC)	0.00	0.00	0.00	0.00	0.00	76,000.00	76,000.00	76,000.00	0.00	0.00	76,000.00	100%	0.00	3,800.00
33.11	Caulking (TCGC)	0.00	0.00	0.00	0.00	0.00	106,000.00	106,000.00	106,000.00	0.00	0.00	106,000.00	100%	0.00	5,300.00
33.12	Remaining Stained Glass (Alt 3 Only)	0.00	0.00	0.00	0.00	0.00	125,000.00	125,000.00	125,000.00	0.00	0.00	125,000.00	100%	0.00	0.00
33.13	Initial Design - Foster Stained Glass	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
33	Finishes												100%		
33.1	Moisture Mitigation Control (Vector)	0.00	0.00	0.00	0.00	0.00	26,688.00	26,688.00	26,688.00	0.00	0.00	26,688.00	100%	0.00	0.00
33.2	Cold Formed Metal Framing & Drywall (SPD)	0.00	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	1,952,391.00	0.00	0.00	1,952,391.00	100%	0.00	0.00
33.3	Tape & Float (SPD)	0.00	0.00	0.00	0.00	0.00	110,207.00	110,207.00	110,207.00	0.00	0.00	110,207.00	100%	0.00	0.00
33.4	Wood Blocking (SPD)	0.00	0.00	0.00	0.00	0.00	86,100.00	86,100.00	86,100.00	0.00	0.00	86,100.00	100%	0.00	0.00
33.5	Acoustical Ceilings (SPD)	0.00	0.00	0.00	0.00	0.00	146,747.00	146,747.00	146,747.00	0.00	0.00	146,747.00	100%	0.00	0.00
33.6	Stretched-Fabric Ceilings (Marek Brothers)	0.00	0.00	0.00	0.00	0.00	80,015.00	80,015.00	80,015.00	0.00	0.00	80,015.00	100%	0.00	0.00
33.7	Ceramic Tile (Level 1) (Camarata)	0.00	0.00	0.00	0.00	0.00	158,395.00	158,395.00	158,395.00	0.00	0.00	158,395.00	100%	0.00	0.00
33.8	Ceramic Tile (Level 2) (Camarata)	0.00	0.00	0.00	0.00	0.00	104,629.00	104,629.00	104,629.00	0.00	0.00	104,629.00	100%	0.00	0.00
33.9	Ceramic Tile (Level 3) (Camarata)	0.00	0.00	0.00	0.00	0.00	25,691.00	25,691.00	25,691.00	0.00	0.00	25,691.00	100%	0.00	0.00
34.10	Ceramic Tile (Level 4) (Camarata)	0.00	0.00	0.00	0.00	0.00	114,885.00	114,885.00	114,885.00	0.00	0.00	114,885.00	100%	0.00	0.00
34.11	Epoxy Terrazzo (National Terrazzo)	0.00	0.00	0.00	0.00	0.00	210,300.00	210,300.00	210,300.00	0.00	0.00	210,300.00	100%	0.00	0.00
34.12	Salvage & Re-install Existing Marble Panels	0.00	0.00	0.00	0.00	0.00	51,463.00	51,463.00	51,463.00	0.00	0.00	51,463.00	100%	0.00	0.00
34.13	Wood Flooring (All Brite)	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	0.00	0.00	50,000.00	100%	0.00	0.00
34.14	Resilient & Carpet Flooring (Kellen)	0.00	0.00	0.00	0.00	0.00	173,170.00	173,170.00	173,170.00	0.00	0.00	173,170.00	100%	0.00	8,658.50
34.15	Painting (SPD)	0.00	0.00	0.00	0.00	0.00	181,362.50	181,362.50	181,362.50	0.00	0.00	181,362.50	100%	0.00	0.00
34.16	Wallcovering (SPD)	0.00	0.00	0.00	0.00	0.00	53,637.50	53,637.50	53,637.50	0.00	0.00	53,637.50	100%	0.00	0.00

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APPLICATION NUMBER: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A ITEM NO.	B DESCRIPTION	C EXHIBIT B VALUE	C CHANGE AMOUNT	C EXHIBIT C VALUE	C CHANGE AMOUNT	C EXHIBIT E SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT F SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
34.17	Floor Protection - Skudo / Ram	0.00	0.00	0.00	0.00	0.00	22,500.00	22,500.00	16,875.00	5,625.00	0.00	22,500.00	100%	0.00	0.00
34	Specialties & Equipment														
34.1	Signage (Benchmark)	0.00	0.00	0.00	0.00	0.00	86,947.00	86,947.00	86,947.00	0.00	0.00	86,947.00	100%	0.00	4,347.35
34.2	Toilet Accessories (Built Rite)	0.00	0.00	0.00	0.00	0.00	29,530.00	29,530.00	29,530.00	0.00	0.00	29,530.00	100%	0.00	0.00
34.3	Mobile Storage Shelving (Southwest Solutions)	0.00	0.00	0.00	0.00	0.00	89,823.00	89,823.00	89,823.00	0.00	0.00	89,823.00	100%	0.00	0.00
34.4	Bird Control Devices (Shulte)	0.00	0.00	0.00	0.00	0.00	3,450.00	3,450.00	3,450.00	0.00	0.00	3,450.00	100%	0.00	0.00
34.5	Tackboards & Tackboard Cabinets (Built Rite)	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
34.6	Cash Drawer (TCGC)	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	250.00
34.7	Pedestrian Gates	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators (Built Rite)	0.00	0.00	0.00	0.00	0.00	30,000.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
34.9	Roller Window Shades (Capital Blinds)	0.00	0.00	0.00	0.00	0.00	33,915.00	33,915.00	28,488.60	5,426.40	0.00	33,915.00	100%	0.00	0.00
35	Conveying Systems														
35.1	Elevators (Otis)	0.00	0.00	0.00	0.00	0.00	473,596.00	473,596.00	473,596.00	0.00	0.00	473,596.00	100%	0.00	0.00
36	Fire Protection System														
36.1	Fire Protection System (Texas Fire Logic)	0.00	0.00	0.00	0.00	0.00	303,660.00	303,660.00	288,477.00	15,183.00	0.00	303,660.00	100%	0.00	15,183.00
37	Mechanical - Plumbing												100%		
37.1	Below slab Sanitary	0.00	0.00	0.00	0.00	0.00	98,064.00	98,064.00	98,064.00	0.00	0.00	98,064.00	100%	0.00	0.00
37.2	Below slab Storm	0.00	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	0.00
37.3	Above slab Sanitary	0.00	0.00	0.00	0.00	0.00	163,671.00	163,671.00	163,671.00	0.00	0.00	163,671.00	100%	0.00	0.00
37.4	Above slab Storm	0.00	0.00	0.00	0.00	0.00	142,079.00	142,079.00	142,079.00	0.00	0.00	142,079.00	100%	0.00	0.00
37.5	Domestic Water	0.00	0.00	0.00	0.00	0.00	246,863.00	246,863.00	246,863.00	0.00	0.00	246,863.00	100%	0.00	0.00
37.6	Natural Gas	0.00	0.00	0.00	0.00	0.00	54,981.00	54,981.00	54,981.00	0.00	0.00	54,981.00	100%	0.00	0.00
37.7	Drains & Cleanouts	0.00	0.00	0.00	0.00	0.00	50,679.00	50,679.00	50,679.00	0.00	0.00	50,679.00	100%	0.00	0.00
37.8	Carriers	0.00	0.00	0.00	0.00	0.00	7,606.00	7,606.00	7,606.00	0.00	0.00	7,606.00	100%	0.00	0.00
37.9	Fixtures & punch list	0.00	0.00	0.00	0.00	0.00	107,044.00	107,044.00	107,044.00	0.00	0.00	107,044.00	100%	0.00	0.00
37.10	Plumbing Equipment	0.00	0.00	0.00	0.00	0.00	206,802.00	206,802.00	206,802.00	0.00	0.00	206,802.00	100%	0.00	0.00
37.11	Insulation Sub	0.00	0.00	0.00	0.00	0.00	50,400.00	50,400.00	50,400.00	0.00	0.00	50,400.00	100%	0.00	0.00
38	Mechanical - HVAC												100%		
38.1	HVAC Mobilization, GC's, Submittals (DerryBerry)	0.00	0.00	0.00	0.00	0.00	139,661.00	139,661.00	139,661.00	0.00	0.00	139,661.00	100%	0.00	6,983.05
38.2	Sheet Metal (DerryBerry)	0.00	0.00	0.00	0.00	0.00	744,936.00	744,936.00	744,936.00	0.00	0.00	744,936.00	100%	0.00	37,246.80
38.3	HVAC Controls (DerryBerry)	0.00	0.00	0.00	0.00	0.00	212,311.00	212,311.00	212,311.00	0.00	0.00	212,311.00	100%	0.00	10,615.55
38.4	VAV's (DerryBerry)	0.00	0.00	0.00	0.00	0.00	394,120.00	394,120.00	394,120.00	0.00	0.00	394,120.00	100%	0.00	19,706.00
38.5	RTU's (DerryBerry)	0.00	0.00	0.00	0.00	0.00	648,172.00	648,172.00	648,172.00	0.00	0.00	648,172.00	100%	0.00	32,408.60
38.6	Testing, Adjusting, & Balancing	0.00	0.00	0.00	0.00	0.00	67,300.00	67,300.00	26,920.00	35,669.00	0.00	62,589.00	93%	4,711.00	3,129.45
39.0	Electrical Systems												100%		
39.01	Move-in, Supervision, Site Power	0.00	0.00	0.00	0.00	0.00	146,377.00	146,377.00	146,377.00	0.00	0.00	146,377.00	100%	0.00	7,318.85
39.02	Switchgear	0.00	0.00	0.00	0.00	0.00	200,267.00	200,267.00	200,267.00	0.00	0.00	200,267.00	100%	0.00	10,013.35
39.03	EMT/BXS/Fittings	0.00	0.00	0.00	0.00	0.00	374,082.00	374,082.00	374,082.00	0.00	0.00	374,082.00	100%	0.00	18,704.10
39.04	Wire	0.00	0.00	0.00	0.00	0.00	234,022.00	234,022.00	234,022.00	0.00	0.00	234,022.00	100%	0.00	11,701.10
39.05	Light Fixtures	0.00	0.00	0.00	0.00	0.00	574,742.00	574,742.00	574,742.00	0.00	0.00	574,742.00	100%	0.00	28,737.10
39.06	Lighting Protection	0.00	0.00	0.00	0.00	0.00	152,022.00	152,022.00	152,022.00	0.00	0.00	152,022.00	100%	0.00	7,601.10
39.07	Emergency Power	0.00	0.00	0.00	0.00	0.00	245,888.00	245,888.00	245,888.00	0.00	0.00	245,888.00	100%	0.00	12,294.40
40	Low Voltage Systems												95%		
40.1	Communications (Advanced Connections)	0.00	0.00	0.00	0.00	0.00	272,267.00	272,267.00	272,267.00	0.00	0.00	272,267.00	100%	0.00	0.00
40.2	Audio, Video & Room Control Systems (AVI-SPL)	0.00	0.00	0.00	0.00	0.00	459,198.00	459,198.00	404,094.24	27,551.88	0.00	431,646.12	94%	27,551.88	21,582.31
40.3	Access Control & Video Management Systems (B	0.00	0.00	0.00	0.00	0.00	469,262.00	469,262.00	441,106.28	0.00	0.00	441,106.28	94%	28,155.72	22,055.31
41	Life Safety Systems														
41.1	Fire Alarm (Kauffman)	0.00	0.00	0.00	0.00	0.00	79,194.00	79,194.00	79,194.00	0.00	0.00	79,194.00	100%	0.00	3,959.70
42	Remaining Owner Contingency						67,803.75	67,803.75					91%		
42.01	ALLW 2 Additional signage at the Tax Office	0.00	0.00	0.00	0.00	0.00	2,092.14	2,092.14	2,092.14	0.00	0.00	2,092.14	100%	0.00	0.00
42.02	ALLW 5 Window Shades at All Windows	0.00	0.00	0.00	0.00	0.00	20,333.00	20,333.00	20,333.00	0.00	0.00	20,333.00	100%	0.00	0.00
42.03	ALLW 6 Clock Tower Renovations	0.00	0.00	0.00	0.00	0.00	5,342.20	5,342.20	5,342.20	0.00	0.00	5,342.20	100%	0.00	0.00
42.04	ALLW 10 Additional Flagpole	0.00	0.00	0.00	0.00	0.00	5,300.00	5,300.00	5,300.00	0.00	0.00	5,300.00	100%	0.00	0.00
42.05	ALLW 11 ASI 1 Dias Elevation Change	0.00	0.00	0.00	0.00	0.00	12,270.00	12,270.00	12,270.00	0.00	0.00	12,270.00	100%	0.00	0.00
42.06	ALLW 15 RFI 70 Additional Terrazzo	0.00	0.00	0.00	0.00	0.00	43,723.00	43,723.00	43,723.00	0.00	0.00	43,723.00	100%	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A ITEM NO.	B DESCRIPTION	C EXHIBIT B VALUE	C CHANGE AMOUNT	C EXHIBIT C VALUE	C CHANGE AMOUNT	C EXHIBIT E SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT F SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	I RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
42.07	ALLW 16 Controls at (4) County Buildings	0.00	0.00	0.00	0.00	0.00	57,118.00	57,118.00	57,118.00	0.00	0.00	57,118.00	100%	0.00	2,855.90
42.08	ALLW 17 ASI 2 Roller Shades & Deal Trays	0.00	0.00	0.00	0.00	0.00	5,618.00	5,618.00	5,618.00	0.00	0.00	5,618.00	100%	0.00	0.00
42.09	ALLW 18 RFI 67 Restroom Buildout	0.00	0.00	0.00	0.00	0.00	101,304.00	101,304.00	101,304.00	0.00	0.00	101,304.00	100%	0.00	0.00
42.10	ALLW 20 RFI 60 Add redundancy fiber conduit	0.00	0.00	0.00	0.00	0.00	37,600.00	37,600.00	37,600.00	0.00	0.00	37,600.00	100%	0.00	0.00
42.11	ALLW 25 ASI 3 Ground Transformer	0.00	0.00	0.00	0.00	0.00	209,150.00	209,150.00	209,150.00	0.00	0.00	209,150.00	100%	0.00	0.00
42.12	ALLW 25.1 ASI 3 Owner's Contingency Items	0.00	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
42.13	ALLW 26 Added Tstats at Community Center	0.00	0.00	0.00	0.00	0.00	4,153.68	4,153.68	4,153.68	0.00	0.00	4,153.68	100%	0.00	0.00
42.14	ALLW 29 ASI 5 Added terrazzo county seal	0.00	0.00	0.00	0.00	0.00	32,015.00	32,015.00	32,015.00	0.00	0.00	32,015.00	100%	0.00	0.00
42.15	ALLW 040 ASI 7 Emergency Outlet Locations (OC	0.00	0.00	0.00	0.00	0.00	101,547.00	101,547.00	101,547.00	0.00	0.00	101,547.00	100%	0.00	0.00
42.16	ALLW 41 RFI 141 Access controls	0.00	0.00	0.00	0.00	0.00	2,880.60	2,880.60	2,880.60	0.00	0.00	2,880.60	100%	0.00	0.00
42.17	ALLW 43 RFI 146 Elevator Controls	0.00	0.00	0.00	0.00	0.00	30,228.00	30,228.00	30,228.00	0.00	0.00	30,228.00	100%	0.00	0.00
42.18	ALLW 44 RFI 147 Gen monitoring	0.00	0.00	0.00	0.00	0.00	11,452.87	11,452.87	11,452.87	0.00	0.00	11,452.87	100%	0.00	572.64
42.19	ALLW 054 Stained Glass	0.00	0.00	0.00	0.00	0.00	170,140.00	170,140.00	170,140.00	0.00	0.00	170,140.00	100%	0.00	0.00
42.20	ALLW 057 RFI 109 Tax Accessor Teller Window C	0.00	0.00	0.00	0.00	0.00	8,085.84	8,085.84	8,085.84	0.00	0.00	8,085.84	100%	0.00	404.29
42.21	ALLW 058 RFI 183 Modification to Cupola Mainte	0.00	0.00	0.00	0.00	0.00	45,432.82	45,432.82	45,432.82	0.00	0.00	45,432.82	100%	0.00	0.00
42.22	ALLW 060 RFI 148 Water Meter @ Community C	0.00	0.00	0.00	0.00	0.00	2,650.40	2,650.40	2,650.40	0.00	0.00	2,650.40	100%	0.00	132.52
42.23	ALLW 062 RFI 114 Marquee Sign	0.00	0.00	0.00	0.00	0.00	116,592.81	116,592.81	29,148.20	87,444.61	0.00	116,592.81	100%	0.00	5,829.64
42.24	ALLW 063 RFI 179 Roof Ladder	0.00	0.00	0.00	0.00	0.00	7,842.13	7,842.13	7,842.13	0.00	0.00	7,842.13	100%	0.00	0.00
42.25	ALLW 064 RFI 136 Holiday Lights	0.00	0.00	0.00	0.00	0.00	25,741.00	25,741.00	15,444.60	0.00	0.00	15,444.60	60%	10,296.40	772.23
42.26	ALLW 66 RFI 150 Added Outlets for 4th floor Met	0.00	0.00	0.00	0.00	0.00	2,597.00	2,597.00	2,597.00	0.00	0.00	2,597.00	100%	0.00	129.85
42.27	ALLW 67 RFI 175 Access Hatches to Trusses	0.00	0.00	0.00	0.00	0.00	7,252.14	7,252.14	7,252.14	0.00	0.00	7,252.14	100%	0.00	0.00
42.28	ALLW 70 RFI 180 Added TV's on 2nd Floor	0.00	0.00	0.00	0.00	0.00	14,442.92	14,442.92	14,442.92	0.00	0.00	14,442.92	100%	0.00	722.15
42.29	ALLW 77 Custom Lanterns	0.00	0.00	0.00	0.00	0.00	34,000.00	34,000.00	34,000.00	0.00	0.00	34,000.00	100%	0.00	0.00
42.30	ALLW 79 RFI 215 Added TV Infrastructure in Roc	0.00	0.00	0.00	0.00	0.00	3,881.73	3,881.73	3,881.73	0.00	0.00	3,881.73	100%	0.00	194.09
42.31	ALLW 80 RFI 209 Added Sink and Millwork in Roc	0.00	0.00	0.00	0.00	0.00	15,091.28	15,091.28	15,091.28	0.00	0.00	15,091.28	100%	0.00	754.56
42.32	ALLW 81 RFI 210 Room 3205 and 3rd floor Restr	0.00	0.00	0.00	0.00	0.00	74,782.75	74,782.75	74,782.75	0.00	0.00	74,782.75	100%	0.00	3,739.14
42.33	ALLW 86 RFI 221 Furring @ structural Steel supp	0.00	0.00	0.00	0.00	0.00	4,106.30	4,106.30	4,106.30	0.00	0.00	4,106.30	100%	0.00	205.32
42.34	ALLW 91 RFI 225 Swagit Video Systems	0.00	0.00	0.00	0.00	0.00	150,335.03	150,335.03	150,335.03	0.00	0.00	150,335.03	100%	0.00	7,516.75
42.35	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	-188,182.64	-188,182.64	-188,182.64	0.00	0.00	-188,182.64	100%	0.00	0.00
42.36	ALLW 102 RFI 246 County Map Additions	0.00	0.00	0.00	0.00	0.00	5,251.55	5,251.55	5,251.55	0.00	0.00	5,251.55	100%	0.00	0.00
42.37	B 27 Reserves to Owner Contingency	0.00	0.00	0.00	0.00	0.00	-117,246.46	-117,246.46	-117,246.46	0.00	0.00	-117,246.46	100%	0.00	0.00
42.39	ALLW 112 RFI 249 North Driveway Addition, Side	0.00	0.00	0.00	0.00	0.00	27,152.00	27,152.00	27,152.00	0.00	0.00	27,152.00	100%	0.00	1,357.60
42.40	ALLW 114 RFI 242 Updated Landscape drawings	0.00	0.00	0.00	0.00	0.00	39,265.86	39,265.86	0.00	0.00	0.00	0.00	0%	39,265.86	0.00
42.41	ALLW 115 Temporary Time Capsule Cover	0.00	0.00	0.00	0.00	0.00	1,236.00	1,236.00	1,236.00	0.00	0.00	1,236.00	100%	0.00	61.80
42.42	ALLW 116 RFI 244 5th Floor HVAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.43	ALLW 117 RFI 252 Bathroom Mirror Replacement	0.00	0.00	0.00	0.00	0.00	13,009.00	13,009.00	13,009.00	0.00	0.00	13,009.00	100%	0.00	650.45
42.44	ALLW 118 Additional Final Clean for Grand Openi	0.00	0.00	0.00	0.00	0.00	14,620.85	14,620.85	14,620.85	0.00	0.00	14,620.85	100%	0.00	0.00
42.45	ALLW 119 Added cost for expediting lanterns	0.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	0.00
42.46	ALLW 120 Added Patch Cables	0.00	0.00	0.00	0.00	0.00	4,408.80	4,408.80	4,408.80	0.00	0.00	4,408.80	100%	0.00	0.00
42.47	ALLW 121 Add Air filter timer to BAS	0.00	0.00	0.00	0.00	0.00	12,473.65	12,473.65	0.00	12,473.65	0.00	12,473.65	100%	0.00	623.68
42.48	ALLW 123 Covering of the Stained Glass	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
42.49	ALLW 124 Stain Color Change	0.00	0.00	0.00	0.00	0.00	9,691.00	9,691.00	9,691.00	0.00	0.00	9,691.00	100%	0.00	484.55
42.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
43	Remaining Design/Builder Contingency						109,000.90	109,000.90					100%		
43.01	ALLW 21 RFI 42 Lobby Window Discrepancy	0.00	0.00	0.00	0.00	0.00	1,288.00	1,288.00	1,288.00	0.00	0.00	1,288.00	100%	0.00	64.40
43.02	ALLW 22 ASI 2 Revised Dias & plumbing	0.00	0.00	0.00	0.00	0.00	62,015.00	62,015.00	62,015.00	0.00	0.00	62,015.00	100%	0.00	0.00
43.03	ALLW 23 ASI 3 oil separator & roof drains change	0.00	0.00	0.00	0.00	0.00	52,023.00	52,023.00	52,023.00	0.00	0.00	52,023.00	100%	0.00	0.00
43.04	ALLW 24 RFI 27 Door Hardware Changes	0.00	0.00	0.00	0.00	0.00	38,216.00	38,216.00	38,216.00	0.00	0.00	38,216.00	100%	0.00	0.00
43.05	ALLW 27 ASI 4 Add wood trim around columns	0.00	0.00	0.00	0.00	0.00	34,623.00	34,623.00	34,623.00	0.00	0.00	34,623.00	100%	0.00	1,731.15
43.06	ALLW 28 ASI 5 Enlarged Site Ramps	0.00	0.00	0.00	0.00	0.00	46,598.28	46,598.28	46,598.28	0.00	0.00	46,598.28	100%	0.00	0.00
43.07	ALLW 31 RFI 91 VAV Clarification	0.00	0.00	0.00	0.00	0.00	6,479.96	6,479.96	6,479.96	0.00	0.00	6,479.96	100%	0.00	324.00
43.08	ALLW 32 Storefront changes @ elevations B,D, &	0.00	0.00	0.00	0.00	0.00	40,000.00	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	2,000.00
43.09	ALLW 33 Temp sidewalks	0.00	0.00	0.00	0.00	0.00	8,720.00	8,720.00	8,720.00	0.00	0.00	8,720.00	100%	0.00	436.00
43.10	ALLW 034 Stars on the railings	0.00	0.00	0.00	0.00	0.00	24,235.00	24,235.00	24,235.00	0.00	0.00	24,235.00	100%	0.00	1,211.75
43.11	ALLW 35 ASI 6	0.00	0.00	0.00	0.00	0.00	-6,444.75	-6,444.75	-6,444.75	0.00	0.00	-6,444.75	100%	0.00	0.00



## CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A ITEM NO.	B DESCRIPTION	C EXHIBIT B VALUE	C CHANGE AMOUNT	C EXHIBIT C VALUE	C CHANGE AMOUNT	C EXHIBIT E SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT F SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	I RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
43.12	ALLW 37 RFI #104 Added Dowels & Rebar	0.00	0.00	0.00	0.00	0.00	15,748.00	15,748.00	15,748.00	0.00	0.00	15,748.00	100%	0.00	787.40
43.13	ALLW 39 RFI 117 Cupula Shift Clarification	0.00	0.00	0.00	0.00	0.00	41,754.00	41,754.00	41,754.00	0.00	0.00	41,754.00	100%	0.00	0.00
43.14	ALLW 042 RFI 118 Change to continuous hinges	0.00	0.00	0.00	0.00	0.00	3,864.00	3,864.00	3,864.00	0.00	0.00	3,864.00	100%	0.00	0.00
43.15	ALLW 45 RFI 162 Plumbing Chase and Ductwork	0.00	0.00	0.00	0.00	0.00	22,243.59	22,243.59	22,243.59	0.00	0.00	22,243.59	100%	0.00	1,112.18
43.16	ALLW 46 RFI 140 Millwork, Handrail, Steel Confir	0.00	0.00	0.00	0.00	0.00	13,000.00	13,000.00	13,000.00	0.00	0.00	13,000.00	100%	0.00	650.00
43.17	ALLW 47 RFI 152 Shaft Wall Requirements	0.00	0.00	0.00	0.00	0.00	2,882.76	2,882.76	2,882.76	0.00	0.00	2,882.76	100%	0.00	0.00
43.18	ALLW 49 RFI 160 VAV 3-09	0.00	0.00	0.00	0.00	0.00	9,437.97	9,437.97	9,437.97	0.00	0.00	9,437.97	100%	0.00	471.90
43.19	ALLW 50 RFI 121 Vault Door Specification	0.00	0.00	0.00	0.00	0.00	2,944.00	2,944.00	2,944.00	0.00	0.00	2,944.00	100%	0.00	0.00
43.20	ALLW 51 Custom Caulk Color	0.00	0.00	0.00	0.00	0.00	6,491.52	6,491.52	6,491.52	0.00	0.00	6,491.52	100%	0.00	324.58
43.21	ALLW 52 RFI 177 GFRG Caulk Joint	0.00	0.00	0.00	0.00	0.00	9,788.28	9,788.28	9,788.28	0.00	0.00	9,788.28	100%	0.00	489.41
43.22	ALLW 53 RFI 172 Power to Flush Valves	0.00	0.00	0.00	0.00	0.00	15,188.00	15,188.00	15,188.00	0.00	0.00	15,188.00	100%	0.00	759.40
43.23	ALLW 55 RFI 155 Stained Glass Dimension Chang	0.00	0.00	0.00	0.00	0.00	20,284.00	20,284.00	20,284.00	0.00	0.00	20,284.00	100%	0.00	0.00
43.24	ALLW 56 RFI 176 Cupola Lintel at Wrong Elevatio	0.00	0.00	0.00	0.00	0.00	17,129.00	17,129.00	17,129.00	0.00	0.00	17,129.00	100%	0.00	0.00
43.25	ALLW 061 RFI 173 Exhaust Fan Missing Circuit	0.00	0.00	0.00	0.00	0.00	9,051.00	9,051.00	9,051.00	0.00	0.00	9,051.00	100%	0.00	0.00
43.26	ALLW 68 RFI 174 Decking over Trusses	0.00	0.00	0.00	0.00	0.00	1,910.35	1,910.35	1,910.35	0.00	0.00	1,910.35	100%	0.00	0.00
43.27	ALLW 71 RFI 194 Confirmation of TPO at back of	0.00	0.00	0.00	0.00	0.00	6,842.04	6,842.04	6,842.04	0.00	0.00	6,842.04	100%	0.00	0.00
43.28	ALLW 72 RFI 196 Additional Spray Foam at Roof	0.00	0.00	0.00	0.00	0.00	12,625.00	12,625.00	12,625.00	0.00	0.00	12,625.00	100%	0.00	0.00
43.29	ALLW 74 RFI 171 Octagonal Towers Interior Cor	0.00	0.00	0.00	0.00	0.00	7,560.04	7,560.04	7,560.04	0.00	0.00	7,560.04	100%	0.00	0.00
43.30	ALLW 75 RFI 184 Tax Accessor Teller Windows T	0.00	0.00	0.00	0.00	0.00	9,822.50	9,822.50	9,822.50	0.00	0.00	9,822.50	100%	0.00	491.13
43.31	ALLW 76 RFI 199 Truss Octagonal Tower tie in	0.00	0.00	0.00	0.00	0.00	23,680.16	23,680.16	23,680.16	0.00	0.00	23,680.16	100%	0.00	0.00
43.32	ALLW 78 RFI 205 Room 1104 and 1105 Curtain V	0.00	0.00	0.00	0.00	0.00	8,879.84	8,879.84	8,879.84	0.00	0.00	8,879.84	100%	0.00	443.99
43.33	ALLW 82 Added Aluminum Doors	0.00	0.00	0.00	0.00	0.00	6,533.15	6,533.15	6,533.15	0.00	0.00	6,533.15	100%	0.00	326.66
43.34	ALLW 83 RFI 202 East and West side of Rooftop	0.00	0.00	0.00	0.00	0.00	9,183.05	9,183.05	9,183.05	0.00	0.00	9,183.05	100%	0.00	0.00
43.35	ALLW 84 RFI 218 Roof Flashing around the pent	0.00	0.00	0.00	0.00	0.00	8,973.15	8,973.15	8,973.15	0.00	0.00	8,973.15	100%	0.00	0.00
43.36	ALLW 85 Front Entrance Interior side of Vestibul	0.00	0.00	0.00	0.00	0.00	7,544.32	7,544.32	7,544.32	0.00	0.00	7,544.32	100%	0.00	377.22
43.37	ALLW 89 Elevator Usage Fee - Construction Phas	0.00	0.00	0.00	0.00	0.00	9,000.00	9,000.00	9,000.00	0.00	0.00	9,000.00	100%	0.00	0.00
43.38	ALLW 90 Ductwork Connection Conflict with Fur	0.00	0.00	0.00	0.00	0.00	4,508.64	4,508.64	4,508.64	0.00	0.00	4,508.64	100%	0.00	225.43
43.39	ALLW 93 RFI 231 2nd Floor Lobby Post	0.00	0.00	0.00	0.00	0.00	18,311.00	18,311.00	18,311.00	0.00	0.00	18,311.00	100%	0.00	915.55
43.40	ALLW 94 RFI 226 Truss-Stone tie in at South Ele	0.00	0.00	0.00	0.00	0.00	34,566.00	34,566.00	34,566.00	0.00	0.00	34,566.00	100%	0.00	0.00
43.41	ALLW 95 RFI 228 Additional AV Questions from R	0.00	0.00	0.00	0.00	0.00	13,587.31	13,587.31	13,587.31	0.00	0.00	13,587.31	100%	0.00	679.37
43.42	ALLW 96 RFI 248 Visual Display Clarification	0.00	0.00	0.00	0.00	0.00	2,809.40	2,809.40	2,809.40	0.00	0.00	2,809.40	100%	0.00	0.00
43.43	ALLW 98 RFI 233 Drainage for back porch clarif	0.00	0.00	0.00	0.00	0.00	5,912.00	5,912.00	5,912.00	0.00	0.00	5,912.00	100%	0.00	0.00
43.44	ALLW 99 RFI 240 Additional Knox box Location	0.00	0.00	0.00	0.00	0.00	904.20	904.20	904.20	0.00	0.00	904.20	100%	0.00	0.00
43.45	ALLW 100 RFI 237 Adding additional Ice Machine	0.00	0.00	0.00	0.00	0.00	11,230.30	11,230.30	11,230.30	0.00	0.00	11,230.30	100%	0.00	561.52
43.46	ALLW 101 Elevator Cab Operation for Fire Taping	0.00	0.00	0.00	0.00	0.00	2,308.00	2,308.00	2,308.00	0.00	0.00	2,308.00	100%	0.00	0.00
43.47	ALLW 103 RFI 243 5th Floor Mech. Chase Fall Ha	0.00	0.00	0.00	0.00	0.00	2,652.01	2,652.01	2,652.01	0.00	0.00	2,652.01	100%	0.00	0.00
43.48	ALLW 104 RFI 250 Chair Rail & Window Mullion N	0.00	0.00	0.00	0.00	0.00	1,183.12	1,183.12	1,183.12	0.00	0.00	1,183.12	100%	0.00	59.16
43.49	ALLW 106 RFI 230 HVAC Condensate Drains	0.00	0.00	0.00	0.00	0.00	19,929.05	19,929.05	19,929.05	0.00	0.00	19,929.05	100%	0.00	996.45
43.50	ALLW 107 Elevator Reinspection	0.00	0.00	0.00	0.00	0.00	4,500.00	4,500.00	4,500.00	0.00	0.00	4,500.00	100%	0.00	0.00
43.51	ALLW 108 Elevator Reinspection # 2	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	0.00
43.52	ALLW 109 RFI 235 Roof Doors 5001 A&B	0.00	0.00	0.00	0.00	0.00	11,751.88	11,751.88	11,751.88	0.00	0.00	11,751.88	100%	0.00	0.00
43.53	ALLW 110 RFI 94 Door Stain and Clarification	0.00	0.00	0.00	0.00	0.00	1,200.00	1,200.00	1,200.00	0.00	0.00	1,200.00	100%	0.00	0.00
43.54	ALLW 111 RFI 245 Water Intrusion Concerns at E	0.00	0.00	0.00	0.00	0.00	4,581.60	4,581.60	4,581.60	0.00	0.00	4,581.60	100%	0.00	0.00
43.55	ALLW 113 Deal Drawer Change	0.00	0.00	0.00	0.00	0.00	1,445.88	1,445.88	1,445.88	0.00	0.00	1,445.88	100%	0.00	72.29
43.56	CC 5 RFI 262 Temp Door	0.00	0.00	0.00	0.00	0.00	4,258.25	4,258.25	1,064.56	3,193.69	0.00	4,258.25	100%	0.00	0.00
43.57	CC 6 Boring for landscape Drawings	0.00	0.00	0.00	0.00	0.00	5,900.00	5,900.00	5,900.00	0.00	0.00	5,900.00	100%	0.00	295.00
43.58	ALLW 117 RFI 252 Bathroom Mirror Replacement	0.00	0.00	0.00	0.00	0.00	16,866.00	16,866.00	16,866.00	0.00	0.00	16,866.00	100%	0.00	843.30
43.59	CC 7 RFI 261 SFI-11 and SFI-14 Overhang at De	0.00	0.00	0.00	0.00	0.00	400.00	400.00	400.00	0.00	0.00	400.00	100%	0.00	20.00
43.60	CC 8 Install wire harness in frames	0.00	0.00	0.00	0.00	0.00	1,558.25	1,558.25	1,558.25	0.00	0.00	1,558.25	100%	0.00	77.91
43.61	CC 9 RFI 267 Fiber Housing Location in AV Room	0.00	0.00	0.00	0.00	0.00	644.00	644.00	644.00	0.00	0.00	644.00	100%	0.00	32.20
43.62		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
44	Remaining County Seal Allowance						0.00	0.00					100%		
44.01	ALLW 30 County Seal, Cast Bronze	0.00	0.00	0.00	0.00	0.00	35,988.00	35,988.00	35,988.00	0.00	0.00	35,988.00	100%	0.00	1,799.40
44.02	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	14,012.00	14,012.00	14,012.00	0.00	0.00	14,012.00	100%	0.00	0.00
45	Remaining Asbestos Abatement Allowance						28,307.00	28,307.00					100%		

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: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A ITEM NO.	B DESCRIPTION	C EXHIBIT B VALUE	C CHANGE AMOUNT	C EXHIBIT C VALUE	C CHANGE AMOUNT	C EXHIBIT E SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT F SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
45.01	ALLW 1 Abatement of roof flashing	0.00	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	0.00
45.02	ALLW 12 - Additional Air Monitoring	0.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	0.00
45.03	ALLW 19 - Owner Notification Fee	0.00	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	0.00
45.04	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	21,916.00	21,916.00	21,916.00	0.00	0.00	21,916.00	100%	0.00	0.00
46	Remaining Existing Foundation Conflict							0.00					100%		
46.01	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
47	Remaining Overhead Support for Cleaning							0.00					100%		
47.01	ALLW 58 RFI 183 Modification to Cupola Maintenan	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	1,000.00
48	Remaining Mock-up Allowance							0.00					100%		
48.01	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
49	Remaining Decorative Bollard Allowance						-6,400.00	-6,400.00					100%		
49.01	ALLW 3 Contract Decorative Bollards	0.00	0.00	0.00	0.00	0.00	29,400.00	29,400.00	29,400.00	0.00	0.00	29,400.00	100%	0.00	1,470.00
50	Remaining Permit Comment							0.00					100%		
50.01	ALLW 13 ASI 1 Changes per City (Civil)	0.00	0.00	0.00	0.00	0.00	40,947.00	40,947.00	40,947.00	0.00	0.00	40,947.00	100%	0.00	2,047.35
50.02	ALLW 59 Water line Exploration	0.00	0.00	0.00	0.00	0.00	33,074.44	33,074.44	33,074.44	0.00	0.00	33,074.44	100%	0.00	0.00
50.03	ALLW 88 RFI 220 City Comments	0.00	0.00	0.00	0.00	0.00	1,763.92	1,763.92	1,763.92	0.00	0.00	1,763.92	100%	0.00	0.00
50.04	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	24,214.64	24,214.64	24,214.64	0.00	0.00	24,214.64	100%	0.00	0.00
51	Remaining Relocate Memorial Tree							0.00					100%		
50.01	Contract Relocate, store, maintain, and replant	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	500.00
52	Remaining Water Meter / Backflow							0.00					100%		
52.01	ALLW 59 Water line Exploration	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
53	Remaining Paving repairs Allowance						115,081.25	115,081.25					100%		
53.01	ALLW 122 Paving Repairs	0.00	0.00	0.00	0.00	0.00	97,968.75	97,968.75	97,968.75	0.00	0.00	97,968.75	100%	0.00	0.00
53.02		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
54	Remaining DAS / ERRCS Allowance							0.00					80%		
54.01	ASI 9 RFI #139 ERRCS (DAS)	0.00	0.00	0.00	0.00	0.00	48,910.00	48,910.00	34,237.00	4,891.00	0.00	39,128.00	80%	9,782.00	1,956.40
54.02	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	1,090.00	1,090.00	1,090.00	0.00	0.00	1,090.00	100%	0.00	0.00
55	Remaining DAS / Cellular System							0.00					88%		
55.01	ASI 9 RFI #139 Cellular (DAS)	0.00	0.00	0.00	0.00	0.00	108,321.00	108,321.00	75,824.70	10,832.10	0.00	86,656.80	80%	21,664.20	4,332.84
55.02	ALLW 92 Allowance Reconciliation	0.00	0.00	0.00	0.00	0.00	76,950.00	76,950.00	76,950.00	0.00	0.00	76,950.00	100%	0.00	0.00
	<b>NEW COURTHOUSE TOTALS</b>	<b>1,273,310.00</b>	<b>1,130,528.00</b>	<b>2,403,838.00</b>	<b>0.00</b>	<b>2,403,838.00</b>	<b>38,625,292.00</b>	<b>41,043,600.00</b>	<b>39,456,054.55</b>	<b>977,596.23</b>	<b>0.00</b>	<b>40,433,650.78</b>	<b>99%</b>	<b>609,949.22</b>	<b>609,634.35</b>
56	<b>3RD FLOOR FINISH OUT</b>												17%		
56.01	3rd Floor Finish Out Design Fees	0.00	0.00	0.00	0.00	0.00	644,163.00	644,163.00	0.00	79,715.17	0.00	79,715.17	12%	564,447.83	0.00
56.02	3rd Floor Finish Out FF&E Design Fees	0.00	0.00	0.00	0.00	0.00	61,979.00	61,979.00	0.00	0.00	0.00	0.00	0%	61,979.00	0.00
56.03	3rd Floor Finish Out M.E.P. 3rd Party Review	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	100%	0.00	0.00
56.04	Geotechnical Services and Report	0.00	0.00	0.00	0.00	0.00	5,690.00	5,690.00	0.00	5,690.00	0.00	5,690.00	100%	0.00	0.00
56.05	3rd Floor Finish Out Reimbursable Allw.	0.00	0.00	0.00	0.00	0.00	7,500.00	7,500.00	0.00	0.00	0.00	0.00		7,500.00	0.00
56.06	General Conditions	0.00	0.00	0.00	0.00	0.00	494,989.00	494,989.00	0.00	61,254.89	0.00	61,254.89	12%	433,734.11	0.00
56.07	Mobilization (Temp. Fence, Parking, Etc.)	0.00	0.00	0.00	0.00	0.00	106,788.00	106,788.00	0.00	13,215.02	0.00	13,215.02	12%	93,572.99	0.00
56.08	Subcontractor Default Insurance	0.00	0.00	0.00	0.00	0.00	63,418.00	63,418.00	0.00	31,709.00	0.00	31,709.00	50%	31,709.00	0.00
56.09	General Liability & Builder's Risk Insurance	0.00	0.00	0.00	0.00	0.00	28,011.00	28,011.00	0.00	14,005.50	0.00	14,005.50	50%	14,005.50	0.00
56.10	AGC Fees	0.00	0.00	0.00	0.00	0.00	8,945.00	8,945.00	0.00	4,472.50	0.00	4,472.50	50%	4,472.50	0.00
56.11	Payment & Performance Bonds	0.00	0.00	0.00	0.00	0.00	90,217.00	90,217.00	0.00	45,108.50	0.00	45,108.50	50%	45,108.50	0.00
56.12	Design/Builder Overhead & Profit	0.00	0.00	0.00	0.00	0.00	233,350.00	233,350.00	0.00	28,935.40	0.00	28,935.40	12%	204,414.60	0.00
57	Sitework												42%		
57.01	Earthwork & Site Demolition (Cannon)	0.00	0.00	0.00	0.00	0.00	120,616.00	120,616.00	0.00	104,935.92	0.00	104,935.92	87%	15,680.08	5,246.80
57.02	Asphalt Paving (Cannon)	0.00	0.00	0.00	0.00	0.00	110,794.00	110,794.00	0.00	0.00	0.00	0.00	0%	110,794.00	0.00
57.03	Pavement Markings & Signage (Cannon)	0.00	0.00	0.00	0.00	0.00	3,760.00	3,760.00	0.00	0.00	0.00	0.00	0%	3,760.00	0.00
57.04	Turfs and Grasses (Texas Legacy)	0.00	0.00	0.00	0.00	0.00	14,210.00	14,210.00	0.00	0.00	0.00	0.00	0%	14,210.00	0.00
58	Concrete Work												100%		
58.01	Concrete Sealer original 3rd Floor scope removed	0.00	0.00	0.00	0.00	0.00	-10,000.00	-10,000.00	0.00	-10,000.00	0.00	-10,000.00	100%	0.00	-500.00
59	Metals												0%		

CONTINUATION SHEET

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A ITEM NO.	B DESCRIPTION	C EXHIBIT B VALUE	C CHANGE AMOUNT	C EXHIBIT C VALUE	C CHANGE AMOUNT	C EXHIBIT E SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT F SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
59.01	Pipe and Tube Railings (Ramps to Judge)	0.00	0.00	0.00	0.00	0.00	10,291.00	10,291.00	0.00	0.00	0.00	0.00	0%	10,291.00	0.00
60	Carpentry & Millwork												0%		
60.01	Rough Carpentry (Raised platforms)	0.00	0.00	0.00	0.00	0.00	54,450.00	54,450.00	0.00	0.00	0.00	0.00	0%	54,450.00	0.00
60.02	Platform Sound Deadening	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
61	Carpentry & Millwork												4%		
61.01	Interior Architectural Woodwork including Sills	0.00	0.00	0.00	0.00	0.00	286,750.00	286,750.00	0.00	11,470.00	0.00	11,470.00	4%	275,280.00	573.50
62	Thermal & Moisture Protection														
62.01	Applied Fire Protection (Marek Brothers)	0.00	0.00	0.00	0.00	0.00	5,200.00	5,200.00	0.00	0.00	0.00	0.00	0%	5,200.00	0.00
63	Openings												0%		
63.01	Access Doors & Frames	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0%	3,000.00	0.00
63.02	Aluminum Frames and Door Glazing (TCGC)	0.00	0.00	0.00	0.00	0.00	63,302.00	63,302.00	0.00	0.00	0.00	0.00	0%	63,302.00	0.00
64	Glass and Glazing System												10%		
64.01	Stained Glass (Foster)	0.00	0.00	0.00	0.00	0.00	35,200.00	35,200.00	0.00	0.00	0.00	0.00	0%	35,200.00	0.00
64.02	Door Hardware (Himmel's)	0.00	0.00	0.00	0.00	0.00	113,040.00	113,040.00	0.00	0.00	0.00	0.00	0%	113,040.00	0.00
64.03	Door Hardware Installation (Himmel's)	0.00	0.00	0.00	0.00	0.00	21,645.00	21,645.00	0.00	0.00	0.00	0.00	0%	21,645.00	0.00
65	Finishes												0%		
65.01	Early package demo and replacement - SPD	0.00	0.00	0.00	0.00	0.00	6,105.00	6,105.00	0.00	6,105.00	0.00	6,105.00	100%	0.00	305.25
65.02	Cold Formed Metal Framing & Drywall (SPD)	0.00	0.00	0.00	0.00	0.00	269,621.00	269,621.00	0.00	53,924.20	0.00	53,924.20	20%	215,696.80	2,696.21
65.03	Acoustical Ceilings (SPD)	0.00	0.00	0.00	0.00	0.00	27,729.00	27,729.00	0.00	0.00	0.00	0.00	0%	27,729.00	0.00
65.04	Stretched-Fabric Ceilings (Marek Brothers)	0.00	0.00	0.00	0.00	0.00	13,250.00	13,250.00	0.00	0.00	0.00	0.00	0%	13,250.00	0.00
65.05	Ceramic Tile (Kellen)	0.00	0.00	0.00	0.00	0.00	40,854.00	40,854.00	0.00	0.00	0.00	0.00	0%	40,854.00	0.00
65.06	Epoxy Terrazzo (National Terrazzo)	0.00	0.00	0.00	0.00	0.00	64,000.00	64,000.00	0.00	0.00	0.00	0.00	0%	64,000.00	0.00
65.07	Salvage & Re-install Existing Marble Panels	0.00	0.00	0.00	0.00	0.00	20,500.00	20,500.00	0.00	0.00	0.00	0.00	0%	20,500.00	0.00
65.08	Resilient & Carpet Flooring (Keller)	0.00	0.00	0.00	0.00	0.00	71,530.00	71,530.00	0.00	0.00	0.00	0.00	0%	71,530.00	0.00
65.09	Painting (SPD)	0.00	0.00	0.00	0.00	0.00	53,635.00	53,635.00	0.00	0.00	0.00	0.00	0%	53,635.00	0.00
66	Specialties & Equipment												0%		
66.01	Signage (Benchmark)	0.00	0.00	0.00	0.00	0.00	37,717.00	37,717.00	0.00	0.00	0.00	0.00	0%	37,717.00	0.00
66.02	Toilet Accessories (Built Rite)	0.00	0.00	0.00	0.00	0.00	7,620.00	7,620.00	0.00	0.00	0.00	0.00	0%	7,620.00	0.00
66.03	Refrigerators (Built Rite)	0.00	0.00	0.00	0.00	0.00	4,750.00	4,750.00	0.00	0.00	0.00	0.00	0%	4,750.00	0.00
66.04	Roller Window Shades (Capital Blinds)	0.00	0.00	0.00	0.00	0.00	31,682.00	31,682.00	0.00	0.00	0.00	0.00	0%	31,682.00	0.00
66.05	Electric Traction Elevators (Protect ONLY)	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00	0.00	0.00	0.00	0.00	0%	1,500.00	0.00
67	Fire Protection System												0%		
67.01	Fire Protection System (Texas Fire Logic)	0.00	0.00	0.00	0.00	0.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0%	31,500.00	0.00
68	Mechanical - Plumbing												72%		
68.01	Early package Plumbing (Raven)	0.00	0.00	0.00	0.00	0.00	24,700.00	24,700.00	0.00	24,700.00	0.00	24,700.00	100%	0.00	1,235.00
68.02	Plumbing (Raven)	0.00	0.00	0.00	0.00	0.00	92,300.00	92,300.00	0.00	59,995.00	0.00	59,995.00	65%	32,305.00	2,999.75
69	Mechanical - HVAC												61%		
69.01	HVAC (Raven)	0.00	0.00	0.00	0.00	0.00	237,503.00	237,503.00	0.00	154,376.95	0.00	154,376.95	65%	83,126.05	7,718.85
69.02	Testing-Adjusting-Balancing for HVAC (DAC)	0.00	0.00	0.00	0.00	0.00	15,925.00	15,925.00	0.00	0.00	0.00	0.00	0%	15,925.00	0.00
70	Electrical Systems												0%		
70.01	Early package Electrical (Dailey)	0.00	0.00	0.00	0.00	0.00	24,907.00	24,907.00	0.00	0.00	0.00	0.00	0%	24,907.00	0.00
70.02	Electrical (Dailey)	0.00	0.00	0.00	0.00	0.00	474,205.00	474,205.00	0.00	0.00	0.00	0.00	0%	474,205.00	0.00
70.03	Parking Lot Lighting (Dailey)	0.00	0.00	0.00	0.00	0.00	42,745.00	42,745.00	0.00	0.00	0.00	0.00	0%	42,745.00	0.00
71	Low Voltage Systems												0%		
71.01	Communications (Advanced Connections)	0.00	0.00	0.00	0.00	0.00	69,388.00	69,388.00	0.00	0.00	0.00	0.00	0%	69,388.00	0.00
71.02	Audio, Video & Room Control Systems (Walker)	0.00	0.00	0.00	0.00	0.00	691,986.00	691,986.00	0.00	0.00	0.00	0.00	0%	691,986.00	0.00
71.03	Access Control & Video Management (BLTI)	0.00	0.00	0.00	0.00	0.00	105,497.00	105,497.00	0.00	0.00	0.00	0.00	0%	105,497.00	0.00
72	Life Safety Systems														
72.01	Fire Alarm (Kauffman)	0.00	0.00	0.00	0.00	0.00	23,165.00	23,165.00	0.00	0.00	0.00	0.00	0%	23,165.00	0.00
73	Remaining Owner Contingency						104,724.00	104,724.00							
73.01		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
74	Remaining Design/Builder Contingency						167,557.00	167,557.00							
74.01		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
75	Allowance - Protection for Reduced Court Judge						20,000.00	20,000.00							



CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **38**  
APPLICATION DATE: **12/1/2025**  
PERIOD TO: **12/31/2025**  
ARCHITECT'S PROJECT NO.: **Multiple**

A ITEM NO.	B DESCRIPTION	C EXHIBIT B VALUE	C CHANGE AMOUNT	C EXHIBIT C VALUE	C CHANGE AMOUNT	C EXHIBIT E SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT F SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
75.01		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
76	Allowance - Addn No. 3 Revisions TBD						50,000.00	50,000.00							
76.01		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	<b>3RD FLOOR FINISH OUT TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,418,903.00</b>	<b>5,418,903.00</b>	<b>0.00</b>	<b>694,613.05</b>	<b>0.00</b>	<b>694,613.05</b>	<b>13%</b>	<b>4,724,289.96</b>	<b>20,275.35</b>
	<b>Contract Total</b>	<b>1,273,310.00</b>	<b>1,315,059.00</b>	<b>2,588,369.00</b>	<b>1,825,812.00</b>	<b>4,779,103.39</b>	<b>44,044,195.00</b>	<b>48,837,768.39</b>	<b>41,831,319.94</b>	<b>1,672,209.28</b>	<b>0.00</b>	<b>43,503,529.22</b>	<b>89%</b>	<b>5,334,239.18</b>	<b>629,909.71</b>

Date: 12/29/2025	Exhibit A	Exhibit B	Exhibit C	Exhibit D	Exhibit E	Exhibit E	Exhibit E	Exhibit F	Exhibit F	Exhibit G	Exhibit E	Exhibit E	Exhibit H	
	5/12/2021	5/2/2022	2/6/2023	4/26/2023	5/17/2023	Change Order # 001 8/2/2023	Change Order # 002 9/18/2023	10/4/2023	Change Order # 001 7/11/2025	11/17/2023	Change Order # 003 3/6/2024	Change Order # 004 8/21/2024	12/11/2024	Total
<b>Programming, Pre-Schematic, &amp; Assessments</b>														
Programming, Pre-Schematic, & Assessments Costs	\$358,353.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$358,353.62
PROGRAMMING & ASSESSMENTS TOTAL	\$358,353.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$358,353.62
<b>Maintenance Node</b>														
Maintenance Node Design Services	\$0.00	\$970,500.00	(\$114,476.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$856,024.00
Maintenance Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Node Total	\$0.00	\$970,500.00	(\$114,476.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$856,024.00
<b>BUSINESS NODE</b>														
Courthouse Design Services	\$0.00	\$1,273,310.00	\$1,130,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,403,838.00
Courthouse Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,639,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,639,762.00
Courthouse Change Order # 001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$402,374.00	\$0.00	\$0.00	\$0.00	\$0.00	\$402,374.00
Courthouse Total	\$0.00	\$1,273,310.00	\$1,130,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,639,762.00	\$402,374.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,445,974.00
Swing Space Design Services	\$0.00	\$0.00	\$184,531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184,531.00
Swing Space Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$1,825,812.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,825,812.00
Swing Space Change Order # 001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,435.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,435.85
Swing Space Change Order # 002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$233,968.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$233,968.97
Swing Space Change Order # 003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,878.13	\$0.00	\$0.00	\$12,878.13
Swing Space Change Order # 004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,360.56)	\$0.00	(\$4,360.56)
Swing Space Total	\$0.00	\$0.00	\$184,531.00	\$0.00	\$1,825,812.00	\$122,435.85	\$233,968.97	\$0.00	\$0.00	\$0.00	\$12,878.13	(\$4,360.56)	\$0.00	\$2,375,265.39
Business Node Totals	\$0.00	\$1,273,310.00	\$1,315,059.00	\$0.00	\$1,825,812.00	\$122,435.85	\$233,968.97	\$38,639,762.00	\$402,374.00	\$0.00	\$12,878.13	(\$4,360.56)	\$0.00	\$43,821,239.39
<b>Judicial Node</b>														
Justice Tower Design Services	\$0.00	\$3,572,550.00	\$2,015,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,588,327.00
Justin Tower Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Judicial Node Total	\$0.00	\$3,572,550.00	\$2,015,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,588,327.00
<b>Macerator, Hoist, &amp; Valve</b>														
Macerator, Hoist, & Valve Design Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Macerator, Hoist, & Valve Construction Costs	\$0.00	\$0.00	\$0.00	\$264,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,316.00
Macerator, Hoist, & Valve Totals	\$0.00	\$0.00	\$0.00	\$264,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,316.00
<b>506 Upgrades &amp; Modular Building</b>														
506 Upgrades & Modular Building Design Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,921.00	\$0.00	\$0.00	\$0.00	\$230,921.00
506 Upgrades & Modular Building Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,053,707.00	\$4,053,707.00
506 Upgrades & Modular Building Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,921.00	\$0.00	\$0.00	\$4,053,707.00	\$4,284,628.00
<b>Design Build Contract Total</b>	\$358,353.62	\$5,816,360.00	\$3,216,360.00	\$264,316.00	\$1,825,812.00	\$122,435.85	\$233,968.97	\$38,639,762.00	\$402,374.00	\$230,921.00	\$12,878.13	(\$4,360.56)	\$4,053,707.00	\$55,172,888.01

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 13059

Item 50.

To Owner : Waller County  
836 Austin Street, Suite 103  
  
Hempstead TX 77445

Project : 23543. Waller County 506  
Upgrades & Modular Building

Application No. : 22  
Period To :  
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 .....	\$3,930,728.36
5. RETAINAGE:	
a. 4.41% of Completed Work .....	\$173,435.95
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$173,435.95
6. TOTAL EARNED LESS RETAINAGE .....	\$3,757,292.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$3,622,959.25
8. CURRENT PAYMENT DUE .....	\$134,333.16
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$352,286.59

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: Lauri Date: 12/23/2025

State of: Texas County of: Tarrant  
Subscribed and sworn to before me this 23rd day of December 2025

Notary Public: Stephanie Castro  
My Commission expires: 12/26/2027



## 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.

AMOUNT CERTIFIED \$134,333.16

(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: \_\_\_\_\_

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,822,786.00	\$0.00
Total approved this month	\$55,872.00	0.00
TOTALS	\$3,878,658.00	\$0.00
NET CHANGE by Change Orders	\$3,878,658.00	

## CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 22  
 APPLICATION DATE: 1-Dec-25  
 PERIOD TO: 31-Dec-25  
 ARCHITECT'S PROJECT NO.: 22108.04

A ITEM NO.	B DESCRIPTION	C					D		E	F	G	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
		SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			
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	398,072.00	45,750.00			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	0.00			739,017.53	99%	6,478.47	36950.88
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	1031.80
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	1850.65
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	2952.70
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	2000.00
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	471.05
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	2,407.00	149,237.00	138,258.80	6,500.00			144,758.80	97%	4,478.20	7237.94
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	825.50
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	1596.00
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	5499.50
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	3372.00
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	6030.00
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	4098.90
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	11072.00
3.8	Asphalt - Joe Kuciemba	0.00	78,664.00	78,664.00	0.00	78,664.00	0.00	78,664.00			78,664.00	100%	0.00	3933.20
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	5899.80
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	8,610.00	0.00	8,610.00			8,610.00	100%	0.00	430.50
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	261.50
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	984.30
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	2296.70
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	2689.89
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	2689.89
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	1344.95
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	2017.42
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	1344.95
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	2017.42
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	1344.95
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	1044.90
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	187.50
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	2240.00
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	375.00
9	Finishes													
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	0.00	26,003.00	25,903.00	100.00			26,003.00	100%	0.00	1300.15
9.2	Acoustical Ceilings & Linear Metal Ceilings	0.00	46,274.00	46,274.00	0.00	46,274.00	46,274.00	0.00			46,274.00	100%	0.00	2313.70
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	447.50
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	373.65

## 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: 22  
 APPLICATION DATE: 1-Dec-25  
 PERIOD TO: 31-Dec-25  
 ARCHITECT'S PROJECT NO.: 22108.04

A ITEM NO.	B DESCRIPTION	C					D		E	F	G	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
		SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			
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	1644.40
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	1071.00
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	1989.00
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	250.00
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	5585.00
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	2730.00
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	4057.50
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	1352.50
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	201.70
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	3828.30
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	10719.30
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	765.65
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	871.75
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	2034.15
14	Allowances & Contingencies													
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 @ Modulers	0.00	34,148.00	34,148.00	0.00	34,148.00	34,148.00		0.00		34,148.00	100%	0.00	1707.40
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	1396.50
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	296.13
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	139.33
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	547.73
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	74.38
14.1.7	Allowance #16 - Pick Plates for Doors @ Modulers	0.00	1,010.44	1,010.44	0.00	1,010.44	1,010.44		0.00		1,010.44	100%	0.00	50.52
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	293.60
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	292.50
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	717.77
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	-69.08
14.1.12	Change Order #1	0.00	0.00	0.00	(64.00)	(64.00)	0.00		(64.00)		(64.00)	100%	0.00	-3.20
14.1.13	Allowance #27 - Metal Handrails at Justice Center	0.00	4,367.43	4,367.43	0.00	4,367.43	0.00		4,367.43		4,367.43	100%	0.00	218.37
14.1.R	Owner's Contingency - Remaining	0.00	21,033.61	21,033.61	16,730.18	16,730.18	0.00		0.00		0.00	100%	16,730.18	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	486.50
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	1956.75
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	396.40
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	138.20
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	18.40
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	111.75
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	456.92
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	287.83
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	458.55
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	50.10

## CONTINUATION SHEET

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APPLICATION NUMBER: 22  
 APPLICATION DATE: 1-Dec-25  
 PERIOD TO: 31-Dec-25  
 ARCHITECT'S PROJECT NO.: 22108.04

A ITEM NO.	B DESCRIPTION	C					D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
		SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD							
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	230.00
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	-79.60
14.2.12	Change Order #1	0.00	0.00	0.00	(102.00)	(102.00)	0.00	(102.00)				(102.00)	100%	0.00	-5.10
14.2.R	Design-Builder Contingency - Remaining	0.00	7,240.93	7,240.93	7,342.93	7,342.93	0.00	0.00				0.00	0%	7,342.93	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	427.50
14.3.R	Fire Alarm System - Kuciemba Mods. - Remaining	0.00	6,450.00	6,450.00	6,450.00	6,450.00	0.00	0.00				0.00	0%	6,450.00	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	800.00
14.4.R	Fire Alarm System - Kuciemba Mods. - Remaining	0.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00				0.00	0%	4,000.00	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	9.03
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	154.85
14.5.R	Misc. Signage - Remaining	0.00	1,722.32	1,722.32	1,722.32	1,722.32	0.00	0.00				0.00	0%	1,722.32	0.00
14.6.O	Data at Modulares - 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	1250.00
14.6.R	Data at Modulares - 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	421.00
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	150.00
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	556.75
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	96.05
14.8.R	Landscaping - Remaining	0.00	11,944.01	11,944.01	11,944.01	11,944.01	0.00	0.00				0.00	0%	11,944.01	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.R	Test and Balance - Remaining	0.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00				0.00	0%	10,000.00	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 Modulares & 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	2344.50
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	-1395.55
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	164.82
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	902.85
14.10.5	Allowance #26 - Credit for Fire Sprinkler Make Safe	0.00	(4,830.00)	(4,830.00)	0.00	(4,830.00)	0.00	(4,830.00)				(4,830.00)	100%	0.00	-241.50
14.10.R	Unkwn. City Permit Comments - Remaining	0.00	64,497.70	64,497.70	64,497.70	64,497.70	0.00	0.00				0.00	0%	64,497.70	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	3,791,732.93	138,995.43	0.00			3,930,728.36	97%	178,850.64	173435.96

Modular Building Design - Not Subject to Retainage	\$45,750.00
Modular Building Design General Conditions - Not Subject to Retainage	\$0.00
Modular Building Construction - Subject to Retainage	\$93,245.43
Retainage Withheld	\$4,662.27
<b>Amount Certified (Payment Due)</b>	<b>\$134,333.16</b>

Allowance & Contingency Recap			
	Starting Balance	Approved Changes	Remaining Balance
Owner's Contingency	129,969.00	(113,238.82)	16,730.18
Contractor/Designer Contingency	97,477.00	(90,134.07)	7,342.93
Contract Allowances	230,000.00	(112,805.97)	117,194.03
<b>Totals</b>	<b>457,446.00</b>	<b>(316,178.86)</b>	<b>141,267.14</b>



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 13060

Item 50.

To Owner : Waller County  
836 Austin Street, Suite 103  
  
Hempstead TX 77445

Project : 23543. Waller County 506  
Upgrades & Modular Building

Application No. : 23  
Period To : 12/31/2025  
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 .....	\$3,930,728.36
5. RETAINAGE:	
a. 1.10% of Completed Work .....	\$43,358.99
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$43,358.99
6. TOTAL EARNED LESS RETAINAGE .....	\$3,887,369.37
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$3,757,292.41
8. CURRENT PAYMENT DUE .....	\$130,076.96
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$222,209.63

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: Laurel Date: 12/23/2025

State of: Texas County of: Tarrant  
Subscribed and sworn to before me this 23rd day of December 2025

Notary Public: Stephanie Castro  
My Commission expires: 12/26/27



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$130,076.96

(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: \_\_\_\_\_

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.

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	

## 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: **23**  
 APPLICATION DATE: **1-Dec-25**  
 PERIOD TO: **31-Dec-25**  
 ARCHITECT'S PROJECT NO.: **22108.04**

A ITEM NO.	B DESCRIPTION	C					D		E	F	G	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
		SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			
							FROM PREV APPLICATIONS (D+E)	THIS PERIOD						
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	0.00			739,017.53	99%	6,478.47	9237.72
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	0.00			144,758.80	97%	4,478.20	1809.49
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 Ceilings	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



## CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **23**  
 APPLICATION DATE: **1-Dec-25**  
 PERIOD TO: **31-Dec-25**  
 ARCHITECT'S PROJECT NO.: **22108.04**

A ITEM NO.	B DESCRIPTION	C					D		E	F	G	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
		SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)			
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
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 & Contingencies													
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 @ Modulers	0.00	34,148.00	34,148.00	0.00	0.00	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 @ Modulers	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.R	Owner's Contingency - Remaining	0.00	21,033.61	21,033.61	16,730.18	16,730.18	0.00		0.00		0.00	100%	16,730.18	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
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

## CONTINUATION SHEET

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APPLICATION NUMBER: 23  
 APPLICATION DATE: 1-Dec-25  
 PERIOD TO: 31-Dec-25  
 ARCHITECT'S PROJECT NO.: 22108.04

A ITEM NO.	B DESCRIPTION	C					D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
		SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD							
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.R	Design-Builder Contingency - Remaining	0.00	7,240.93	7,240.93	7,342.93	7,342.93	0.00	0.00				0.00	0%	7,342.93	0.00
14.3.O	Fire Alarm System - Kuciamba 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.R	Fire Alarm System - Kuciamba Mods. - Remaining	0.00	6,450.00	6,450.00	6,450.00	6,450.00	0.00	0.00				0.00	0%	6,450.00	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.R	Fire Alarm System - Kuciamba Mods. - Remaining	0.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00				0.00	0%	4,000.00	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.R	Misc. Signage - Remaining	0.00	1,722.32	1,722.32	1,722.32	1,722.32	0.00	0.00				0.00	0%	1,722.32	0.00
14.6.O	Data at Modulares - 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 Modulares - 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.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.R	Landscaping - Remaining	0.00	11,944.01	11,944.01	11,944.01	11,944.01	0.00	0.00				0.00	0%	11,944.01	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.R	Test and Balance - Remaining	0.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00				0.00	0%	10,000.00	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 Kuciamba Modulares & 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.R	Unkwn. City Permit Comments - Remaining	0.00	64,497.70	64,497.70	64,497.70	64,497.70	0.00	0.00				0.00	0%	64,497.70	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	0.00			0.00	3,930,728.36	97%	178,850.64	43358.99

Modular Building Design - Not Subject to Retainage	\$0.00
Modular Building Design General Conditions - Not Subject to Retainage	\$0.00
Modular Building Construction - Subject to Retainage	\$0.00
Total Completed to Date - Subject to Retainage	\$3,468,719.19
Total Retainage Held To Date	\$173,435.96
Partial Retainage Release - 75%	\$130,076.96
Remaining Retainage - 25%	\$43,358.99
Amount Certified (Payment Due)	\$130,076.96

Allowance & Contingency Recap			
	Starting Balance	Approved Changes	Remaining Balance
Owner's Contingency	129,969.00	(113,238.82)	16,730.18
Contractor/Designer Contingency	97,477.00	(90,134.07)	7,342.93
Contract Allowances	230,000.00	(112,805.97)	117,194.03
Totals	457,446.00	(314,257.91)	141,267.14

# APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

PAGE 1 OF 2

TO OWNER: **Waller County**  
 836 Austin St., Suite 124  
 Hempstead Tx. 77445

PROJECT: **Vehicle Maintenance Garage**  
 200 Sheriff R. Glen Smith Rd.  
 Hempstead Tx. 77445

FROM CONTRACTOR: **Gullo Commercial**  
 22787 Nichols Sawmill Rd  
 Hockley, TX 77447

VIA ARCHITECT: **LDD Blueline**  
 333 Cypress Run, Suite 350  
 Houston Tx. 77094

APPLICATION NO: 3

APPLICATION DATE: 12/24/25

PERIOD FROM: 11/26/25

PERIOD TO: 12/25/25

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	BANK

PROJECT NO: 25-184

CONTRACT NO: 25-002

CONTRACT DATE: 9/3/25

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, ALA Document G703, is attached.

1 ORIGINAL CONTRACT SUM \$ 1,552,809.00

2 Net change by PPMs \$ 0.00

3 CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,552,809.00

4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 444,496.63

5 RETAINAGE:

a 10% of Completed Work \$ 44,449.66  
 (Column D + E on G703)

b % of Stored Material \$ 0.00  
 (Column F on G703)

Total Retainage \$ 44,449.66

(Lines 5a + 5b or Total in Column I of G703)

6 TOTAL EARNED LESS RETAINAGE \$ 403,646.97

(Line 4 Less Line 5 Total)

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 224,117.67  
 (Line 6 from prior Certificate)

8 CURRENT PAYMENT DUE \$ 179,529.30

9 BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,149,162.03  
 (Line 3 less Line 6)

PROJECT PROPOSAL MODIFICATION SUMMARY	ADDITIONS	DEDUCTIONS
Total PPMs approved	\$0.00	\$0.00
in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00

NET CHANGES by PPMs

ALA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION ALA ©1992

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: **Gullo Commercial**

By: C. Faby Date: Monday, December 22, 2025

Date Rec'd: _____	Entered: _____
Project #: _____	Category: _____
Div #: _____	Date: _____
PM App'd: _____	A/P Paid: _____

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

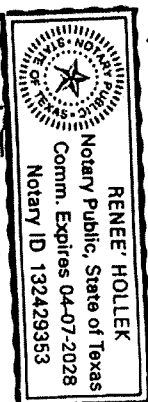
AMOUNT CERTIFIED \$ 179,529.30

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and entire Continuation Sheet must be changed to conform with the amount certified.)

by: [Signature] date: 12-17-25

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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5392



*State of Texas*  
*County of Montgomery*  
*12-17-25*

APPROVED  
 DANNY ROTHE  
 WC/BF/cm  
 12/18/25  
[Signature]

## CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 3

Contractor's signed certification is attached

APPLICATION DATE: 12/24/25

In tabulations below, amounts are stated to the nearest dollar

PERIOD FROM: 11/26/25 PERIOD TO: 12/25/25

Use Column I on Contracts where variable retainage for line items may apply

ARCHITECT'S PROJECT NO: 06-25-003

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Div 1 - General Conditions	\$218,080.00	\$50,330.00	\$33,550.00	\$0.00	\$83,880.00	38.46%	\$134,200.00	\$8,388.00
2	Div 2 - Existing Conditions-Materials	\$328.00	\$0.00	\$328.00	\$0.00	\$328.00	100.00%	\$0.00	\$32.80
3	Div 2 - Existing Conditions-Labor	\$4,582.00	\$3,000.00	\$1,582.00	\$0.00	\$4,582.00	100.00%	\$0.00	\$458.20
4	Div 3 - Concrete-Materials	\$52,208.00	\$24,136.00	\$26,372.00	\$0.00	\$50,508.00	96.74%	\$1,700.00	\$5,050.80
5	Div 3 - Concrete-Labor	\$22,800.00	\$7,000.00	\$15,000.00	\$0.00	\$22,000.00	96.49%	\$800.00	\$2,200.00
6	Div 4 - Masonry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
7	Div 5 - Metal-Materials	\$211,776.00	\$0.00	\$4,550.00	\$0.00	\$4,550.00	2.15%	\$207,226.00	\$455.00
8	Div 5 - Metal-Labor	\$42,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$42,500.00	\$0.00
9	Div 6 - Wood	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
10	Div 7-Thermal & Moist. Protect.-Materials	\$26,746.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,746.00	\$0.00
11	Div 7 - Thermal & Moist. Protect.-Labor	\$18,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,250.00	\$0.00
12	Div 8 - Openings-Materials	\$93,730.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$93,730.00	\$0.00
13	Div 8 - Openings-Labor	\$19,312.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,312.00	\$0.00
14	Div 9 - Finishes-Materials	\$73,523.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,523.48	\$0.00
15	Div 9 - Finishes-Labor	\$90,821.52	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,821.52	\$0.00
16	Div 10 - Specialties-Materials	\$11,923.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,923.00	\$0.00
17	Div 10 - Specialties-Labor	\$4,767.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,767.00	\$0.00
18	Div 11 - Equipment-Materials	\$26,390.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,390.00	\$0.00
19	Div 11 - Equipment-Labor	\$3,085.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,085.00	\$0.00
20	Div 12 - Furnishings-Materials	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,400.00	\$0.00
21	Div 12 - Furnishings-Labor	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.00	\$0.00
22	Div 13 - Special Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
23	Div 14 - Conveying Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
24	Div 21 - Fire Suppression	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
25	Div 22 - Plumbing-Materials	\$75,240.00	\$14,541.66	\$10,900.00	\$0.00	\$25,441.66	33.81%	\$49,798.34	\$2,544.17
26	Div 22 - Plumbing-Labor	\$56,760.00	\$14,541.66	\$4,000.00	\$0.00	\$18,541.66	32.67%	\$38,218.34	\$1,854.17
27	Div 23 - HVAC-Materials	\$72,525.00	\$0.00	\$60,973.00	\$0.00	\$60,973.00	84.07%	\$11,552.00	\$6,097.30
28	Div 23 - HVAC-Labor	\$24,175.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,175.00	\$0.00
29	Div 25 - Intergrated Automation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
30	Div 26 - Electrical-Materials	\$83,233.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$83,233.00	\$0.00
31	Div 26 - Electrical-Labor	\$47,157.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,157.00	\$0.00
32	Div 27 - Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
33	Div 28 - Elect. Safety/Security-Materials	\$7,077.00	\$1,146.00	\$0.00	\$0.00	\$1,146.00	16.19%	\$5,931.00	\$114.60
34	Div 28 - Elect. Safety/Security-Labor	\$3,423.00	\$1,681.00	\$0.00	\$0.00	\$1,681.00	49.11%	\$1,742.00	\$168.10
35	Div 31 - Earthwork-Materials	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$600.00
36	Div 31 - Earthwork-Equipment/Labor	\$59,500.00	\$50,900.00	\$0.00	\$0.00	\$50,900.00	85.55%	\$8,600.00	\$5,090.00
37	Div 32 - Ext. Improvements-Materials	\$45,932.00	\$0.00	\$22,070.00	\$0.00	\$22,070.00	48.05%	\$23,862.00	\$2,207.00
38	Div 32 - Ext. Improvements-Labor	\$21,868.00	\$0.00	\$9,018.00	\$0.00	\$9,018.00	41.24%	\$12,850.00	\$901.80
39	Div 33 - Utilities-Materials	\$8,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	37.50%	\$5,000.00	\$300.00
40	Div 33 - Utilities-Labor	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$1,150.00
41	Insurance	\$22,447.00	\$22,447.00	\$0.00	\$0.00	\$22,447.00	100.00%	\$0.00	\$2,244.70
42	Bonds	\$20,500.00	\$20,500.00	\$0.00	\$0.00	\$20,500.00	100.00%	\$0.00	\$2,050.00
43	PPM 1-Time Extension-22 Days	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
44	PPM 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
45	PPM 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
46	Signage Allowance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
47	TAS Allowance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
48	Owner Contingency	\$50,000.00	\$18,296.31	\$11,134.00	\$0.00	\$29,430.31	58.86%	\$20,569.69	\$2,943.03
49	CM 01-Relocate Ex. Conduits -\$18,296.31	Previously Drawn							
50	CM 02-Misc. Charges & Credits +\$566.12								
51	CM 03-Paving Modifications & Misc. Owner Requests -\$13,454.00	Draw \$11,134.00							
Totals		\$1,552,809.00	\$249,019.63	\$199,477.00	\$0.00	\$448,496.63	28.88%	\$1,104,312.37	\$44,849.66

January 9, 2026

County of Waller  
Attn: County Judge, Trey Duhon III  
836 Austin Street  
Hempstead, Texas 77445

Dear Waller County Judge and Commissioners,

On behalf of Fort Bend Seniors Meals on Wheels, thank you for your continued partnership and support of older adults in Waller County. Your long standing commitment has helped ensure that seniors receive nutritious meals, social connection, and access to vital services that allow them to remain independent.

I am writing to respectfully request consideration of \$70,000 in end of year supplemental funding for 2025 to help offset a significant federal funding shortfall impacting our Meals on Wheels program. Federal Older Americans Act funding, a primary source supporting home delivered meals, has been reduced, creating an immediate gap in resources at a time when demand continues to grow.

In Waller County, Fort Bend Seniors currently serves nearly 200 homebound seniors and has delivered more than 37,000 meals this year. These meals are often the primary daily source of nutrition for our clients and serve as a critical safety check for some of the county's most vulnerable residents.

This one-time supplemental support would help stabilize meal service through the remainder of the year, prevent service reductions, and ensure continuity of care for seniors who rely on us every week. It would also allow us to maintain volunteer engagement and staffing levels needed to meet local demand.

We are deeply grateful for Waller County's past support and for the strong partnership that has existed since we began serving the county in 1990. We would welcome the opportunity to discuss this request further and provide any additional information that would be helpful.

Thank you for your leadership and for your ongoing commitment to the seniors of Waller County.

Sincerely,



Doug Simpson  
Executive Director

---

Mailing - P.O. Box 1488  
Physical - 1330 Band Road  
Rosenberg, Texas 77471  
281.633.7049  
800.643.9654  
Fax 281.633.7050  
[fortbendseniors.org](http://fortbendseniors.org)

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**Chair**  
Manish Seth

**Vice Chair**  
Meenakshi Sanjay

**Treasurer**  
Barbara Naiser

**Secretary**  
Terri Stuart

**Board Members**

John Archer  
Ferrell Bonner  
Roy Cordes, Jr.  
Frank Fraley  
Dr. Nissi Hamilton  
Patricia Mcknight  
Dr. Cleo Wadley

**Executive Director**  
Doug Simpson



Invoice #4436

Serving Fort Bend and Waller Counties since 1974

Date: 1/9/2026

**PAYEE** County of Waller  
 Attn: County Judge, Trey Duhon III  
 425 FM1488, Suite 106  
 Hempstead, TX 77445

Date	Category	Description	Amount Owed
01/09/26		Year end 2025 additional funds	\$ 70,000.00
			\$70,00.00

Terms: Due 30 days:  
 Payable to "Fort Bend Seniors"  
 PO Box 1488, Rosenberg, TX 77471

*Thank you for your support!*

*Fort Bend Seniors Meals on Wheels (TAX ID NUMBER: 74-1918313), a United Way Agency, is qualified under section 501(c)(3) of the Internal Revenue Service Code as a non-profit corporation, and as such contributions are tax deductible to the fullest extent as allowed by law.*

Fort Bend Seniors Meals on Wheels | PO Box 1488 | Rosenberg, TX 77471  
 Phone: 281-633-7057 | Fax: 281-633-7050 | [www.fortbendseniors.org](http://www.fortbendseniors.org)

**FORT BEND SENIOR CITIZENS, INC.**

**WHEREAS**, Waller County, Texas, hereinafter **COUNTY**, a political Subdivision of the State of Texas has the authority to appropriate funds to make necessary improvements in providing service to the frail elderly; and

**WHEREAS**, **COUNTY** has the authority to enter into contracts with Fort Bend Seniors Citizens Meals on Wheels & Much Much More Inc., aka Fort Bend Seniors, providing home and Congregate programs in Waller County; and

**WHEREAS**, Fort Bend Seniors, hereinafter **DEPARTMENT**, an incorporated program for seniors in Waller County, desires to enter into such a contract for the provision of support to the frail elderly, said residents of the county.

**IT IS THEREFORE AGREED THAT:**

1. **DEPARTMENT** will continue to furnish Meals-on Wheels, Congregate Meals, to the areas and clients that are being served by the **DEPARTMENT**.
2. **DEPARTMENT** will provide personnel that are adequately trained or certified.

**TERM**

**THE TERM OF THIS AGREEMENT** is one year beginning on January 1, 2026 and ending on December 31, 2026, unless earlier terminated by either party on thirty (30) days written noticed addressed to:

**COUNTY:**

Honorable Carbett "Trey" J. Duhon III  
Waller County Judge  
836 Austin Street  
Hempstead, Texas 77445

**DEPARTMENT:**

Fort Bend Seniors Meals on Wheels  
P.O Box 1488  
Rosenberg, Texas 77471-1488

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 **DEPARTMENT** or its agents or employees, in the execution or performance of this contract.

**NO MONIES** paid to **DEPARTMENT** shall be expended for any purpose other than for the provision of the Senior Citizens Program in Waller County.

**DEPARTMENT** 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 Fort Bend Seniors Citizen, Inc. 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.

**DEPARTMENT** has and shall maintain a policy of liability insurance, and shall furnish to the **COUNTY** a Certificate of Insurance.

**THIS AGREEMENT** is effective upon acceptance by order of the Waller County Commissioners Court.

**Fort Bend Seniors Meals on Wheels**

**Waller County**

\_\_\_\_\_  
**Chief Executive Director**

\_\_\_\_\_  
**Waller County Judge**

**Attested By:**

**Attested by:**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**CLERKS CERTIFICATION:**

I, Debbie Hollan, County Clerk of Waller County, Texas, certify that the above agreement was accepted and agreed to by the Commissioners Court of Waller County, Texas on \_\_\_\_\_, 2026, of the Minutes of the Commissioners Court of Waller County, Texas.

\_\_\_\_\_  
Debbie Hollan, County Clerk

\_\_\_\_\_  
Date





January 9, 2026

County of Waller  
Attn: County Judge, Trey Duhon III  
836 Austin Street  
Hempstead, Texas 77445

Dear Waller County Judge and Commissioners,

Thank you for your continued support of Fort Bend Seniors Meals on Wheels and for your dedication to improving the quality of life for older adults in Waller County. Our partnership with the county has played an essential role in ensuring seniors have access to nutrition, social connection, and supportive services.

I am writing to formally request continued annual funding from Waller County in the amount of \$70,000 to support our Meals on Wheels and Senior Center programs serving county residents. These programs are critical components of the local aging services network and help seniors remain healthy, engaged, and living safely in their homes.

Through Meals on Wheels, Fort Bend Seniors provides nutritious home delivered meals, regular wellness checks, and social interaction for homebound seniors. Our Senior Center programming offers congregational meals, educational activities, wellness programs, and opportunities for connection that reduce isolation and support overall well-being.

Currently, we serve nearly 200 seniors in Waller County and continue to see increased need as the senior population grows. County funding helps leverage federal, state, and private dollars and allows us to maintain consistent service levels despite rising food, labor, and transportation costs.

Our goal is to expand our presence in Waller County by reaching more eligible seniors, recruiting additional volunteers, strengthening community partnerships, and exploring opportunities to enhance senior center services over time. Continued county support is essential to achieving these goals.

We are grateful for Waller County's ongoing partnership and for the trust you place in Fort Bend Seniors Meals on Wheels. We look forward to continuing our work together in service to the seniors who depend on us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Simpson', is written over a printed name.

Doug Simpson  
Executive Director

Mailing - P.O. Box 1488  
Physical - 1330 Band Road  
Rosenberg, Texas 77471  
281.633.7049  
800.643.9654  
Fax 281.633.7050  
[fortbendseniors.org](http://fortbendseniors.org)

**Chair**  
Manish Seth

**Vice Chair**  
Meenakshi Sanjay

**Treasurer**  
Barbara Naiser

**Secretary**  
Terri Stuart

**Board Members**

John Archer  
Ferrell Bonner  
Roy Cordes, Jr.  
Frank Fraley  
Dr. Nissi Hamilton  
Patricia Mcknight  
Dr. Cleo Wadley

**Executive Director**  
Doug Simpson



Invoice #4437

Serving Fort Bend and Waller Counties since 1974

Date: 1/9/2026

**PAYEE**      County of Waller  
 Attn: County Judge, Trey Duhon III  
 425 FM1488, Suite 106  
 Hempstead, TX 77445

Date	Category	Description	Amount Owed
01/09/26		Use year 2026	\$ 70,000.00
			\$70,00.00

Terms: Due 30 days:  
 Payable to "Fort Bend Seniors"  
 PO Box 1488, Rosenberg, TX 77471

*Thank you for your support!*

*Fort Bend Seniors Meals on Wheels (TAX ID NUMBER: 74-1918313), a United Way Agency, is qualified under section 501(c)(3) of the Internal Revenue Service Code as a non-profit corporation, and as such contributions are tax deductible to the fullest extent as allowed by law.*

Fort Bend Seniors Meals on Wheels | PO Box 1488 | Rosenberg, TX 77471  
 Phone: 281-633-7057 | Fax: 281-633-7050 | [www.fortbendseniors.org](http://www.fortbendseniors.org)

**THE STATE OF TEXAS**  
**COUNTY OF WALLER**

**IN THE COMMISSIONERS' COURT**  
**OF WALLER COUNTY, TEXAS**

**BE IT REMEMBERED** that on this the 21st day of January, 2026, the Commissioners' Court of Waller County, Texas met in Regular Session at its regular meeting place in the Waller County Courthouse in Hempstead, Texas with the following members of said Court Present:

Carbett "Trey" J. Duhon III, County Judge  
John A. Amsler, Commissioners, Pct. #1  
Walter E. Smith, Commissioners, Pct. #2  
Kendric D. Jones, Commissioner, Pct. #3  
Justin Beckendorff, Commissioner, Pct. #4

And the Court being duly opened, there came on for consideration the matter of approving an allowance for Motel or hotel accommodations and registration fees and for mileage and meals of County Officials and Employees who are on official County business in their private car and are traveling outside the area of Waller County for the year 2026.

Motion was made by Commissioner \_\_\_\_\_, duly seconded by  
Commissioner \_\_\_\_\_ that the following allowances be made for mileage and meals:

\$ 0.72.5 cents per mile

\$ 64.00 Meals for overnight out-of-county business related travel shall not exceed \$64.00 per day, No Itemized receipts are required. Departure/Return days are reimbursed at 75% and shall be processed through accounts payable.

\$ 25.00 Meals for non-overnight out-of-county business related travel shall not exceed \$25.00 per day, Itemized receipts required and shall be processed through payroll.

and that motel or hotel accommodations and registration fees for County Officials and Employees in connection with official County business will be paid for actual time involved in attendance of official business, seminars, and conferences. To receive reimbursement for motel or hotel accommodation and registration fees, employee or official must submit an itemized receipt for same.

Upon the question being duly and timely put by the Presiding Judge,

Judge Carbett "Trey" J. Duhon III	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner John A. Amsler	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner Walter E. Smith	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner Kendric D. Jones	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner Justin Beckendorff	___ voted AYE, ___ voted NAY, ___ ABSTAINED

Whereupon the Presiding Judge declared the Motion passed, approved and adopted as an Order of this Court.

\_\_\_\_\_  
Carbett, "Trey" J. Duhon III,  
Waller County Judge

**THE STATE OF TEXAS**  
**COUNTY OF WALLER**

**IN THE COMMISSIONERS' COURT**  
**OF WALLER COUNTY, TEXAS**

**BE IT REMEMBERED** that on this the 21st day of January, 2026, the Commissioners' Court of Waller County, Texas met in Regular Session at its regular meeting place in the Waller County Courthouse in Hempstead, Texas with the following members of said Court Present:

Carbett "Trey" J. Duhon III, County Judge  
John A. Amsler, Commissioners, Pct. #1  
Walter E. Smith, Commissioners, Pct. #2  
Kendric D. Jones, Commissioner, Pct. #3  
Justin Beckendorff, Commissioner, Pct. #4

And the Court being duly opened, there came on for consideration the matter of **Setting the pay of Jurors in this County for 2026, and providing food and lodging for Jurors in certain cases and instances, and due consideration of the matter and the statutes regulating such pay and other matters being given.**

**IT IS HEREBY ORDERED** that for the year 2026, each grand juror, and each petit juror in a civil or criminal case in a district court, county court, county court at law, or justice court is entitled to receive as reimbursement for travel and other expenses. No less than \$20.00 for the first day or fraction of the first day served as a juror; and no less than \$58.00 for each day or fraction of each day served as a juror after the first day; and that the Sheriff of Waller County be and he is hereby authorized, to provide food for jurors impaneled in felony cases as provided for in Article 104.001, Code of Criminal Procedure. Waller County will incur all expenses for food and lodging for Jurors that are sequestered.

Motion was made by Commissioner \_\_\_\_\_, duly seconded by  
Commissioner \_\_\_\_\_ that the above and foregoing request be and the same is hereby approved.

Upon the question being duly and timely put by the Presiding Judge,

Judge Carbett "Trey" J. Duhon III	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner John A. Amsler	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner Walter E. Smith	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner Kendric D. Jones	___ voted AYE, ___ voted NAY, ___ ABSTAINED
Commissioner Justin Beckendorff	___ voted AYE, ___ voted NAY, ___ ABSTAINED

Whereupon the Presiding Judge declared the Motion passed, approved and adopted as an Order of this Court.

\_\_\_\_\_  
Carbett, "Trey" J. Duhon III,  
Waller County Judge

THE STATE OF TEXAS §

COUNTY OF WALLER §

**RESOLUTION AND ORDER CREATING THE POSITION OF ASSOCIATE JUDGE  
PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 54A**

**WHEREAS**, Texas Government Code Chapter 54A authorizes a Commissioners Court to create an associate judge position to perform duties as authorized by said Chapter;

**WHEREAS**, members of the judiciary of Waller County have requested the authorization to create the position of a new associate judge, and the Commissioners Court desires to authorize the creation of one (1) associate judge and to set the salary and compensation for the new position of associate judge.

**NOW, THEREFORE, BE IT ORDERED**, by the Commissioners Court of Waller County, Texas that:

1. **Authorization to Create Position:** This Court authorizes the creation of one (1) position for Associate Judge to share service with the District Court(s) and County Courts at Law of Waller County, Texas as determined by local rule established by the judges of the District Court(s) and County Courts at Law (now existing and hereafter created);
2. **Powers and Duties:** The Associate Judge shall have the powers and duties of an associate judge under Texas Government Code Chapter 54A as applicable pursuant to the appointment of the Associate Judge in accordance with the local rules established by the judges of the District Court(s) and County Courts at Law (now existing and hereafter created); and
3. **Compensation:** The compensation for the new position of Associate Judge is set in accordance with the Waller County 2026 approved budget and Waller County budgets approved thereafter.

**ORDERED AND EFFECTIVE**, this 21<sup>st</sup> day of January, 2026, by the vote of the Commissioners Court of Waller County, Texas.

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Carbett "Trey" J. Duhon III  
County Judge

ATTEST:

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Debbie Hollan  
County Clerk