



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

**Wednesday, September 18, 2024 at 9:00 AM
Waller County Joe Kuciemba Annex, Hempstead, Texas**

AGENDA

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

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

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Treasurer for approval of Monthly Report.
6. Request by County Treasurer to spread upon the minutes the TJJD Grant Salary Order for FY25.
7. Request by the County Auditor to spread upon the minutes the certification of the Juvenile Probation Department, TJJD grant award, in the amount of \$356,165.00 and create the 2024-2025 grant budget, JP 2024-02.

8. Request by County Auditor to spread upon the minutes the Juvenile Probation Department, TJJD grant line item transfer, JP 2024-03.
- [9.](#) Request by County Auditor to approve 2024 budget adjustments and departmental line-item transfers.
- [10.](#) Request by County Auditor to approve official documents and all monthly reports.
- [11.](#) Request by County Tax Assessor-Collector to approve refunds in excess of \$500.00 in accordance with Article 31.11 State Property Tax Code.
- [12.](#) Request to approve payments on the following:

\$183,309.50 for Invoice #08152024GWA to Waller County Appraisal District from line item 125-437-540500 [Tax Appraisal District].
- [13.](#) \$1,987.38 for Invoice #38 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].
- [14.](#) \$2,000.65 for Invoice #40 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].
- [15.](#) \$7,800.00 for Invoice #1390 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
- [16.](#) \$1,125.00 for Invoice dated September 3, 2024 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].
- [17.](#) \$1,879.00 for Invoice #479864 to W.L. Simon Mortuary Transport from line item 125-423-540705 [Transport to Morgue].
- [18.](#) \$4,507.59 for Invoice #2061975498 to Equifax from line Item 307-504-545000 [Maintenance] for services provided pursuant to the County's Statewide Automated Victim Notification Services (SAVNS) Grant.
19. \$67,745.50 for Invoice #2401500301 to Thompson Consulting Services, LLC from line item 110-530-569311 [DR-4781] for disaster monitoring associated with Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding.
- [20.](#) Request by County Auditor to Approve and/or Ratify Accounts Payable.
- [21.](#) Ratify Subrecipient Agreement for TDEM-Administered Grant Awards between the County and the Texas Division of Emergency Management relative to grant-funded projects associated with Hurricane Beryl (DR-4798-TX).
- [22.](#) Request by County Engineer to approve the Final Plat of Grange Water Plant No.1 in Precinct 4.
- [23.](#) Request by County Engineer to approve the Final Plat of Grange Wastewater Treatment Plant No.1 in Precinct 4.

- [24.](#) Request by County Engineer to approve the Final Plat of Jordan Ranch Waller County in Precinct 4.
- [25.](#) Request by County Engineer to approve the Final Plat of Lakeview Section 5 and accept the Construction Bond in Precinct 3.
- 26. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-of-Way on various roads for Blackfin Pipeline, LLC.
- 27. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.035.
- 28. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.033.
- 29. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.034.
- 30. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.031.
- 31. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.032.
- 32. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.030.

EXTENSION SERVICES

- 33. Presentation by the Waller County 4-H Ambassadors of the Texas A & M AgriLife Extension 4-H and Youth Development Program.
- [34.](#) Discuss and take action to approve the Proclamation presented by the Waller County 4-H Ambassadors declaring October 6-12, 2024 as "4-H Week in Waller County".
- [35.](#) Approve Lease Agreement for One Xerox C8245H2 Printer for 48 months with a monthly fee of \$207.22. Funds to be paid from line item 125-540-581813 [Copier/Printer].

COUNTY ENGINEER

- 36. Open received responses to the Request For Qualifications 240807-22 for the 2023 Mobility Bond Engineering and Design Professional Services.
- [37.](#) Approve interlocal agreement with the City of Pattison for the repair and maintenance of roads. Equal County and City road mileage is being traded to improve the consistency of road maintenance limits. The City is contributing \$10,000.00 to the County to resurface a portion of Sterling Road within the city limits. (Precincts 3 & 4)
- [38.](#) Approve engineering design services proposal from IEA, Inc., for the Riley Road at Birch Creek Draw bridge replacement in an amount not to exceed \$280,163.96. (Precinct 2)

- [39.](#) Discuss and take action on the Mirabella Development Agreement.
- [40.](#) Discuss and take action on Hoover Lane Development Agreement modifications.
- 41. Rescind approval of the Final Plat of Sunterra Section 74 previously approved by Waller County Commissioners Court on September 4, 2024.
- [42.](#) Approve the Final Plat of Sunterra Section 74 and accept the Construction Bond in Precinct 3.

COUNTY JUDGE

- 43. PUBLIC HEARING: 2025 Proposed Budget.
- 44. Approve the adoption of the 2025 Budget.
- [45.](#) Approve ratification of the property tax increase based on new value reflected in the 2025 Budget.
- [46.](#) Approve adoption of the Tax Rate for 2024.

SHERIFF

- [47.](#) Approve a 48 month lease of three (3) Chevrolet 1500 trucks and two (2) Chevrolet 2500 trucks for 2025 to replace existing lease administrative vehicles.
- [48.](#) Approve extension of the food service agreement for inmate meals with Trinity Services Group for one (1) year.
- [49.](#) Approve Professional Services Agreement with Tyler Technologies to convert archived jail data into Southern Software JMS. \$350.00 Fee to be paid from line item 125-516-562323 [Dues and Subscriptions].

COMMISSIONER, PRECINCT 2

- 50. Discussion on Progress of Mitigation of Traffic on Riley Road from Renaissance Festival.

COMMISSIONER, PRECINCT 3

- 51. Discussion of TXCDBG funding opportunity.

COMMISSIONER, PRECINCT 4

- 52. Approve payment to the Waller County Fair Association for the purchase of a new arena drag. Funding to be paid from line item 125-411-547325 [County Fair].

IT DEPARTMENT

- 53. Approve amendments to the contract approved on August 7, 2024 between Waller County and Designs That Compute d/b/a Visionality for Courtroom Audio Services.

GRANT MANAGER

- 54. Authorize the County Judge to execute a contract with Patriot Airboat Corp. in the amount of \$111,485.00 for the purchase of an airboat and trailer. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].
- 55. Award bid for upfitting and installation associated with the four (4) new vehicles purchased for Constables, Precinct 3 and 4.

FIRE MARSHAL

- [56.](#) Approve amendment to ESO Subscription Agreement originally approved on August 7, 2024.

DIRECTOR OF POLICY & ADMINISTRATION

- 57. Discussion on Waller County Legislative Agenda.
- 58. Discussion on County Corridor Agreement.

DIRECTOR OF FACILITIES

- 59. Approve contracts for the design of buildings for Precincts 2 and 3.
- [60.](#) Ratify Participation Agreement with Sourcewell signed on May 9, 2024.
- [61.](#) Approve contract with BOXX Modular for the purchase of modular buildings plus delivery fees in an amount not to exceed \$758,126. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous].

MISCELLANEOUS

- [62.](#) Approve a partial refund up to \$500.00 to Jimmy Morris for denial of a Mass Gathering Permit for an event that was to be held August 30, 2024.
- 63. 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.
- 64. 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

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

66. 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.
67. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
68. 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 – SEPTEMBER 4, 2024**

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 4th day of September 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Presiding Judge Commissioner Justin Beckendorff at 9:04 a.m. with the following members of the Court present to-wit:

John A. Amsler, Commissioner Precinct 1
 Walter Smith, Commissioner Precinct 2
 Kendric D. Jones, Commissioner Precinct 3 – arrived to meeting at 9:19 a.m.
 Justin Beckendorff, Commissioner Precinct 4 – *Presiding Judge*
 Debbie Hollan, County Clerk
 Absent: Carbett "Trey" J. Duhon III, County Judge

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

Commissioner Smith, made motion to approve agenda, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

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

PUBLIC COMMENT

1. Judge JR Woolley
2. Mildred Jeffries

Court recessed due to audio issues at 9:08 a.m.

Commissioner Jones arrived at 9:19 a.m.

Court reconvened at 9:20 a.m.

Continued with Public Comment

3. Marva Wills

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 – August 21, 2024 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Auditor to approve 2024 budget adjustments and departmental line-item transfers.
5. Request by County Tax Assessor-Collector to approve refunds in excess of \$500.00 in accordance with Article 31.11 State Property Tax Code.
6. Approve the 2025 Sheriffs' and Contables' Fees as recommended by the County Sheriff.
7. Request to approve payments on the following:
 - \$78,048.89 for Invoice #2401500201 to Thompson Consulting Services, LLC from line item 110-530-569311 [DR-4781] for disaster monitoring associated with Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding.
8. \$49,560.00 for Invoice #101-24-020 to DRC Emergency Services from line Item 110-530-569311 [DR-4781] for County debris removal associated with Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding.
9. \$107,496.25 for Invoice #102-24-020 to DRC Emergency Services from line Item 110-530-569311 [DR-4781] for County debris removal associated with Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding.
10. \$87,640.00 for Invoice #103-24-020 to DRC Emergency Services from line Item 110-530-569311 [DR-4781] for County debris removal associated with Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding.
11. Request by County Auditor to Approve and/or Ratify Accounts Payable.
12. Request by County Engineer for acceptance of Trails of Cochran Ranch - Section 1- Substantial Completion performed. Maintenance period starting date of July 23rd, 2024.
13. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on Joseph Rd, Oak Hollow Blvd, and Rolling Hills Dr for AT&T (Millennium Geospatial) for installation of Fiber Optic lines 24.UP.028.
14. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on Sorsby Rd, Austin Branch Rd, and Old Houston Hwy for Comcast (Quassar Inc) for installation of Fiber Optic lines 24.UP.029.
15. Request by County Engineer to approve the Final Plat of Sunterra Section 73 and accept the Construction Bond in Precinct 3.
16. Request by County Engineer to approve the Final Plat of Sunterra Section 74 and accept the Construction Bond in Precinct 3.

17. Request by County Engineer to approve the Final Plat of Sunterra Section 75 and accept the Construction Bond in Precinct 3.
18. Request by County Engineer to approve the Final Plat of Grange Section 1 and accept the Construction Bond in Precinct 4.
19. Request by County Engineer to approve the Final Plat of Grange Section 2 and accept the Construction Bond in Precinct 4.
20. Request by County Engineer to approve the Final Plat of Grange Franz Road Extension and Model Home Park and accept the Construction Bond in Precinct 4.
21. Request by County Engineer to approve the Final Plat of Arborwood Estates and accept the Construction Bond in Precinct 2.
22. Request by County Engineer to approve the Final Plat of Sunterra Lift Station No. 6 in Precinct 3.
23. Request by County Engineer to approve the Final Plat of Sunterra Section 56 and accept the Construction Bond in Precinct 3.
24. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners Court on October 2, 2024 Replat of West Magnolia Forest Lot 41 and East 88.5 Feet of Lot 42. The revision is to create 3 Residential Lots which will consist of two 5.000- acre lots and one 5.509-acre lot by Khalid Khan and Nuzhat Khan.
25. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners Court on October 2, 2024 Replat of Katy Elementary No. 48 Crystal Vista Drive south extension, Sunterra Shores Drive Street Dedication Section 2, by Katy Elementary School District. The revision will abandon the south extension of Crystal Vista Drive to allow the Katy Independent School District Elementary School No. 48 main entrance and exit driveway direct access to Sunterra Shores Drive.
26. \$28,739.10 for Pay App #3 to the Lonnie Lischka Company, L.P. from line Item 241-595-561209 [ARPA Miscellaneous] for the Goya Road Drainage Improvement Project.

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

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff – Yes

WALLER COUNTY CHILD WELFARE BOARD

27. Approve the appointment / re-appointment of the following Child Welfare Board members:

Jory Chevis and Robert Goodspeed for a 1 year term beginning September 4, 2024

through December 31, 2025 and the re-appointment of Audrey Luther for a 2 year term beginning September 4, 2024 through December 31, 2026.

Motion made by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

COUNTY ENGINEER

28. Discuss and take action to approve Hoover Lane Development Agreement.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion to amend made by Commissioner Jones, seconded by Commissioner Smith to approve the development agreement general plan and variances as presented.

Amendment carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Amended Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

29. Approve payment of \$200,241.53 for Invoice #202428948 to LJA Engineering, Inc. for Professional Services rendered 05/15/2024 through 07/26/2024 (1st Invoice). Funding to be paid from line item 605-605-545405 [Prof. Services].

Motion made by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

30. Approve the proposed Waller County Thoroughfare Plan Amendment with the Realignment of F.M. 529.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

SHERIFF

31. Approve purchase of Southern Software Command Center Web Application in the amount of \$8,500.00 to be paid from ARPA funds [241-595-561209].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

32. Approve purchase of Southern Software CAD Response Plan application in the amount of \$6,000.00 to be paid from ARPA funds [241-595-561209].

Motion made by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

COMMISSIONER, PRECINCT 3

33. Approve Resolution Declaring September 17, 2024 as Waller County Voter Registration Day.

Motion made by Commissioner Jones, seconded by Commissioner Smith.
(Denise Mattox made public comment on agenda item # 33)

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

34. Discuss and take action for approval of appraisal of 5-7 acres of land in Precinct 3 by Southwest Realty Consultants. (no backup submitted)

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

JUSTICE OF THE PEACE, PRECINCT 2

35. Approve payment of \$6,115.98 for Invoice #10758530379 to Dell Technologies. Funds to be paid from line item 119-429-581815 [Justice Court Technology Fund].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DISTRICT ATTORNEY

36. Approve purchase of necessary equipment for vehicle upfitting and installation for District Attorney Investigator's vehicle. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

37. Approve Subscription Agreement with Thomson Reuters for Westlaw legal resources for the District Attorney's Office. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

38. Approve purchase of Utility Helios evidence management software. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

TREASURER

39. Approve the 2024-2025 Renewal Notice and Benefit Confirmation for medical, dental, vision, and life insurance coverages through Texas Association of Counties.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Advanced to Agenda Items # 41-57 (Agenda Item # 40 addressed on page 8)

GRANT MANAGER

41. Award bid for airboat and trailer associated with RFP #240724-53.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Commissioner Beckendorff made motion to amend to award the bid to Patriot Airboat Corp., seconded by Commissioner Jones.

Amendment carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Amended Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

42. Publicly **open** proposals received pursuant to RFP #240807-30: Constables, Precinct 3 and Precinct 4 Fleet Vehicles Upfitting and Installation.

The following proposals were submitted to and opened by the Court:

- Received September 3, 2024 at 11:43 a.m. from Dana Safety Supply.

43. Approve Amendment No. 2 to the contract between the County and DRC Emergency Services, LLC relative to disaster debris removal.

Motion made by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DIRECTOR OF FACILITIES

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

45. Approve Payment of \$1,590,384.32 for Application #22 to Sedalco, Inc. to be paid from the following line items:

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

\$1,557,357.41 - 604-604-581000 [Bldg Purch, Const, or Improv].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

46. **Update** On Modular Buildings. *No action required.*

47. Approve payment of \$3,257.00 for Invoice #6 to Sedalco. Funds to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fees].

Motion made by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

MISCELLANEOUS

48. Approve the Agreement between Waller County and CASA for Kids of South Central Texas and payment of \$10,000.00 from line item 125-411-546100 [Casa/Child Advocate] as allocated in the 2024 Budget.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

49. Approve payment of \$12,000.00 for Invoice #141693 to Burditt Consultants, LLC from line item 125-401-540900 [Prof Consultant Services] for Park and County annex Candidate Site Assessment for Precinct 2.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

50. Approve payment of \$2,900.00 for Invoice # 24-028 to Southwest Realty Consultants for professional services rendered. Funding to be paid from line item 125-600-581901.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

51. Approve payment of \$19,105.71 for Project # 2021-2347-11, appraisal reports for 3 tracts of land, to Deal Sikes for professional services rendered. Funding to be paid from line item 125-600-571500.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

52. ~~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.

53. 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.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes**EXECUTIVE SESSION**

54. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
55. 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.
56. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.

Court convened to Executive Session at 10: 44 a.m.**Court reconvened from Executive Session at 11:05 a.m.**

57. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

Returned to Agenda Item #40

40. Approve Ameriprise Financial Workplace Solutions Agreement.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes**ADJOURN MEETING**Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Smith.**Motion carried** by 4-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – YesMeeting was **ADJOURNED** at 11:06 a.m.

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

Debbie Hollan
Waller County Clerk

APPROVED this the 18th day of September 2024.

Carbett "Trey" J. Duhon, III
County Judge



Waller County, TX

Payable Re

Payable Detail by Vendor

Packet: APPKT02694 - 09/30/2024 RET INS

Item 4.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 18425 - AMWINS GROUP BENEFITS									Vendor Total:	20,400.00
Oct 2024	Invoice	10/1/2024	10/1/2024	10/1/2024	10/1/2024	20,400.00	0.00	0.00	0.00	20,400.00
County Portion Oct 2024	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
County Portion Oct 2024	N/A		0.00	0.00	20,400.00	0.00	0.00	0.00		20,400.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
125-685-520303	Health Insurance				20,400.00	100.00%				
Vendor: 07548 - TAC HEBP									Vendor Total:	21,940.88
Oct 2024 County	Invoice	10/1/2024	10/1/2024	10/1/2024	10/1/2024	15,293.70	0.00	0.00	0.00	15,293.70
BCBS Co Portion Ret Prem Oct 2024	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
BCBS Co Portion Ret Prem Oct 2024	N/A		0.00	0.00	15,293.70	0.00	0.00	0.00		15,293.70
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
125-685-520303	Health Insurance				15,293.70	100.00%				
Oct 2024 Retiree	Invoice	10/1/2024	10/1/2024	10/1/2024	10/1/2024	6,647.18	0.00	0.00	0.00	6,647.18
BCBS Retiree Payment Oct 2024	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
BCBS Retiree Payment Oct 2024	N/A		0.00	0.00	6,647.18	0.00	0.00	0.00		6,647.18
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-111200	Medical Insurance				6,647.18	100.00%				

Item 4.

Payable Summary

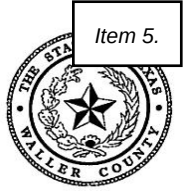
Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	42,340.88	0.00	0.00	0.00	42,340.88	0.00	42,340.88
Grand Total:		42,340.88	0.00	0.00	0.00	42,340.88	0.00	42,340.88

Account Summary

Account	Name	Amount
125-685-520303	Health Insurance	35,693.70
Total:		35,693.70

Account	Name	Amount
999-203-111200	Medical Insurance	6,647.18
Total:		6,647.18

Monthly Report of Joan Sargent, Waller County Treasurer
AUGUST 2024



THE STATE OF TEXAS
COUNTY OF WALLER

AFFIDAVIT

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

All investments are in compliance with both the Public Funds Investment Act and the Waller County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as 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 Sargent, 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

18th day of September, 2024

Page 1 General Operating Account Funds report of money received and disbursed

Page 2 Special Funds report of money received and disbursed

Page 3 Investment Portfolio by fund

Page 4 Long Term Debt

Attachment A Unpaid claims

Joan Sargent
Joan Sargent, CIO, 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)} \$106,929,852.98 Month Ending Balance

Commissioners' Court Approval:

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

ATTEST:

Debbie Hollan, County Clerk

Date

Monthly Report of Joan Sargent, Waller County Treasurer

AUGUST 2024

Item 5.

General Operating Account

Fund	Beginning Balance	Total Received	Total Disbursed	Adjustments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
101 Voter Reg/Chapter 19	\$5,950.12	\$3.85	\$0.00	\$0.00	\$5,953.97	\$0.00	\$0.00	\$5,953.97
108 Elections	\$1,444.96	\$0.93	\$0.00	\$0.00	\$1,445.89	\$228,595.42	\$0.00	\$230,041.31
110 Road & Bridge	\$4,071,674.90	\$509,401.16	\$868,740.63	\$0.00	\$3,712,335.43	\$0.00	\$7,885,595.56	\$11,597,930.99
111 Law Library	\$13,385.70	\$4,674.09	\$0.00	\$0.00	\$18,059.79	\$232,369.21	\$0.00	\$250,429.00
112 Title IV Juv. Justice	\$561.00	\$0.36	\$0.00	\$0.00	\$561.36	\$97,516.65	\$0.00	\$98,078.01
113 DC Recs. Pres.	\$1,056.56	\$272.53	\$0.00	\$0.00	\$1,329.09	\$25,286.52	\$0.00	\$26,615.61
114 County RMPF	\$14,476.88	\$5,154.24	\$0.00	\$0.00	\$19,631.12	\$112,311.02	\$0.00	\$131,942.14
115 CC Recs. Pres.	\$49,266.58	\$13,431.80	\$0.00	\$0.00	\$62,698.38	\$673,078.10	\$0.00	\$735,776.48
116 CC Preservation	\$1,682.81	\$257.26	\$0.00	\$0.00	\$1,940.07	\$33,455.30	\$0.00	\$35,395.37
117 Crthse. Security	\$16,745.52	\$5,630.35	\$0.00	\$0.00	\$22,375.87	\$216,135.91	\$0.00	\$238,511.78
118 Graffiti	\$73.51	\$13.40	\$0.00	\$0.00	\$86.91	\$851.47	\$0.00	\$938.38
119 JP Technology	\$4,514.43	\$1,962.59	\$600.00	\$0.00	\$5,877.02	\$71,601.99	\$0.00	\$77,479.01
120 DC/Child Abuse Prev	\$122.08	\$4.36	\$0.00	\$0.00	\$126.44	\$1,591.11	\$0.00	\$1,717.55
121 Family Protection	\$2.72	\$0.00	\$0.00	\$0.00	\$2.72	\$40,938.25	\$0.00	\$40,940.97
122 Guardianship	\$2,043.14	\$661.75	\$0.00	\$0.00	\$2,704.89	\$60,202.44	\$0.00	\$62,907.33
123 Justice Crt. Sec.	\$165.57	\$19.89	\$0.00	\$0.00	\$185.46	\$25,124.24	\$0.00	\$25,309.70
124 CC-Technology	\$273.91	\$58.80	\$0.00	\$0.00	\$332.71	\$8,169.11	\$0.00	\$8,501.82
125 General	\$2,391,061.42	\$5,671,147.90	\$3,064,231.85	\$1,403.00	\$4,999,380.47	\$24,906,150.27	\$36,068,314.79	\$65,973,845.53
126 DC-Technology	\$150.32	\$39.85	\$0.00	\$0.00	\$190.17	\$4,177.47	\$0.00	\$4,367.64
127 CC-RPD	\$9.97	\$0.01	\$0.00	\$0.00	\$9.98	\$37,537.59	\$0.00	\$37,547.57
128 DC-RPD	\$165.68	\$10.12	\$0.00	\$0.00	\$175.80	\$30,073.99	\$0.00	\$30,249.79
129 DA Pretrial Div. Fee	\$599.05	\$1,000.00	\$4,566.29	\$0.00	-\$2,967.24	\$94,211.17	\$0.00	\$91,243.93
131 Juv. Case Manager	\$1,443.29	\$77.27	\$0.00	\$0.00	\$1,520.56	\$0.00	\$0.00	\$1,520.56
132 Fire Marshal Fund	\$90,066.01	\$57.09	\$1,870.95	\$0.00	\$88,252.15	\$0.00	\$0.00	\$88,252.15
135 Court Facility	\$49,213.32	\$3,084.88	\$0.00	\$0.00	\$52,298.20	\$0.00	\$0.00	\$52,298.20
137 Justice Crt. Support	\$69,294.71	\$4,519.70	\$0.00	\$0.00	\$73,814.41	\$0.00	\$0.00	\$73,814.41
181 Available School	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$783,813.28	\$783,813.28
186 Ogg Trust	\$19,973.35	\$12.93	\$0.00	\$0.00	\$19,986.28	\$0.00	\$0.00	\$19,986.28
191 Narcotic Program	\$10.69	\$0.00	\$0.00	\$0.00	\$10.69	\$0.00	\$0.00	\$10.69
192 Federal Forfeiture	\$381,864.84	\$2,186.15	\$25,327.62	\$0.00	\$358,723.37	\$0.00	\$0.00	\$358,723.37
212 SCAAP-Federal Rev.	\$106,950.73	\$0.00	\$0.00	\$0.00	\$106,950.73	\$0.00	\$0.00	\$106,950.73
228 CJD-VOCA #4254701	-\$10,630.61	\$4,084.83	\$5,106.04	-\$20.00	-\$11,671.82	\$0.00	\$0.00	-\$11,671.82
234 STEP CMV-00029	-\$21,834.11	\$12,406.60	\$5,171.44	-\$555.00	-\$15,153.95	\$0.00	\$0.00	-\$15,153.95
235 STEP COMP-00094	-\$15,815.70	\$3,943.71	\$2,901.21	-\$324.00	-\$15,097.20	\$0.00	\$0.00	-\$15,097.20
241 ARPA Grant	\$3,649,237.01	\$0.00	\$92,645.14	\$0.00	\$3,556,591.87	\$0.00	\$0.00	\$3,556,591.87
243 HSGP Radio Grant	-\$29,267.38	\$29,267.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244 LHMPF Grant	-\$59,098.00	\$0.00	\$10,972.00	\$0.00	-\$70,070.00	\$0.00	\$0.00	-\$70,070.00
307 SAVNS Grant#1446517	-\$4,507.60	\$4,507.60	\$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	\$32,916.64	\$26,069.00	\$25,131.89	-\$504.00	\$33,349.75	\$0.00	\$0.00	\$33,349.75
323 BAGP Grant #4824901	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
324 SB22 Grant - DA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
325 SB22 Grant - SO	\$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	\$133,961.81	\$1,868,873.84	\$2,002,835.65	\$0.00	\$0.00	\$0.00	\$623,114.27	\$623,114.27
602 Tax Notes, Series 2020	\$918.90	\$0.59	\$0.00	\$0.00	\$919.49	\$0.00	\$0.00	\$919.49
603 Tax Notes, Series 2022	\$654.08	\$0.42	\$0.00	\$0.00	\$654.50	\$0.00	\$0.00	\$654.50
604 Co. Courthouse Project	\$0.00	\$1,248,513.23	\$1,248,513.23	\$0.00	\$0.00	\$0.00	\$20,150,181.17	\$20,150,181.17
605 Mobility Bond Series 2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
999 Payroll	\$512,654.34	\$2,445,365.14	\$2,438,919.83	\$0.00	\$519,099.65	\$0.00	\$0.00	\$519,099.65
Totals	\$11,533,433.15	\$11,866,715.60	\$9,797,533.77	\$0.00	\$13,602,614.98	\$26,899,377.23	\$65,511,019.07	\$106,013,011.28
Plus Outstanding Checks					\$181,622.11			
Treasurer's Bank Balance					\$13,784,237.09			
PB Statement Balance					\$13,784,237.09			
Reconciled Bank Balance					\$13,784,237.09			

Monthly Report of Joan Sargent, Waller County Treasurer

AUGUST 2024

Item 5.

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	\$0.00	\$72,783.23	\$0.00	\$72,783.23
			Bank Statement Balance		\$0.00			
189 Hospital Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,365.66	\$0.00	\$3,365.66
			Bank Statement Balance		\$0.00			
238 GLO Buyout/Acq Grant	\$57.48	\$12,197.54	\$0.00	\$0.00	\$12,255.02	\$0.00	\$0.00	\$12,255.02
			Add Outstanding Checks		\$0.00			
			Bank Statement Balance		\$12,255.02			
239 GLO Infrastructure Grant	\$269.65	\$809,076.69	\$62,110.76	\$0.00	\$747,235.58	\$0.00	\$0.00	\$747,235.58
			Add Outstanding Checks		\$35,449.29			
			Bank Statement Balance		\$782,684.87			
801 JP1 Report Acct	\$23,084.08	\$36,109.78	\$43,292.40	\$0.00	\$15,901.46	\$0.00	\$0.00	\$15,901.46
			Bank Statement Balance		\$15,901.46			
802 JP2 Report Acct	\$4,355.14	\$21,890.65	\$20,832.50	\$0.00	\$5,413.29	\$0.00	\$0.00	\$5,413.29
			Bank Statement Balance		\$5,413.29			
803 JP3 Report Acct	\$13,186.74	\$12,291.25	\$12,754.10	\$0.00	\$12,723.89	\$0.00	\$0.00	\$12,723.89
			Bank Statement Balance		\$12,723.89			
804 JP4 Report Acct	\$14,841.74	\$43,578.92	\$47,320.99	\$0.00	\$11,099.67	\$0.00	\$0.00	\$11,099.67
			Bank Statement Balance		\$11,099.67			
805 DC E-Filing	\$6,725.90	\$13,762.77	\$16,870.40	\$0.00	\$3,618.27	\$0.00	\$0.00	\$3,618.27
			Bank Statement Balance		\$3,618.27			
807 CC Recording Fee	\$5,766.30	\$43,768.25	\$40,871.00	\$0.00	\$8,663.55	\$0.00	\$0.00	\$8,663.55
			Bank Statement Balance		\$8,663.55			
808 CC Credit Card	\$1,451.89	\$14,444.05	\$14,258.12	\$0.00	\$1,637.82	\$0.00	\$0.00	\$1,637.82
			Bank Statement Balance		\$1,637.82			
810 CC E-Filing	\$11,022.90	\$7,226.35	\$12,439.00	\$0.00	\$5,810.25	\$0.00	\$0.00	\$5,810.25
			Bank Statement Balance		\$5,810.25			
811 DC Credit Card	\$5,354.77	\$7,963.31	\$12,260.20	\$0.00	\$1,057.88	\$0.00	\$0.00	\$1,057.88
			Bank Statement Balance		\$1,057.88			
812 R&B Credit Card	\$6,876.74	\$113,907.28	\$114,751.80	\$0.00	\$6,032.22	\$0.00	\$0.00	\$6,032.22
			Bank Statement Balance		\$6,032.22			
814 FM Credit Card	\$6,005.79	\$4,114.94	\$6,149.00	\$0.00	\$3,971.73	\$0.00	\$0.00	\$3,971.73
			Bank Statement Balance		\$3,971.73			
815 Environmental Cr Card	\$8,284.86	\$7,797.35	\$12,970.00	\$0.00	\$3,112.21	\$0.00	\$0.00	\$3,112.21
			Bank Statement Balance		\$3,112.21			
816 JP1 Efile	\$731.49	\$747.43	\$672.00	\$0.00	\$806.92	\$0.00	\$0.00	\$806.92
			Bank Statement Balance		\$806.92			
817 JP2 Efile	\$876.86	\$703.08	\$1,447.00	\$0.00	\$132.94	\$0.00	\$0.00	\$132.94
			Bank Statement Balance		\$132.94			
818 JP3 Efile	\$135.21	\$2,330.14	\$1,917.00	\$0.00	\$548.35	\$0.00	\$0.00	\$548.35
			Bank Statement Balance		\$548.35			
819 JP4 Efile	\$692.07	\$1,656.21	\$1,699.00	\$0.00	\$649.28	\$0.00	\$0.00	\$649.28
			Bank Statement Balance		\$649.28			
820 Treasurer Credit Card	\$272.94	\$1,373.80	\$1,624.26	\$0.00	\$22.48	\$0.00	\$0.00	\$22.48
			Bank Statement Balance		\$22.48			

WALLER COUNTY
INVESTMENT PORTFOLIO FOR MONTH ENDING
AUGUST 2024

Item 5.

ACTIVITY

FINANCIAL INSTRUMENT AND INVESTED FUND	PURCHASE PRICE	MTD YIELD	BEGINNING BALANCE	TRANSFERS	MTD INTEREST	ENDING BALANCE
TEXAS CLASS INVESTMENTS						
125-General	\$40,883,543.07	5.4278%	\$40,883,543.07	(\$5,000,000.00)	\$184,771.72	\$36,068,314.79
110-R&B	\$7,849,407.50	5.4278%	\$7,849,407.50	\$0.00	\$36,188.06	\$7,885,595.56
515-Debt Service	\$2,429,923.07	5.4278%	\$2,429,923.07	(\$1,816,662.28)	\$9,853.48	\$623,114.27
181-Permanent School	\$780,216.26	5.4278%	\$780,216.26	\$0.00	\$3,597.02	\$783,813.28
604-Co Courthouse Project	\$21,301,415.88	5.4278%	\$21,301,415.88	(\$1,248,513.23)	\$97,278.52	\$20,150,181.17
605-Mobility Bond 2024	\$0.00	5.4278%	\$0.00	\$0.00	\$0.00	\$0.00
TEXPOOL INVESTMENTS						
108-Elections	\$227,571.47	5.2977%	\$227,571.47	\$0.00	\$1,023.95	\$228,595.42
111-Law Library	\$231,328.39	5.2977%	\$231,328.39	\$0.00	\$1,040.82	\$232,369.21
112-Title IV Juvenile Justice	\$97,079.84	5.2977%	\$97,079.84	\$0.00	\$436.81	\$97,516.65
113-RPF District Clerk	\$25,173.30	5.2977%	\$25,173.30	\$0.00	\$113.22	\$25,286.52
114-County RMPF	\$111,807.96	5.2977%	\$111,807.96	\$0.00	\$503.06	\$112,311.02
115-RPF County Clerk	\$670,063.20	5.2977%	\$670,063.20	\$0.00	\$3,014.90	\$673,078.10
116-CC Preservation	\$33,305.49	5.2977%	\$33,305.49	\$0.00	\$149.81	\$33,455.30
117-Courthouse Security	\$215,167.79	5.2977%	\$215,167.79	\$0.00	\$968.12	\$216,135.91
118-Graffiti	\$847.75	5.2977%	\$847.75	\$0.00	\$3.72	\$851.47
119-JP Technology	\$71,281.28	5.2977%	\$71,281.28	\$0.00	\$320.71	\$71,601.99
120-DC Child Abuse Prev.	\$1,583.98	5.2977%	\$1,583.98	\$0.00	\$7.13	\$1,591.11
121-Family Protect Fee	\$40,754.87	5.2977%	\$40,754.87	\$0.00	\$183.38	\$40,938.25
122-Guardianship	\$59,932.75	5.2977%	\$59,932.75	\$0.00	\$269.69	\$60,202.44
123-Justice Court Security	\$25,011.69	5.2977%	\$25,011.69	\$0.00	\$112.55	\$25,124.24
124-CC Technology	\$8,132.52	5.2977%	\$8,132.52	\$0.00	\$36.59	\$8,169.11
125-General	\$24,794,589.08	5.2977%	\$24,794,589.08	\$0.00	\$111,561.19	\$24,906,150.27
126-DC Technology	\$4,158.83	5.2977%	\$4,158.83	\$0.00	\$18.64	\$4,177.47
127-CC RP Digitizing	\$37,369.46	5.2977%	\$37,369.46	\$0.00	\$168.13	\$37,537.59
128-DC RP Digitizing	\$29,939.28	5.2977%	\$29,939.28	\$0.00	\$134.71	\$30,073.99
129-DA Pretrial Diversion	\$93,789.18	5.2977%	\$93,789.18	\$0.00	\$421.99	\$94,211.17
188-Dismuke	\$72,457.24	5.2977%	\$72,457.24	\$0.00	\$325.99	\$72,783.23
189-Hospital	\$3,350.49	5.2977%	\$3,350.49	\$0.00	\$15.17	\$3,365.66
TOTALS	\$100,099,201.62		\$100,099,201.62	(\$8,065,175.51)	\$452,519.08	\$92,486,545.19

STATISTICS

1. THIS PORTFOLIO IS IN COMPLIANCE WITH THE WALLER COUNTY INVESTMENT POLICY AND APPLICABLE LAW.
2. CURRENT INVESTMENTS ARE AVAILABLE SAME OR NEXT DAY TO MAXIMIZE OPERATING FUNDS.
3. AS A COMPARATIVE BENCHMARK THE AVERAGE 90 DAY T-BILL RATE THIS MONTH: 5.05%
4. THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: \$92,486,545.19
5. PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: \$65,857,016.04
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 8/31/2024		
	Date Registered	Reg #	Amount Registered
Vendors			
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/28/23	3109	\$ 7.00
QUILL CORPORATION	04/18/23	3675	\$ 132.06
HERRMANN INTERNATIONAL	05/30/23	4625	\$ (689.38)
MUSTANG CAT	05/30/23	4623	\$ (689.44)
SPARKLIGHT	07/05/23	5416	\$ (322.29)
VERIZON	07/10/23	5541	\$ (13.48)
HOMETOWN HARDWARE	08/01/23	6097	\$ 51.92
TURNER PIERCE AND FULTZ INC.	08/01/23	6062	\$ 323.77
VERIZON	08/15/23	6470	\$ (37.99)
VERIZON	09/11/23	7137	\$ (37.99)
JOHNSTONE SUPPLY	09/18/23	7288	\$ (234.99)
RICOH USA, INC.	09/26/23	7478	\$ 260.24
VERIZON	10/11/23	7779	\$ 994.42
VERIZON	10/11/23	7780	\$ (37.99)
ODP BUSINESS SOLUTIONS, LLC	10/17/23	8015	\$ 81.96
ENTEC PEST MANAGEMENT INC	10/30/23	8234	\$ 250.00
HALFF ASSOCIATES, INC	11/27/23	8808	\$ 93,140.63
PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	11/27/23	8843	\$ 1,651.15
QUIDDITY ENGINEERING, LLC	11/27/23	8744	\$ 18,907.54
VERIZON	11/27/23	8775	\$ (37.99)
VERIZON	12/14/23	9365	\$ 37.99
ENTERPRISE UAS, LLC	12/18/23	9382	\$ 5,998.00
ENTERPRISE UAS, LLC	12/21/23	9557	\$ 2,198.00
NAPA AUTO PARTS	01/11/24	9982	\$ 170.88
QUADIENT FINANCE USA, INC.	01/12/24	10031	\$ 176.00
VERIZON WIRELESS	01/12/24	10032	\$ (37.99)
HOMETOWN HARDWARE	01/22/24	10186	\$ 202.32
SPARKLIGHT	01/22/24	10176	\$ 219.89
WALLER COUNTY PAINT & BODY SHOP & STORAGE	01/22/24	10157	\$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	01/22/24	10156	\$ 7.00
NAPA AUTO PARTS	01/26/24	10294	\$ 49.75
NAPA AUTO PARTS	01/26/24	10292	\$ 20.34
AT&T	02/02/24	10471	\$ 1,466.30
REPUBLIC SERVICES #853	02/13/24	10860	\$ 1,926.45
VERIZON WIRELESS	02/13/24	10884	\$ (37.99)
INTERSTATE BILLING SERVICE, INC.	02/14/24	10922	\$ 974.47
SPARKLIGHT	02/15/24	10996	\$ 210.98
INNOVATIVE COMMUNICATION SYSTEMS	02/23/24	11190	\$ 437.50
AT&T	02/28/24	11314	\$ 1,466.30
BECKENDORFF, JUSTIN	03/07/24	11503	\$ 203.05
VERIZON WIRELESS	03/20/24	11816	\$ (37.99)
INNOVATIVE COMMUNICATION SYSTEMS	03/21/24	11872	\$ 262.50
INNOVATIVE COMMUNICATION SYSTEMS	03/21/24	11870	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	03/21/24	11869	\$ 87.50
AT&T	03/27/24	12068	\$ 1,466.30
BROOKSHIRE M.W.D.	04/08/24	12377	\$ 67.58
KING RANCH AG & TURF	04/11/24	12554	\$ (16.00)
THE HOME DEPOT	04/12/24	12588	\$ 169.00
QUADIENT, INC.	04/16/24	12648	\$ 154.85
VERIZON WIRELESS	04/22/24	12761	\$ (37.99)
LOW VOLTAGE SECURITY SOLUTIONS LLC	04/24/24	12863	\$ 839.40
THOMSON REUTERS - WEST PAYMENT CENTER	04/24/24	12850	\$ 211.00
THOMSON REUTERS - WEST PAYMENT CENTER	04/24/24	12849	\$ 1,504.00
AT&T	04/29/24	12917	\$ (789.88)
LIMITED SALES, EXCISE, AND USE TAX	04/29/24	12916	\$ 196.40
INNOVATIVE COMMUNICATION SYSTEMS	05/07/24	13137	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/07/24	13134	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/07/24	13133	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/07/24	13131	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/07/24	13130	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/07/24	13129	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/07/24	13128	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/15/24	13331	\$ 87.50
HIGH SIERRA ELECTRONICS, INC.	05/20/24	13479	\$ 1,795.00
INNOVATIVE COMMUNICATION SYSTEMS	05/20/24	13495	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/20/24	13494	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/20/24	13493	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/20/24	13492	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/22/24	13556	\$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	05/22/24	13555	\$ 87.50
ASCO EQUIPMENT	06/03/24	13766	\$ 22,095.50
INNOVATIVE COMMUNICATION SYSTEMS	06/11/24	14000	\$ 439.50
ROADSAFE TRAFFIC SYSTEMS	06/17/24	14203	\$ 1,000.00
PITNEY BOWES INC	06/26/24	14414	\$ 156.75

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Vendors			
ODP BUSINESS SOLUTIONS, LLC	07/01/24	14503	\$ 192.39
AT&T	07/02/24	14559	\$ (195.01)
EASON, CHRISTY	07/02/24	14534	\$ 171.96
EASON, CHRISTY	07/02/24	14533	\$ 920.34
EASON, CHRISTY	07/02/24	14532	\$ 84.98
THE WALLER COUNTY EXPRESS	07/02/24	14549	\$ 100.00
HOMETOWN HARDWARE	07/10/24	14646	\$ (16.00)
ODP BUSINESS SOLUTIONS, LLC	07/10/24	14662	\$ 11.99
DELL MARKETING L.P.	07/11/24	14708	\$ 6,115.98
AT&T-CWO	07/12/24	14793	\$ 47,228.98
LOW VOLTAGE SECURITY SOLUTIONS LLC	07/12/24	14786	\$ 839.40
MUSTANG CAT	07/12/24	14797	\$ (10.17)
JAIME, SYLVESTER R.	07/15/24	14822	\$ 900.00
QUIDDITY ENGINEERING, LLC	07/15/24	14809	\$ 5,167.50
UNITED AG & TURF	07/15/24	14810	\$ 39.50
DERRYBERRY'S L.P.	07/22/24	15006	\$ 1,155.00
INNOVATIVE COMMUNICATIONS SYSTEMS	07/22/24	15029	\$ 100.00
ODP BUSINESS SOLUTIONS, LLC	07/22/24	15023	\$ 187.14
ODP BUSINESS SOLUTIONS, LLC	07/22/24	15022	\$ 293.22
ODP BUSINESS SOLUTIONS, LLC	07/22/24	15021	\$ 91.03
XEROX CORPORATION	07/22/24	14945	\$ 263.05
AMAZON	07/26/24	15100	\$ 259.13
BULLETPoint MOUNTING SOLUTIONS	07/26/24	15101	\$ 390.95
PCN STRATEGIES, INC.	07/29/24	15108	\$ 25,350.85
WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	07/29/24	15124	\$ (176.43)
AT&T	07/30/24	15215	\$ 3,846.19
BROOKSHIRE HARDWARE	07/30/24	15219	\$ 127.32
BROOKSHIRE HARDWARE	07/30/24	15218	\$ 853.18
INNOVATIVE COMMUNICATION SYSTEMS	07/30/24	15197	\$ 262.50
J.P MORGAN CHASE	07/30/24	15213	\$ 710,113.75
MASTERS ADVANCED REMEDIATIONS SERVICES	07/31/24	15286	\$ 49,437.85
FORT BEND MEDICAL EXAMINER	08/01/24	15333	\$ 10,400.00
INNOVATIVE COMMUNICATION SYSTEMS	08/01/24	15304	\$ 369.02
LAW OFFICE OF PATRICE D. CARRINGTON	08/01/24	15332	\$ 2,700.00
WELLS FARGO	08/01/24	15335	\$ 176.43
CUMMINS-ALLISON CORP.	08/05/24	15350	\$ 400.00
AMERICAN PATRIOT INDUSTRIES, INC.	08/06/24	15354	\$ 2,507.30
HENDRICKS POLYGRAPH INC.	08/06/24	15379	\$ 139.79
ODP BUSINESS SOLUTIONS, LLC	08/06/24	15375	\$ 46.99
ODP BUSINESS SOLUTIONS, LLC	08/06/24	15374	\$ 42.19
ODP BUSINESS SOLUTIONS, LLC	08/06/24	15373	\$ 84.12
ODP BUSINESS SOLUTIONS, LLC	08/06/24	15368	\$ 144.54
ODP BUSINESS SOLUTIONS, LLC	08/06/24	15367	\$ 285.64
TAC SECURITY	08/06/24	15390	\$ 355.00
THE RANDLE LAW OFFICE LTD., L.L.P	08/06/24	15362	\$ 12,362.68
THOMSON REUTERS-WEST	08/06/24	15355	\$ 1,996.66
WALKER, NIKKI	08/06/24	15360	\$ 339.56
ZIENTEK, ASHLEY	08/06/24	15359	\$ 420.98
ADAIR, ROGER N.	08/07/24	15470	\$ 512.00
AMAZON CAPITAL SERVICES	08/07/24	15476	\$ 214.95
AMAZON CAPITAL SERVICES	08/07/24	15475	\$ 197.89
AMAZON CAPITAL SERVICES	08/07/24	15474	\$ 45.96
AMBASSADOR SERVICES	08/07/24	15480	\$ 1,794.00
AMERICAN PATRIOT INDUSTRIES, INC.	08/07/24	15478	\$ 795.44
AMERICAN PATRIOT INDUSTRIES, INC.	08/07/24	15477	\$ 2,996.36
CIVICPLUS LLC	08/07/24	15433	\$ 7,022.40
DELL MARKETING L.P.	08/07/24	15471	\$ 309.92
EAN SERVICES, LLC	08/07/24	15407	\$ 165.80
HARRIS COUNTY RADIO SERVICES	08/07/24	15448	\$ 30.00
HOMETOWN HARDWARE	08/07/24	15417	\$ (10.50)
HOMETOWN HARDWARE	08/07/24	15416	\$ 243.83
HOMETOWN HARDWARE	08/07/24	15415	\$ 67.97
HOMETOWN HARDWARE	08/07/24	15414	\$ 5.59
KING ARCHITECTURAL CONSULTING SERVICES PLLC	08/07/24	15479	\$ 1,987.38
MASTERS ADVANCED REMEDIATION SERVICES, LLC	08/07/24	15405	\$ 14,097.14
MATAGORDA CONSTRUCTION & MATERIALS	08/07/24	15401	\$ 248,506.20
MATAGORDA CONSTRUCTION & MATERIALS	08/07/24	15400	\$ 67,675.50
MATAGORDA CONSTRUCTION & MATERIALS	08/07/24	15399	\$ 48,825.00
RANDALL, LINDA	08/07/24	15426	\$ 160.00
SCHMIDT FUNERAL HOME	08/07/24	15406	\$ 1,125.00
UNITED AG & TURF	08/07/24	15464	\$ 227.21
VERIZON	08/07/24	15451	\$ 37.99
VRF SERVICES OF TEXAS	08/07/24	15447	\$ 2,025.00
WALLER COUNTY	08/07/24	15404	\$ 381,913.00

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Treasurer's Record of Unpaid Claims		As of 8/31/2024	
Vendors	Date Registered	Reg #	Amount Registered
WALLER COUNTY TAX OFFICE	08/07/24	15425	\$ 81.00
WOOLEY, KAITLYNN	08/07/24	15424	\$ 160.00
AMBASSADOR SERVICES LLC	08/08/24	15551	\$ 3,161.51
ENTEC PEST MANAGEMENT, INC.	08/08/24	15501	\$ 140.00
HARRIS, KENNEDY	08/08/24	15505	\$ 609.09
HD SUPPLY	08/08/24	15499	\$ 224.62
HOMETOWN HARDWARE	08/08/24	15557	\$ 1.74
INTERACTIVE DATA, LLC	08/08/24	15497	\$ 264.50
JACKSON, MARIAN	08/08/24	15506	\$ 772.55
JOHNSTONE SUPPLY	08/08/24	15500	\$ 118.68
LEXISNEXIS	08/08/24	15536	\$ 141.25
LOWE'S	08/08/24	15540	\$ 266.84
MOFFITT SERVICES	08/08/24	15535	\$ 4,000.00
MOTOROLA SOLUTIONS, INC.	08/08/24	15490	\$ 618.75
MR. WINDSHIELD, INC.	08/08/24	15534	\$ 324.95
PROSPERITY BANK	08/08/24	15494	\$ 19.00
QUADIANT, INC.	08/08/24	15560	\$ 453.30
RICOH USA INC.	08/08/24	15503	\$ 45.62
RICOH USA INC.	08/08/24	15502	\$ 596.34
RITE OF PASSAGE- INC	08/08/24	15559	\$ 8,625.00
ROCA CLEANING SERVICES	08/08/24	15512	\$ 600.00
UNITED AG & TURF	08/08/24	15552	\$ 15.18
VICTORIA COUNTY	08/08/24	15498	\$ 1,800.00
WALLER COUNTY ASPHALT	08/08/24	15511	\$ 13,140.60
WALLER COUNTY ASPHALT	08/08/24	15510	\$ 26,462.70
WALLER COUNTY ASPHALT	08/08/24	15509	\$ 17,798.25
WALLER COUNTY ASPHALT	08/08/24	15508	\$ 22,899.75
WALLER COUNTY ASPHALT	08/08/24	15507	\$ 13,363.65
WALLER COUNTY HISTORICAL MUSEUM	08/08/24	15537	\$ 20,000.00
WALLER COUNTY HISTORICAL SOCIETY	08/08/24	15538	\$ 15,000.00
WATKINS, KRYSTAL	08/08/24	15504	\$ 575.93
WITTENBURG PRINTING	08/08/24	15496	\$ 209.90
WITTENBURG PRINTING	08/08/24	15495	\$ 243.92
ASCO EQUIPMENT	08/09/24	15562	\$ 2,239.25
BS CORRECTIONAL MEDICAL SERVICES, PLLC	08/09/24	15561	\$ 13,416.67
TAVTI	08/09/24	15563	\$ 225.00
THE MCM ELEGANTE'	08/09/24	15572	\$ 593.40
ALPHA TESTING, LLC	08/12/24	15595	\$ 5,802.00
APPEL FORD MERCURY	08/12/24	15634	\$ 408.62
HOMETOWN HARDWARE	08/12/24	15592	\$ 159.98
HP INC.	08/12/24	15593	\$ 412.32
JOHNSTONE SUPPLY	08/12/24	15600	\$ 711.92
KATY TIMES	08/12/24	15631	\$ 275.63
KATY TIMES	08/12/24	15630	\$ 275.63
MR WINDSHIELD, INC.	08/12/24	15633	\$ 1,251.64
NAPA AUTO PARTS	08/12/24	15640	\$ (102.22)
NAPA AUTO PARTS	08/12/24	15638	\$ (36.00)
NAPA AUTO PARTS	08/12/24	15636	\$ (18.00)
O'REILLY AUTO PARTS	08/12/24	15625	\$ 21.42
O'REILLY AUTO PARTS	08/12/24	15624	\$ 6.98
O'REILLY AUTO PARTS	08/12/24	15623	\$ 84.98
O'REILLY AUTO PARTS	08/12/24	15622	\$ 27.98
O'REILLY AUTO PARTS	08/12/24	15621	\$ 8.01
O'REILLY AUTO PARTS	08/12/24	15620	\$ 148.46
O'REILLY AUTO PARTS	08/12/24	15619	\$ 104.20
O'REILLY AUTO PARTS	08/12/24	15618	\$ 16.87
O'REILLY AUTO PARTS	08/12/24	15617	\$ 161.36
O'REILLY AUTO PARTS	08/12/24	15616	\$ 195.92
O'REILLY AUTO PARTS	08/12/24	15615	\$ 55.52
O'REILLY AUTO PARTS	08/12/24	15614	\$ (41.96)
QUIDDITY ENGINEERING, LLC	08/12/24	15599	\$ 929.00
QUILL CORPORATION	08/12/24	15587	\$ 159.99
QUILL CORPORATION	08/12/24	15586	\$ 3.06
STEVENSON ENTERPRISES	08/12/24	15597	\$ 244.45
TEXAS PARKS AND WILDLIFE, S. HOUSTON LAW ENFORCEMENT OFFICE	08/12/24	15596	\$ 215.90
TEXAS STAR TRANSPORT, LLC	08/12/24	15635	\$ 3,277.54
TYLER TECHNOLOGIES, INC	08/12/24	15598	\$ 49,460.87
WALLER COUNTY ASPHALT	08/12/24	15632	\$ 22,720.20
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/12/24	15629	\$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/12/24	15628	\$ 585.22
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/12/24	15627	\$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/12/24	15626	\$ 7.00
XEROX CORPORATION	08/12/24	15613	\$ 440.02
XEROX CORPORATION	08/12/24	15612	\$ 249.26

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Treasurer's Record of Unpaid Claims	As of 8/31/2024		
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Vendors			
XEROX CORPORATION	08/12/24	15611	\$ 178.34
XEROX CORPORATION	08/12/24	15610	\$ 299.24
XEROX CORPORATION	08/12/24	15609	\$ 493.24
XEROX CORPORATION	08/12/24	15608	\$ 210.23
XEROX CORPORATION	08/12/24	15607	\$ 229.69
XEROX CORPORATION	08/12/24	15606	\$ 243.06
XEROX CORPORATION	08/12/24	15591	\$ 303.60
XEROX CORPORATION	08/12/24	15590	\$ 263.05
XEROX CORPORATION	08/12/24	15589	\$ 201.29
XEROX CORPORATION	08/12/24	15588	\$ 148.45
ALLTEX WELDING SUPPLY, INC.	08/13/24	15716	\$ 457.25
ALSCO	08/13/24	15710	\$ 55.00
ALSCO, INC.	08/13/24	15709	\$ 333.76
AT&T MOBILITY	08/13/24	15718	\$ 2,528.79
AT&T MOBILITY	08/13/24	15717	\$ 2,538.66
BILL'S EXPRESS LUBE	08/13/24	15662	\$ 88.25
BILL'S TIRE COMPANY	08/13/24	15663	\$ 45.00
BROOKSHIRE M.W.D	08/13/24	15725	\$ 106.34
BUCKEYE CLEANING CENTER	08/13/24	15713	\$ 1,652.45
CANTRELL, BRIAN	08/13/24	15719	\$ 122.52
CAVEMAN ARMS	08/13/24	15726	\$ 1,650.00
CITY OF PRAIRIE VIEW	08/13/24	15715	\$ 82.90
CLEVELAND ASPHALT PRODUCTS, INC.	08/13/24	15699	\$ 7,086.41
DOGGETT HEAVY MACHINERY SERVICES	08/13/24	15727	\$ 1,443.53
HOMETOWN HARDWARE	08/13/24	15729	\$ 33.98
INNOVATIVE COMMUNICATIONS SYSTEMS	08/13/24	15714	\$ 252.76
JARVIS TIRE AND WHEEL LLC	08/13/24	15712	\$ 935.52
JARVIS TIRE AND WHEEL LLC	08/13/24	15711	\$ 1,140.00
NORTHERN SAFETY CO., INC.	08/13/24	15707	\$ 44.72
NORTHERN SAFETY CO., INC.	08/13/24	15706	\$ 81.62
PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	08/13/24	15708	\$ 272.19
PETROLEUM TRADERS CORPORATION	08/13/24	15722	\$ 18,056.13
PIRKLE, LIZ	08/13/24	15705	\$ 52.00
SIKES, ANDREW LONNIE	08/13/24	15659	\$ 10.00
SOUTHERN SOFTWARE, INC.	08/13/24	15692	\$ 26,404.00
SOUTHERN SOFTWARE, INC.	08/13/24	15691	\$ 9,038.00
SOUTHERN SOFTWARE, INC.	08/13/24	15690	\$ 6,386.00
SOUTHERN SOFTWARE, INC.	08/13/24	15689	\$ 6,448.00
SPARKLIGHT	08/13/24	15723	\$ 535.93
SPARKLIGHT	08/13/24	15721	\$ 120.93
SPARKLIGHT	08/13/24	15720	\$ 460.93
TAPEIT	08/13/24	15700	\$ 350.00
TDCA	08/13/24	15704	\$ 75.00
TDCA	08/13/24	15701	\$ 75.00
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	08/13/24	15728	\$ 214.11
VERIZON WIRELESS	08/13/24	15652	\$ 839.64
WALLER COUNTY	08/13/24	15655	\$ 12,191.76
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/13/24	15724	\$ 7,311.69
Y.O RANCH HOTEL AND CONFERENCE CENTER	08/13/24	15703	\$ 241.82
Y.O RANCH HOTEL AND CONFERENCE CENTER	08/13/24	15702	\$ 241.82
COMMUNITY SUPERVISION & CORRECTIONS DEPT.	08/14/24	15731	\$ 250.00
CORRECTIONAL BEHAVIORAL HEALTH	08/14/24	15740	\$ 2,050.00
CORRECTIONAL BEHAVIORAL HEALTH	08/14/24	15764	\$ 2,050.00
ENTERPRISE FM TRUST	08/14/24	15750	\$ 92,247.66
GRANT WORKS, INC.	08/14/24	15742	\$ 11,411.40
GRANT WORKS, INC.	08/14/24	15745	\$ 52,345.00
GREAT SOUTHERN STABILIZED, LLC	08/14/24	15752	\$ 1,108.93
GREAT SOUTHERN STABILIZED, LLC	08/14/24	15753	\$ 4,726.00
GREAT SOUTHERN STABILIZED, LLC	08/14/24	15754	\$ 1,017.27
HD SUPPLY	08/14/24	15748	\$ 2,827.10
HD SUPPLY	08/14/24	15749	\$ 2,609.54
HOMETOWN HARDWARE	08/14/24	15730	\$ 17.97
HOMETOWN HARDWARE	08/14/24	15739	\$ 79.50
HOMETOWN HARDWARE	08/14/24	15751	\$ 51.98
K&H PORTABLE TOILETS, INC.	08/14/24	15741	\$ 156.25
LINKTAS LLC	08/14/24	15758	\$ 450.00
LJA ENGINEERING, INC	08/14/24	15743	\$ 9,401.25
LJA ENGINEERING, INC	08/14/24	15744	\$ 14,208.75
LJA ENGINEERING, INC	08/14/24	15762	\$ 11,587.50
LJA ENGINEERING, INC	08/14/24	15763	\$ 10,507.50
MACE, DAVID	08/14/24	15737	\$ 165.00
NORTHERN SAFETY CO, INC.	08/14/24	15757	\$ 49.06
QUILL CORPORATION	08/14/24	15734	\$ 31.17
QUILL CORPORATION	08/14/24	15735	\$ 135.12

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	Date Registered	Reg #	Amount Registered
Vendors			
QUILL CORPORATION	08/14/24	15736	\$ 45.04
SPARKLETT'S & SIERRA SPRINGS	08/14/24	15755	\$ 40.46
STEINHAUSER'S	08/14/24	15733	\$ 100.40
TEXAS STAR TRANSPORT, LLC	08/14/24	15759	\$ 810.69
TEXAS STAR TRANSPORT, LLC	08/14/24	15760	\$ 2,410.12
TEXAS STAR TRANSPORT, LLC	08/14/24	15761	\$ 3,267.79
THE HOME DEPOT	08/14/24	15747	\$ 59.00
VERIZON	08/14/24	15738	\$ 648.14
VERIZON CONNECT NWF, INC.	08/14/24	15732	\$ 793.31
WALLER COUNTY ELECTRIC	08/14/24	15756	\$ 244.00
CITIBANK, N.A.	08/15/24	15766	\$ 3,519.59
JOHNSTONE SUPPLY	08/15/24	15771	\$ 181.28
KYLE OFFICE PRODUCTS	08/15/24	15789	\$ 275.00
MID-AMERICAN RESEARCH CHEMICAL	08/15/24	15767	\$ 93.75
MUSTANG CAT	08/15/24	15769	\$ 1,660.55
MUSTANG CAT	08/15/24	15770	\$ 98.84
PRECISION PRINTING	08/15/24	15773	\$ 25.00
PRECISION PRINTING	08/15/24	15774	\$ 45.90
PRECISION PRINTING	08/15/24	15775	\$ 44.61
PRECISION PRINTING	08/15/24	15776	\$ 46.46
PRECISION PRINTING	08/15/24	15777	\$ 31.65
PRECISION PRINTING	08/15/24	15778	\$ 46.96
PRECISION PRINTING	08/15/24	15779	\$ 44.23
PRECISION PRINTING	08/15/24	15780	\$ 67.87
PRECISION PRINTING	08/15/24	15781	\$ 35.46
PRECISION PRINTING	08/15/24	15782	\$ 48.52
PRECISION PRINTING	08/15/24	15783	\$ 115.51
PRECISION PRINTING	08/15/24	15784	\$ 33.60
PRECISION PRINTING	08/15/24	15785	\$ 41.21
PRECISION PRINTING	08/15/24	15786	\$ 32.55
PRECISION PRINTING	08/15/24	15787	\$ 65.39
PRECISION PRINTING	08/15/24	15788	\$ 37.19
THOMPSON CONSULTING SERVICES, LLC	08/15/24	15765	\$ 78,048.89
UNITED AG & TURF	08/15/24	15791	\$ 512.62
XEROX CORPORATION	08/15/24	15772	\$ 178.33
XEROX CORPORATION	08/15/24	15790	\$ 192.11
ADAMS, CANDICE	08/19/24	15792	\$ 304.01
ANGELO, VALERIE	08/19/24	15830	\$ 608.06
ANTHONY, DELISHIA	08/19/24	15828	\$ 597.27
ATRON SOLUTIONS, LLC	08/19/24	15817	\$ 13,437.41
BURDITT CONSULTANTS, LLC	08/19/24	15826	\$ 12,000.00
CALDWELL COUNTRY FORD, LLC	08/19/24	15834	\$ 47,535.00
CARTHON, MARVA	08/19/24	15835	\$ 236.94
CASA FOR KIDS	08/19/24	15797	\$ 60.00
CLEVELAND ASPHALT PRODUCTS, INC.	08/19/24	15823	\$ 6,933.12
EDMONDS INSURANCE AGENCY	08/19/24	15798	\$ 104.06
EDMONDS INSURANCE AGENCY	08/19/24	15799	\$ 50.00
EDMONDS INSURANCE AGENCY	08/19/24	15800	\$ 50.00
EVANS, CHARLENE	08/19/24	15794	\$ 502.72
FORD, RUSSELL	08/19/24	15821	\$ 101.89
FORD, RUSSELL	08/19/24	15822	\$ 83.13
FRANK, MICHAEL	08/19/24	15831	\$ 176.88
FRANK, MICHAEL	08/19/24	15832	\$ 465.28
HARDY, CHARLESTON	08/19/24	15833	\$ 597.27
HD SUPPLY	08/19/24	15803	\$ 3,115.87
HD SUPPLY	08/19/24	15804	\$ 453.16
HERMANN & ASSOCIATES	08/19/24	15827	\$ 825.00
HOMETOWN HARDWARE	08/19/24	15824	\$ 38.94
JACKSON JACQUIE	08/19/24	15836	\$ 100.00
JACKSON, MARIAN ELAINE	08/19/24	15802	\$ 115.00
JIMENEZ, STEPHANIE	08/19/24	15793	\$ 598.90
MARCH, MATTHEW	08/19/24	15818	\$ 92.11
MARCH, MATTHEW	08/19/24	15819	\$ 43.14
MARCH, MATTHEW	08/19/24	15820	\$ 33.50
PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	08/19/24	15795	\$ 1,495.67
PINEDA, MOISES	08/19/24	15829	\$ 597.27
QUILL CORPORATION	08/19/24	15825	\$ 330.33
ROCA CLEANING SERVICES	08/19/24	15838	\$ 300.00
ROCA CLEANING SERVICES	08/19/24	15839	\$ 900.00
SAN BERNARD ELECTRIC CO-OP	08/19/24	15809	\$ 16,986.32
SAN BERNARD ELECTRIC CO-OP	08/19/24	15810	\$ 376.59
SAN BERNARD ELECTRIC CO-OP	08/19/24	15811	\$ 378.97
SAN BERNARD ELECTRIC CO-OP	08/19/24	15812	\$ 265.57
SAN BERNARD ELECTRIC CO-OP	08/19/24	15813	\$ 219.88

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Vendors	Date Registered	Reg #	Amount Registered
SAN BERNARD ELECTRIC CO-OP	08/19/24	15814	\$ 476.04
SAN BERNARD ELECTRIC CO-OP	08/19/24	15815	\$ 413.35
SAN BERNARD ELECTRIC CO-OP	08/19/24	15816	\$ 2,172.48
SINGLETON, RONESHA	08/19/24	15837	\$ 100.00
TAYLOR, KAREN	08/19/24	15807	\$ 2,500.00
TEXAS PRIDE DISPOSAL	08/19/24	15805	\$ 135.48
VERIZON	08/19/24	15801	\$ 200.05
VERIZON	08/19/24	15808	\$ 299.00
W.L. SIMON MORTUARY TRANSPORT	08/19/24	15806	\$ 1,879.00
WALLER COUNTY CHILD WELFARE CHARITY	08/19/24	15796	\$ 60.00
DEPARTMENT OF INFORMATION RESOURCES	08/21/24	15841	\$ 458.75
DRC EMERGENCY SERVICES, LLC	08/21/24	15843	\$ 49,560.00
DRC EMERGENCY SERVICES, LLC	08/21/24	15844	\$ 87,640.00
DRC EMERGENCY SERVICES, LLC	08/21/24	15845	\$ 107,496.25
EDMONDS INSURANCE AGENCY	08/21/24	15858	\$ 95.56
HARRIS COUNTY RADIO SERVICES	08/21/24	15863	\$ 30.00
HARRIS COUNTY RADIO SERVICES	08/21/24	15864	\$ 30.00
HARRIS COUNTY RADIO SERVICES	08/21/24	15865	\$ 30.00
HARRIS COUNTY RADIO SERVICES	08/21/24	15866	\$ 30.00
HOMETOWN HARDWARE	08/21/24	15859	\$ 5.99
HOMETOWN HARDWARE	08/21/24	15860	\$ 166.95
HOMETOWN HARDWARE	08/21/24	15861	\$ 70.54
HOMETOWN HARDWARE	08/21/24	15862	\$ 90.64
HUMANE EDUCATORS OF TEXAS	08/21/24	15842	\$ 200.00
INSTITUTE OF POLICE TECHNOLOGY & MGMT.	08/21/24	15848	\$ 1,095.00
INSTITUTE OF POLICE TECHNOLOGY & MGMT.	08/21/24	15850	\$ 1,095.00
INSTITUTE OF POLICE TECHNOLOGY & MGMT.	08/21/24	15851	\$ 1,095.00
INSTITUTE OF POLICE TECHNOLOGY & MGMT.	08/21/24	15852	\$ 1,095.00
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15867	\$ 899.24
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15868	\$ 82.89
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15869	\$ 70.89
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15870	\$ 51.89
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15871	\$ 31.82
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15872	\$ 106.19
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15873	\$ 106.47
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15874	\$ 426.64
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15875	\$ 25.66
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15876	\$ 50.16
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15877	\$ 383.03
ODP BUSINESS SOLUTIONS, LLC	08/21/24	15878	\$ 103.75
PAULK, JONATHON	08/21/24	15849	\$ 288.00
PEEL & ASSOCIATES RESEARCH GROUP INC.	08/21/24	15840	\$ 3,390.00
RANDALL, JIMMIE	08/21/24	15847	\$ 160.00
STEINHAUSER'S	08/21/24	15855	\$ 42.99
STEINHAUSER'S	08/21/24	15856	\$ 49.99
TEXAS STAR TRANSPORT, LLC	08/21/24	15879	\$ 3,276.66
TEXAS STAR TRANSPORT, LLC	08/21/24	15880	\$ 3,231.77
TEXAS STAR TRANSPORT, LLC	08/21/24	15881	\$ 3,141.81
TEXAS STAR TRANSPORT, LLC	08/21/24	15882	\$ 2,426.48
TEXAS STAR TRANSPORT, LLC	08/21/24	15883	\$ 3,236.98
TRINITY SERVICES GROUP, INC.	08/21/24	15853	\$ 4,624.97
ULBRICHI, DAWN	08/21/24	15846	\$ 288.00
VICTORY SUPPLY	08/21/24	15854	\$ 558.00
WALLER COUNTY APPRAISAL DISTRICT	08/21/24	15857	\$ 183,309.50
5M LEGACY PROPERTIES, LLC	08/22/24	15934	\$ 3,575.00
ALSCO, INC.	08/22/24	15933	\$ 334.11
BEN E. SMITH TRACTORS, INC.	08/22/24	15929	\$ 54,150.00
C&G WHOLESALE	08/22/24	15915	\$ 559.78
C&G WHOLESALE	08/22/24	15916	\$ 420.85
C&G WHOLESALE	08/22/24	15917	\$ 100.98
C&G WHOLESALE	08/22/24	15918	\$ 713.66
C&G WHOLESALE	08/22/24	15919	\$ 214.32
C&G WHOLESALE	08/22/24	15920	\$ 324.71
C&G WHOLESALE	08/22/24	15921	\$ 283.77
C&G WHOLESALE	08/22/24	15922	\$ 199.00
C&G WHOLESALE	08/22/24	15923	\$ 54.99
C&G WHOLESALE	08/22/24	15924	\$ 97.94
C&G WHOLESALE	08/22/24	15925	\$ 179.97
CINTAS	08/22/24	15912	\$ 41.76
GRAINGER	08/22/24	15926	\$ 3,945.33
INGRAM LIBRARY SERVICES	08/22/24	15931	\$ 360.16
L.V. RICHARDSON LAW OFFICE, PLLC	08/22/24	15914	\$ 375.00
NAPA AUTO PARTS	08/22/24	15898	\$ 122.92
NAPA AUTO PARTS	08/22/24	15899	\$ (54.00)

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Treasurer's Record of Unpaid Claims	As of 8/31/2024		
	Date Registered	Reg #	Amount Registered
Vendors			
NAPA AUTO PARTS	08/22/24	15900	\$ 144.90
NAPA AUTO PARTS	08/22/24	15901	\$ (81.00)
NAPA AUTO PARTS	08/22/24	15902	\$ 101.42
NAPA AUTO PARTS	08/22/24	15903	\$ (81.00)
NAPA AUTO PARTS	08/22/24	15904	\$ (18.00)
NAPA AUTO PARTS	08/22/24	15905	\$ 276.00
NAPA AUTO PARTS	08/22/24	15906	\$ (267.00)
NAPA AUTO PARTS	08/22/24	15907	\$ 23.99
NAPA AUTO PARTS	08/22/24	15908	\$ 107.94
NAPA AUTO PARTS	08/22/24	15909	\$ 60.99
NAPA AUTO PARTS	08/22/24	15910	\$ 485.03
NAPA AUTO PARTS	08/22/24	15911	\$ (331.60)
NETPROTEC LLC	08/22/24	15930	\$ 600.00
O'REILLY AUTO PARTS	08/22/24	15884	\$ 63.97
O'REILLY AUTO PARTS	08/22/24	15885	\$ 34.98
O'REILLY AUTO PARTS	08/22/24	15886	\$ (74.05)
O'REILLY AUTO PARTS	08/22/24	15887	\$ 21.00
O'REILLY AUTO PARTS	08/22/24	15888	\$ 12.99
O'REILLY AUTO PARTS	08/22/24	15889	\$ 20.88
O'REILLY AUTO PARTS	08/22/24	15890	\$ 52.45
O'REILLY AUTO PARTS	08/22/24	15891	\$ 26.98
O'REILLY AUTO PARTS	08/22/24	15892	\$ 15.98
O'REILLY AUTO PARTS	08/22/24	15893	\$ 13.99
O'REILLY AUTO PARTS	08/22/24	15894	\$ 246.91
O'REILLY AUTO PARTS	08/22/24	15896	\$ 179.86
O'REILLY AUTO PARTS	08/22/24	15897	\$ (65.00)
TEXAS DRAINAGE	08/22/24	15913	\$ 77,824.00
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC.	08/22/24	15928	\$ 859.40
WALLER COUNTY ASPHALT	08/22/24	15927	\$ 23,352.90
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/22/24	15932	\$ 4,527.09
NICK CANTO FORENSIC1CONSULTING	08/23/24	15954	\$ 2,035.00
ALSCO, INC.	08/23/24	15941	\$ 334.23
ANGELO, VALERIE	08/23/24	15955	\$ 32.46
CLEVELAND ASPHALT PRODUCTS, INC.	08/23/24	15943	\$ 13,840.00
HALFF	08/23/24	15942	\$ 21,383.97
HARDY, CHARLESTON	08/23/24	15960	\$ 11.31
JENKINS, TOMMIE	08/23/24	15956	\$ 600.00
JOHNSTONE SUPPLY	08/23/24	15935	\$ (181.28)
LAW OFFICE OF ROBERT CARDENAS	08/23/24	15965	\$ 1,500.00
LINMARIE GARSEE & ASSOCIATES	08/23/24	15957	\$ 675.00
LINMARIE GARSEE & ASSOCIATES	08/23/24	15958	\$ 1,425.00
MACE, DAVID	08/23/24	15946	\$ 320.00
MATHIS, MELISSA	08/23/24	15945	\$ 146.06
QUILL CORPORATION	08/23/24	15936	\$ 37.39
QUILL CORPORATION	08/23/24	15937	\$ 117.89
QUILL CORPORATION	08/23/24	15938	\$ 16.71
QUILL CORPORATION	08/23/24	15939	\$ 185.40
RAINER, LAURIN	08/23/24	15944	\$ 53.60
SIMON, DANIELLE	08/23/24	15947	\$ 97.96
SIMON, DANIELLE	08/23/24	15948	\$ 979.12
SIMON, DANIELLE	08/23/24	15949	\$ 62.98
SIMON, DANIELLE	08/23/24	15950	\$ 46.90
SIMON, DANIELLE	08/23/24	15951	\$ 37.52
SIMON, DANIELLE	08/23/24	15952	\$ 29.48
SIMON, DANIELLE	08/23/24	15953	\$ 50.92
TAYLOR, VIRGIL	08/23/24	15959	\$ 160.00
THE LAW OFFICE OF DANIEL LAZARINE, PLLC	08/23/24	15964	\$ 11,062.50
WALLER COUNTY DISTRICT ATTORNEY'S OFFICE	08/23/24	15961	\$ 104.75
WALLER COUNTY DISTRICT ATTORNEY'S OFFICE	08/23/24	15962	\$ 50.00
WALLER COUNTY DISTRICT ATTORNEY'S OFFICE	08/23/24	15963	\$ 50.00
A&J VIDEO PHOTOGRAPHY	08/26/24	15983	\$ 150.00
AGUILAR, ALFONSO	08/26/24	15976	\$ 800.00
AMAZON CAPITAL SERVICES	08/26/24	15981	\$ 45.96
AMAZON CAPITAL SERVICES	08/26/24	15982	\$ 33.61
AMAZON CAPITAL SERVICES	08/26/24	15997	\$ 69.15
ANGELINA COUNTY, TEXAS	08/26/24	15989	\$ 2,620.00
AUSTIN EDUCATION	08/26/24	15993	\$ 746.60
AUTO GLASS INSTALLERS	08/26/24	16019	\$ 268.11
AUTO GLASS INSTALLERS	08/26/24	16020	\$ 345.93
AUTO GLASS INSTALLERS	08/26/24	16021	\$ 399.86
AUTO GLASS INSTALLERS	08/26/24	16022	\$ 280.20
AUTO GLASS INSTALLERS	08/26/24	16023	\$ 293.72
AUTO GLASS INSTALLERS	08/26/24	16024	\$ 345.93
AUTO GLASS INSTALLERS	08/26/24	16025	\$ 307.19

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Vendors	Date Registered	Reg #	Amount Registered
AUTO GLASS INSTALLERS	08/26/24	16026	\$ 355.01
AUTO GLASS INSTALLERS	08/26/24	16027	\$ 399.86
BRAZOS COUNTY	08/26/24	15990	\$ 4,650.00
CANON FINANCIAL SERVICES, INC.	08/26/24	15994	\$ 418.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15967	\$ 90.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15968	\$ 40.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15969	\$ 40.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15970	\$ 40.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15971	\$ 40.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15972	\$ 290.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15973	\$ 40.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15974	\$ 40.00
COLLIER EQUINE VET SERVICE, PA	08/26/24	15975	\$ 40.00
EMERGENCY FLEET SERVICES	08/26/24	15996	\$ 1,500.00
FATERKOWSKI'S TRANSMISSIONS	08/26/24	15984	\$ 912.54
FATERKOWSKI'S TRANSMISSIONS	08/26/24	15985	\$ 854.47
FATERKOWSKI'S TRANSMISSIONS	08/26/24	15986	\$ 915.04
FEDEX	08/26/24	16000	\$ 13.99
HOMETOWN HARDWARE	08/26/24	15966	\$ 78.96
INGRAM LIBRARY SERVICES	08/26/24	15978	\$ 10.61
INGRAM LIBRARY SERVICES	08/26/24	15979	\$ 16.96
INGRAM LIBRARY SERVICES	08/26/24	15980	\$ 15.37
IVM SOLUTIONS, LLC	08/26/24	15977	\$ 27,900.00
J & D OIL SERVICE	08/26/24	15988	\$ 45.00
JARVIS TIRE AND WHEEL LLC	08/26/24	16015	\$ 773.76
JARVIS TIRE AND WHEEL LLC	08/26/24	16016	\$ 540.80
JARVIS TIRE AND WHEEL LLC	08/26/24	16017	\$ 5,560.52
JARVIS TIRE AND WHEEL LLC	08/26/24	16018	\$ 1,827.10
MONTGOMERY COUNTY JUVENILE DEPT.	08/26/24	15991	\$ 1,400.00
NAPA AUTO PARTS	08/26/24	16002	\$ 290.43
NAPA AUTO PARTS	08/26/24	16003	\$ 150.13
NAPA AUTO PARTS	08/26/24	16004	\$ 10.66
NAPA AUTO PARTS	08/26/24	16005	\$ 359.41
NAPA AUTO PARTS	08/26/24	16006	\$ 319.00
NAPA AUTO PARTS	08/26/24	16007	\$ 29.95
NAPA AUTO PARTS	08/26/24	16008	\$ 457.24
NAPA AUTO PARTS	08/26/24	16009	\$ 105.30
NAPA AUTO PARTS	08/26/24	16010	\$ 150.13
NAPA AUTO PARTS	08/26/24	16011	\$ 291.62
NAPA AUTO PARTS	08/26/24	16012	\$ 300.24
NAPA AUTO PARTS	08/26/24	16013	\$ 70.89
NEOTERIC HOVERCRAFT, INC.	08/26/24	15998	\$ 106,286.00
O'REILLY AUTO PARTS	08/26/24	16028	\$ 40.78
O'REILLY AUTO PARTS	08/26/24	16029	\$ 18.22
O'REILLY AUTO PARTS	08/26/24	16030	\$ 34.53
O'REILLY AUTO PARTS	08/26/24	16031	\$ 20.39
O'REILLY AUTO PARTS	08/26/24	16032	\$ 95.16
O'REILLY AUTO PARTS	08/26/24	16033	\$ 52.96
O'REILLY AUTO PARTS	08/26/24	16034	\$ 240.49
O'REILLY AUTO PARTS	08/26/24	16035	\$ 103.56
O'REILLY AUTO PARTS	08/26/24	16036	\$ 7.99
O'REILLY AUTO PARTS	08/26/24	16037	\$ 182.00
O'REILLY AUTO PARTS	08/26/24	16038	\$ 51.19
O'REILLY AUTO PARTS	08/26/24	16039	\$ 92.15
O'REILLY AUTO PARTS	08/26/24	16040	\$ 379.92
O'REILLY AUTO PARTS	08/26/24	16041	\$ 179.62
PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	08/26/24	15995	\$ 2,891.18
PITNEY BOWES INC.	08/26/24	16001	\$ 141.00
QUILL CORPORATON	08/26/24	15987	\$ 62.62
ROTHE, DANNY	08/26/24	16014	\$ 1,188.27
TEXAS STAR TRANSPORT, LLC	08/26/24	16052	\$ 3,771.18
TEXAS STAR TRANSPORT, LLC	08/26/24	16053	\$ 3,783.86
TEXAS STAR TRANSPORT, LLC	08/26/24	16054	\$ 3,769.30
TEXAS STAR TRANSPORT, LLC	08/26/24	16055	\$ 3,741.38
TEXAS STAR TRANSPORT, LLC	08/26/24	16056	\$ 3,737.67
TEXAS STAR TRANSPORT, LLC	08/26/24	16057	\$ 3,829.31
TRACK GROUP	08/26/24	15992	\$ 149.25
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16042	\$ 70.08
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16043	\$ 420.84
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16044	\$ 332.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16045	\$ 388.87
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16046	\$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16047	\$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16048	\$ 7.00

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Vendors			
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16049	\$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16050	\$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16051	\$ 986.31
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16058	\$ 109.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16059	\$ 250.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/26/24	16060	\$ 125.00
AGUILAR, ALFONSO	08/27/24	16114	\$ 200.00
AGUILAR, ALFONSO	08/27/24	16115	\$ 200.00
ALSCO	08/27/24	16104	\$ 55.00
AMAZON CAPITAL SERVICES	08/27/24	16100	\$ 81.88
AMAZON CAPITAL SERVICES	08/27/24	16101	\$ 21.68
AMG PRINTING & MAILING	08/27/24	16090	\$ 1,609.59
APPEL FORD MERCURY	08/27/24	16097	\$ 786.77
APPEL FORD MERCURY	08/27/24	16098	\$ 92.79
APPEL FORD MERCURY	08/27/24	16099	\$ 1,461.63
BILL'S TIRE COMPANY	08/27/24	16102	\$ 871.96
BLUEBONNET HERB FARM	08/27/24	16074	\$ 450.00
C&G WHOLESALE	08/27/24	16071	\$ 293.64
C&G WHOLESALE	08/27/24	16072	\$ 1,755.36
CAPITAL ONE	08/27/24	16111	\$ 3,235.01
CASA FOR KIDS	08/27/24	16075	\$ 272.00
COMMAND CPMUNICATIONS	08/27/24	16073	\$ 38,443.86
CYPRESS FLEET SERVICE	08/27/24	16069	\$ 853.94
DIRECTV	08/27/24	16065	\$ 171.23
ENTEC PEST MANGEMENT, INC.	08/27/24	16092	\$ 150.00
ENTEC PEST MANGEMENT, INC.	08/27/24	16093	\$ 75.00
ENTEC PEST MANGEMENT, INC.	08/27/24	16094	\$ 225.00
ENTEC PEST MANGEMENT, INC.	08/27/24	16095	\$ 350.00
GREAT SOUTHERN STABILIZED, LLC	08/27/24	16082	\$ 569.45
GUS GEORGE LAW ENFORCEMENT ACADEMY	08/27/24	16061	\$ 150.00
GUS GEORGE LAW ENFORCEMENT ACADEMY	08/27/24	16062	\$ 150.00
GUS GEORGE LAW ENFORCEMENT ACADEMY	08/27/24	16063	\$ 150.00
GUS GEORGE LAW ENFORCEMENT ACADEMY	08/27/24	16064	\$ 150.00
HD SUPPLY	08/27/24	16112	\$ 620.86
HERRMANN INTERNATIONAL	08/27/24	16103	\$ 120.00
HOMETOWN HARDWARE	08/27/24	16084	\$ 218.93
HOMETOWN HARDWARE	08/27/24	16085	\$ 110.87
HOMETOWN HARDWARE	08/27/24	16086	\$ 54.95
HOMETOWN HARDWARE	08/27/24	16087	\$ 24.99
INDUSTRIAL SCALE & MEASUREMENT	08/27/24	16070	\$ 1,471.50
JONES, KRISTI	08/27/24	16078	\$ 100.00
KIMBALL MIDWEST	08/27/24	16088	\$ 2,937.22
LJA ENGINEERING, INC	08/27/24	16109	\$ 200,241.53
MATAGORDA CONSTRUCTION & MATERIALS	08/27/24	16091	\$ 65,025.00
MUSTANG CAT	08/27/24	16119	\$ (75.00)
MUSTANG CAT	08/27/24	16120	\$ 999.15
NORTHERN SAFETY CO., INC.	08/27/24	16083	\$ 214.72
O'REILLY AUTO PARTS	08/27/24	16081	\$ 67.20
PETERSON, WILLIAM	08/27/24	16077	\$ 100.00
PINNACLE MEDICAL MANAGEMENT	08/27/24	16113	\$ 455.00
STEINHAUSER'S	08/27/24	16066	\$ 53.49
STEINHAUSER'S	08/27/24	16067	\$ 79.99
STEINHAUSER'S	08/27/24	16068	\$ 78.32
STEINHAUSER'S	08/27/24	16116	\$ 113.95
THE WALLER COUNTY EXPRESS	08/27/24	16110	\$ 296.00
TRINITY SERVICES GROUP, INC.	08/27/24	16117	\$ 4,667.78
TRINITY SERVICES GROUP, INC.	08/27/24	16118	\$ 982.29
ULINE SHIPPING SUPPLY SPECIALISTS	08/27/24	16096	\$ 1,317.50
UNITED AG & TURF	08/27/24	16108	\$ 643.68
WALLER CCWBC, INC	08/27/24	16076	\$ 336.00
WALLER COUNTY ASPHALT	08/27/24	16079	\$ 15,880.20
WALLER COUNTY ASPHALT	08/27/24	16080	\$ 46,959.45
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/27/24	16105	\$ 85.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/27/24	16106	\$ 85.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	08/27/24	16107	\$ 125.00
XEROX FINANCIAL SERVICES	08/27/24	16089	\$ 477.00
EDMONDS INSURANCE AGENCY	08/28/24	16138	\$ 104.06
HOMETOWN HARDWARE	08/28/24	16139	\$ 110.66
INTERSTATE BILLING SERVICE, INC.	08/28/24	16122	\$ 3,058.60
INTERSTATE BILLING SERVICE, INC.	08/28/24	16123	\$ 45.25
LONNIE LISCHKA COMPANY, L.P	08/28/24	16137	\$ 28,739.10
MUSTANG CAT	08/28/24	16121	\$ 1,381.94
PCN STRATEGUES, INC.	08/28/24	16129	\$ 1,195.66
PCN STRATEGUES, INC.	08/28/24	16130	\$ 7,969.60

Item 5.

Treasurer's Record of Unpaid Claims		As of 8/31/2024	
Vendors	Date Registered	Reg #	Amount Registered
QUADIENT, INC.	08/28/24	16124	\$ 141.11
QUILL CORPORATION	08/28/24	16127	\$ 4.07
QUILL CORPORATION	08/28/24	16128	\$ 334.04
QUILL CORPORATION	08/28/24	16149	\$ 172.73
QUILL CORPORATION	08/28/24	16150	\$ 248.39
QUILL CORPORATION	08/28/24	16151	\$ 45.89
QUILL CORPORATION	08/28/24	16152	\$ 24.29
QUILL CORPORATION	08/28/24	16153	\$ 6.29
QUILL CORPORATION	08/28/24	16154	\$ 36.09
QUILL CORPORATION	08/28/24	16155	\$ 4.33
RECOVERY MONITORING SOLUTIONS	08/28/24	16140	\$ 100.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16141	\$ 100.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16142	\$ 100.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16143	\$ 240.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16144	\$ 100.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16145	\$ 100.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16146	\$ 100.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16147	\$ 100.00
RECOVERY MONITORING SOLUTIONS	08/28/24	16148	\$ 100.00
TEXAS COMMUNICATIONS OF BRYAN	08/28/24	16126	\$ 5,255.67
TEXAS JAIL ASSOCIATION	08/28/24	16125	\$ 30.00
TEXAS STATE UNIVERSITY	08/28/24	16132	\$ 315.00
TRINICOM COMMUNICATIONS, LLC	08/28/24	16134	\$ 45.68
TRINICOM COMMUNICATIONS, LLC	08/28/24	16135	\$ 131.97
TRINICOM COMMUNICATIONS, LLC	08/28/24	16136	\$ 243.44
TYLER TECHNOLOGIES, INC.	08/28/24	16131	\$ 38,627.97
UNION PACIFIC RAILROAD COMPANY	08/28/24	16133	\$ 324.37
TOTAL UNPAID			\$ 4,003,947.72

Item 5.

**WALLER COUNTY
GRANT SALARY ORDER
09/01/24 - 08/31/25**

**TEXAS JUVENILE JUSTICE DEPARTMENT
State Aid Grant**

	BUDGETED AMOUNT
Fund 318 - Department 578	
JPO2	\$ 54,600.00
 Fund 318 - Department 592	
Chief JPO	\$ 43,087.00
Assistant Chief JPO	\$ 66,607.00
JPO 1	\$ 12,665.00
JPO 3	\$ 6,000.00
JPO 4	\$ 6,000.00



Order to Adopt Juvenile Probation 2024-2025 Grant Budget

Amendment # **2024-02 (JP)**
Date Approved **Next Juvenile Board Meeting**

Under the local government code section 140.004 and Attorney General Opinion JC-0085, the Juvenile Board by order may amend the budget for state or county funds. Therefore, the following budget amendments to the 2024-2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<u>BUDGET AMENDMENTS:</u>					
318-000-423824	TJJD Grant	State Revenue	\$ -	\$ (356,165.00)	\$ (356,165.00)
318-578-510021	"	JPO 2	\$ -	\$ 54,600.00	\$ 54,600.00
318-578-520100	"	Social Security	\$ -	\$ 4,177.00	\$ 4,177.00
318-578-520201	"	Retirement TCDRS	\$ -	\$ 6,164.00	\$ 6,164.00
318-578-520300	"	Medical Insurance	\$ -	\$ 23,496.00	\$ 23,496.00
318-578-520400	"	Workers Compensation	\$ -	\$ 168.00	\$ 168.00
318-578-520500	"	Unemployment	\$ -	\$ 120.00	\$ 120.00
318-578-565504	"	Short Term Detention	\$ -	\$ 18,000.00	\$ 18,000.00
318-578-565015	"	Community Service Programs	\$ -	\$ 20,000.00	\$ 20,000.00
318-578-565030	"	Mental Health Testing/External	\$ -	\$ 8,000.00	\$ 8,000.00
318-592-510014	"	CJPO	\$ -	\$ 43,087.00	\$ 43,087.00
318-592-510029	"	Assistant Chief	\$ -	\$ 66,607.00	\$ 66,607.00
318-592-510033	"	Department Coordinator	\$ -	\$ 24,665.00	\$ 24,665.00
318-592-520100	"	Social Security	\$ -	\$ 10,279.00	\$ 10,279.00
318-592-520201	"	Retirement TCDRS	\$ -	\$ 15,170.00	\$ 15,170.00
318-592-520300	"	Medical Insurance	\$ -	\$ 13,150.00	\$ 13,150.00
318-592-520400	"	Workers Compensation	\$ -	\$ 414.00	\$ 414.00
318-592-520500	"	Unemployment	\$ -	\$ 296.00	\$ 296.00
318-592-530100	"	Supplies	\$ -	\$ 13,197.00	\$ 13,197.00
318-592-540700	"	Audit	\$ -	\$ 4,575.00	\$ 4,575.00
318-592-545300	"	Training	\$ -	\$ 30,000.00	\$ 30,000.00
NET TOTAL BUDGET AMENDMENT:				<u>\$ -</u>	

Purpose of budget amendment:

Certify the supplemental TJJD grant award of \$356,165.00 and create the 2024-2025 grant budget.

Other notes:

Name of State Agency : TJJD

Grant Period: 09-01-2024 to 08-31-2025

Approved by: Approved at the August 21, 2024 Juvenile Board Meeting and spread on the minutes in Commissioners Court on September 18, 2024

LGC : 111.0106**SPECIAL BUDGET FOR GRANT OR AID MONEY**

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts

Alan Younts
Waller County Auditor

836 Austin Street , Suite 221

Hempstead, Texas 77445

tel (979) 826-7740

a.younts@wallercounty.us



Order to Amend Juvenile Probation 2023-2024 Grant Budget

Amendment # **JP 2024-03**

Date Approved Next Juvenile Board Meeting

Under the local government code section 140.004 and Attorney General Opinion JC-0085, the Juvenile Board by order may amend the budget for state or county funds. Therefore, the following budget amendments to the 2023-2024 grant budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<u>BUDGET LINE ITEM TRANSFERS:</u>					
<u>From:</u>					
318-592-530100	TJJD Grant	Supplies	\$ 32,770.00	\$ (2,902.00)	\$ 29,868.00
318-592-545300	TJJD Grant	Travel & Training	\$ 30,000.00	\$ (728.00)	\$ 29,272.00
<u>To:</u>					
318-592-520300	TJJD Grant	Medical Insurance	\$ 12,400.00	\$ 3,630.00	\$ 16,030.00
<i>Net Change to Budget (Rev)/Exp</i>				<u>\$ -</u>	

Purpose of transfer:

The transfer is per email from Robin Pean received on August 19, 2024.

Alan Younts

9/10/2024

Alan Younts

Waller County Auditor

836 Austin Street , Suite 221

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Order to Amend 2024 Budget

Amendment # **2024-29**

Date Approved **09-18-2024**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<u>BUDGET AMENDMENTS:</u>					
245-000-423826	Brookshire Detention Pond	Federal Revenue	\$ -	\$ (6,732,697.00)	\$ (6,732,697.00)
245-551-560215	"	Administration	\$ -	\$ 527,861.00	\$ 527,861.00
245-551-582805	"	Construction	\$ -	\$ 3,649,858.00	\$ 3,649,858.00
245-551-582806	"	Engineering	\$ -	\$ 547,478.00	\$ 547,478.00
245-551-582807	"	Acquisition	\$ -	\$ 2,000,000.00	\$ 2,000,000.00
245-551-582808	"	Environmental	\$ -	\$ 7,500.00	\$ 7,500.00
NET TOTAL BUDGET AMENDMENT:				<u>\$ -</u>	

Purpose of budget amendment:

Certify the Brookshire Detention Pond GLO mitigation grant award of \$6,732,697.00 and amend the 2024 budget.

Other notes:

Name of Federal Agency: US Department of Housing and Urban Development

CFDA #: 14.228

CFDA Title: Community Development Block Grant Disaster Recovery Program

Grant Period: April 1, 2024 to July 31, 2026

Project #: B-18-DP-48-0002

Name of State Agency: General Land Office of Texas (GLO)

GLO Contract #: 24-065-015-E172

LGC: 111.0106 SPECIAL BUDGET FOR GRANT OR AID MONEY

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts

9/10/2024

Alan Younts

Waller County Auditor

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Hempstead, Texas 77445

tel (979) 826-7740

a.younts@wallercounty.us



Order to Amend 2024 Budget

Amendment # **2024-30****Date Approved** **09-18-2024**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET AMENDMENTS:</i>					
246-000-423826	Prairie View Water Plant	Federal Revenue	\$ -	\$ (2,041,703.00)	\$ (2,041,703.00)
246-552-560215	"	Administration	\$ -	\$ 81,102.00	\$ 81,102.00
246-552-582806	"	Engineering	\$ -	\$ 1,500,000.00	\$ 1,500,000.00
246-553-560215	"	Administration	\$ -	\$ 73,601.00	\$ 73,601.00
246-553-582805	"	Construction	\$ -	\$ 330,000.00	\$ 330,000.00
246-553-582806	"	Engineering	\$ -	\$ 49,500.00	\$ 49,500.00
246-553-582808	"	Environmental	\$ -	\$ 7,500.00	\$ 7,500.00
<i>NET TOTAL BUDGET AMENDMENT:</i>				<u>\$ -</u>	

Purpose of budget amendment:

Certify the Prairie View Water Plant GLO mitigation grant award of \$2,041,703.00 and amend the 2024 budget.

Other notes:

Name of Federal Agency: US Department of Housing and Urban Development

CFDA #: 14.228

CFDA Title: Community Development Block Grant Disaster Recovery Program

Grant Period: April 1, 2024 to April 30, 2026

Project #: B-18-DP-48-0002

Name of State Agency: General Land Office of Texas (GLO)

GLO Contract #: 24-065-016-E173

LGC: 111.0106 SPECIAL BUDGET FOR GRANT OR AID MONEY

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts

9/10/2024

Alan Younts

Waller County Auditor

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a.younts@wallercounty.us



Order to Amend 2024 Budget

Amendment # **2024-31****Date Approved** **09-18-2024**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes.
Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET LINE ITEM TRANSFERS:</i>					
<i>From:</i>					
125-505-530200	Sheriff-Jail	Supplies & Stationary	\$ 20,000.00	\$ (2,000.00)	\$ 18,000.00
125-505-563000	"	Training & Conference	\$ 12,000.00	\$ (5,000.00)	\$ 7,000.00
125-505-581800	"	Furniture & Equipment	\$ 25,000.00	\$ (12,500.00)	\$ 12,500.00
125-515-562305	Sheriff-Animal Control	Dues & Subscriptions	\$ 500.00	\$ (500.00)	\$ -
125-515-581700	"	Equipment	\$ 5,000.00	\$ (2,000.00)	\$ 3,000.00
125-516-545515	Sheriff-Admin	Equipment Rental/Repairs	\$ 15,000.00	\$ (2,000.00)	\$ 13,000.00
125-516-581800	"	Furniture & Equipment	\$ 4,000.00	\$ (2,000.00)	\$ 2,000.00
125-516-581805	"	Parks & Wildlife	\$ 750.00	\$ (500.00)	\$ 250.00
<i>To:</i>					
125-505-564300	Sheriff-Jail	Disinfectant & Soap	\$ 50,000.00	\$ 2,500.00	\$ 52,500.00
125-505-563900	"	Uniforms	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00
125-505-564600	"	Inmate Clothing	\$ 15,000.00	\$ 2,000.00	\$ 17,000.00
125-515-545300	Sheriff-Animal Control	Training	\$ 1,000.00	\$ 500.00	\$ 1,500.00
125-516-530204	Sheriff-Admin	K9 Supplies	\$ 5,000.00	\$ 2,000.00	\$ 7,000.00
125-516-563000	"	Training & Conference	\$ 41,114.00	\$ 5,500.00	\$ 46,614.00
125-516-563900	"	Uniforms	\$ 40,000.00	\$ 4,000.00	\$ 44,000.00
<i>Net Change to Budget (Rev)/Exp</i>				<i>\$ -</i>	

Purpose of transfer:

Transfers requested by Chief Flynt per emails dated 09-04-2024, 09-09-2024 and 09-11-2024. Several budget categories running short and these are an attempt to fund until the end of FY24.

Alan Younts

9/10/2024

Alan Younts
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Order to Amend 2024 Budget

Amendment # **2024-32**
Date Approved **09-18-2024**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE ITEM TRANSFERS:					
From:					
125-000-423824	General Revenue	State Revenue	\$ (856,575.00)	\$ 275,000.00	\$ (581,575.00)
125-416-510005	Criminal DA	Staff Salary	\$ 1,752,009.00	\$ (224,513.00)	\$ 1,527,496.00
125-416-520100	Criminal DA	Social Security	\$ 138,066.00	\$ (17,175.00)	\$ 120,891.00
125-416-520201	Criminal DA	Retirement TCDRS	\$ 203,760.00	\$ (25,347.00)	\$ 178,413.00
125-685-520303	Employee Benefits	Health Insurance	\$ 4,998,794.00	\$ (7,500.00)	\$ 4,991,294.00
125-685-520400	Employee Benefits	Workers Compensation	\$ 144,099.00	\$ (106.00)	\$ 143,993.00
125-685-520500	Employee Benefits	Unemployment	\$ 31,488.00	\$ (359.00)	\$ 31,129.00
To:					
324-000-423824	SB22 grant	State Revenue	\$ -	\$ (275,000.00)	\$ (275,000.00)
324-416-510005	SB22 grant	Staff Salary	\$ -	\$ 224,513.00	\$ 224,513.00
324-416-520100	SB22 grant	Social Security	\$ -	\$ 17,175.00	\$ 17,175.00
324-416-520201	SB22 grant	Retirement TCDRS	\$ -	\$ 25,347.00	\$ 25,347.00
324-416-520300	SB22 grant	Health Insurance	\$ -	\$ 7,500.00	\$ 7,500.00
324-416-520400	SB22 grant	Workers Compensation	\$ -	\$ 106.00	\$ 106.00
324-416-520500	SB22 grant	Unemployment	\$ -	\$ 359.00	\$ 359.00
Net Change to Budget (Rev)/Exp				\$ -	

Purpose of transfer:

Reclass SB22 DA grant award to state grant fund.

Alan Younts

9/10/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
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a.younts@wallercounty.us



Order to Amend 2024 Budget

Amendment # **2024-33**
Date Approved **09-18-2024**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET LINE ITEM TRANSFERS:</i>					
<i>From:</i>					
125-000-423824	General Revenue	State Revenue	\$ (581,575.00)	\$ 500,000.00	\$ (81,575.00)
125-516-510005	Sheriff Admin	Staff Salary	\$ 4,078,719.00	\$ (340,726.00)	\$ 3,737,993.00
125-516-520100	Sheriff Admin	Social Security	\$ 345,177.00	\$ (26,066.00)	\$ 319,111.00
125-516-520201	Sheriff Admin	Retirement TCDRS	\$ 509,417.00	\$ (38,468.00)	\$ 470,949.00
125-685-520303	Employee Benefits	Health Insurance	\$ 4,991,294.00	\$ (88,790.00)	\$ 4,902,504.00
125-685-520400	Employee Benefits	Workers Compensation	\$ 143,993.00	\$ (5,405.00)	\$ 138,588.00
125-685-520500	Employee Benefits	Unemployment	\$ 31,129.00	\$ (545.00)	\$ 30,584.00
<i>To:</i>					
325-000-423824	SB22 grant	State Revenue	\$ -	\$ (500,000.00)	\$ (500,000.00)
325-516-510005	SB22 grant	Staff Salary	\$ -	\$ 340,726.00	\$ 340,726.00
325-516-520100	SB22 grant	Social Security	\$ -	\$ 26,066.00	\$ 26,066.00
325-516-520201	SB22 grant	Retirement TCDRS	\$ -	\$ 38,468.00	\$ 38,468.00
325-516-520300	SB22 grant	Health Insurance	\$ -	\$ 88,790.00	\$ 88,790.00
325-516-520400	SB22 grant	Workers Compensation	\$ -	\$ 5,405.00	\$ 5,405.00
325-516-520500	SB22 grant	Unemployment	\$ -	\$ 545.00	\$ 545.00
<i>Net Change to Budget (Rev)/Exp</i>				<u>\$ -</u>	

Purpose of transfer:

Reclass SB22 Sheriff grant award to state grant fund.

Alan Younts

9/10/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us



Order to Amend 2024 Budget

Amendment # **2024-34**

Date Approved **09-18-2024**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ PART	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
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BUDGET LINE ITEM TRANSFERS:

From:

110-530-586000	R&B	Right of Way	\$ 200,000.00	\$ (150,000.00)	\$ 50,000.00
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To:

110-530-568455	R&B	Fleet Operations	\$ 375,000.00	\$ 150,000.00	\$ 525,000.00
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Net Change to Budget (Rev)/Exp

\$ -

Purpose of transfer:

Transfer requested per email from Ross McCall dated 09-11-2024 and is for unforeseen equipment repairs.

9/12/2024

Alan Younts

Waller County Auditor

836 Austin Street , Suite 221

Hempstead, Texas 77445

tel (979) 826-7740

a.younts@wallercounty.us

MONTHLY REPORT DUE TO COMMISSIONER'S COURT	
AUGUST 2024	
OFFICE	DATE RECEIVED
ANIMAL CONTROL	9/6/24
AUDITOR	9/4/24
CONSTABLE PCT#1	Late May report; 8/19/2024
CONSTABLE PCT#2	9/3/24
CONSTABLE PCT#3	
CONSTABLE PCT#4	
COUNTY CLERK	9/5/24
DISTRICT CLERK	9/5/24
ENVIRONMENTAL	8/1-8/8-8/15-8/21-8/29
FIRE MARSHALL	9/4/24
JP#1	8/16-9/5-9/5
JP#2	8/12-8/20-9/3
JP#3	8/15-8/19-9/3
JP#4	8/12-8/19-8/26-9/4
LIBRARY - HEMPSTEAD	9/4/24
LIBRARY- BROOKSHIRE	9/4/24
RECYCLE CENTER	8/28/24
ROAD AND BRIDGE	8/14-8/27-9/3
SHERIFF	9/6/24
TAX OFFICE	9/4/24



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

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

730 9th Street
Hempstead, Texas 77445

September 3 2024

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

Commissioners:

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

Account#	Owner	explanation	refund amount
R28951	Main Street Plaza Waller LLC	Value	\$520.63

Sincerely,

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

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2018 #68



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

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

730 9th Street
Hempstead, Texas 77445

September 3 2024

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

Commissioners:

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

Account#	Owner	explanation	refund amount
R11051	Hamilton Land Holdings LLC	Value	\$3,348.38
R15641	Garcia Jack	HS OA	\$1,235.47
R178330	Flores Orlando E	HS	\$ 513.67
R228296	Hamilton Land Holdings LLC	Value	\$1,499.57
R338698	Sara Katy 11 LLC	Value	\$7,568.04
R345372	Zafar Usman	HS	\$1,043.83
R371426	King Jolene	HS	\$ 917.71
R7530	Alpine Income Property OP LP	Value	\$6,421.64

Sincerely,

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

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2022 #26



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELburnE
Tax Assessor-Collector

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

730 9th Street
Hempstead, Texas 77445

September 3 2024

Honorable Judge Trey Duhon
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Hempstead, TX 77445

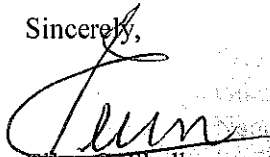
Commissioners:

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

Account#	Owner	explanation	refund amount
R11051	Hamilton Land Holdings LLC	Value	\$5,164.39
R14877	Thompson Michelle Denise	HS	\$ 603.43
R15641	Garcia Jack	HS OA	\$3,509.34
R178330	Flores Orlando E	HS	\$ 612.94
R20828	Cariaga Zina Lydia	DP	\$1,054.28
R228296	Hamilton Land Holdings LLC	Value	\$2,008.98
R240132	Hudy Frank L	HS	\$ 897.41
R30025	Anguiano Magdaleno & Olga	HS	\$ 564.24
R332546	Hat Steven & Brittany	HS	\$ 549.75
R345372	Zafar Usman	HS	\$1,249.09
R351283	Fuentes Joe Michael & Dallas	HS	\$ 976.78
R351557	Aguinaga Jorge A & Maria R	HS	\$1,112.63
R364420	Vollmering Justin Lance	HS	\$ 518.15
R371426	King Jolene	HS	\$2,230.46
R372253	Sanchez Rogelio		\$ 736.96
R372583	Asbury James	HS	\$1,555.06
R378773	KPBP Building 3 LLC	Value	\$3,127.64
R378774	KPBP Building 3 LLC	Value	\$2,188.09
R378804	Enzo Zinny Ada	HS	\$ 563.42
R379816	Hunt Gilbert Raymond	HS OA	\$ 563.75
R380192	Garriga Jan E & Eryn McCall	HS	\$ 613.67
R380193	Sanders Benjamin & Kelsey	HS	\$ 604.14

R380200	Wiggins London Oneil	HS	\$ 649.29
R380255	Guzman Hector D	HS	\$ 620.87
R380326	Nandargi Sunilkumar	HS	\$ 522.28
R387464	Burkeen Bobbie D & Noel	HS	\$ 524.71
3R387966	Dodson Bennett Randle	HS	\$1,286.26
R390120	Austin Gregory Bernard	HS DV	\$3,236.84
R392417	Lujan Alberto	HS	\$1,290.41
R398802	Portillo Rosalinda	HS	\$ 698.46
R399360	H&B Land Holdings LLC	Value	\$1,914.37
R399463	Reyes Israel	HS	\$1,153.72
R40258	Zuniga Santa C Diaz	HS	\$1,494.96
R6732	Braggs Margaret E	DV HS	\$1,154.24

Sincerely,



Ellen C. Shelburne

Waller County

Tax Assessor Collector

2023 #15



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELburnE
Tax Assessor-Collector

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

730 9th Street
Hempstead, Texas 77445

September 3 2024

Honorable Judge Trey Duhon

And

Honorable Commissioners' Court

Waller County

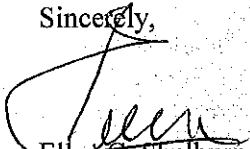
Hempstead, TX 77445

Commissioners:

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

Account#	Owner	explanation	refund amount
R338698	Sara Katy 11 LLC	Value	\$1,694.35

Sincerely,


Ellen C. Shelburne
Waller County
Tax Assessor Collector

2021 #38

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

KING
 Architectural Consulting Services PLLC

Billed To	Date of Issue	Invoice Number	Amount Due (USD)
Danny Rothe	07/31/2024	0000038	\$1,987.38
Waller County			
836 Austin Street	Due Date	Reference	
Hempstead, TX 77445	09/06/2024	Bus. Node - New CH	
		Pay App #21 & 506	
		Upgrades-Modular	
		Bldg Pay app #5	

Description	Rate	Qty	Line Total
Third Party Architectural Services 10 hour trip to WC on July 30th, 2024 for observation/review of Court-house Pay App #21 and Modular Bldgs Design services pay app #5. Plus 1 hour for pay app review in office.	\$150.00	11	\$1,650.00
Travel Expense, Mileage trip to Waller County - observation	\$0.585	412	\$241.02
Insurance Reimbursable	\$82.42	1	\$82.42
Travel Expense, lunch	\$13.94	1	\$13.94
	Subtotal		1,987.38
	Tax		0.00
	Total		1,987.38
	Amount Paid		0.00
	Amount Due (USD)		\$1,987.38

Notes

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the practices of per-

sons registered as architects in Texas. TDLR address: PO Box 12157, Austin, TX 78711. 800-803-9202.

Item 13.

Terms

Thank you!

Payment schedule King Architectural Consulting Services PLLC

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

Upcoming payment schedule

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

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

INVOICE #38

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

LUNCH:
TRIP TO WALLER COUNTY
7.30.24
MK

Item 13.

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

73

Host: Cashier 3 07/30/2024
73 12:38 PM
30075

Order Type: Dine-In

Memphian 9.99
Sea Salt Chips
Tea 2.89
Unsweet Tea

Subtotal 12.88

Total Tax 1.06

Dine-In Total 13.94

VISA-FP 13.94
Auth:06739D

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



409037284085

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

--- Check Closed ---

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

KING
 Architectural Consulting Services PLLC

Billed To	Date of Issue	Invoice Number	Amount Due (USD)
Danny Rothe	09/03/2024	0000040	\$2,000.65
Waller County			
836 Austin Street	Due Date	Reference	
Hempstead, TX 77445	10/10/2024	Bus. Node-New CH	
		Pay App #22, & Mod	
		Bldg Design pay app#6	

Description	Rate	Qty	Line Total
Third Party Architectural Services 10 hour trip to WC on Aug 2nd, review of CH pay app #22 and Modular Bldg Design pay app #6. 1 hour for pay app reviews in office	\$150.00	11	\$1,650.00
Travel Expense, Mileage trip to Waller County - observation	\$0.585	412	\$241.02
Insurance Reimbursable	\$109.63	1	\$109.63
Subtotal			2,000.65
Tax			0.00
Total			2,000.65
Amount Paid			0.00
Amount Due (USD)			\$2,000.65

Notes

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

Terms

Thank you!

Payment schedule

King Architectural Consulting Services PLLC

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

Upcoming payment schedule

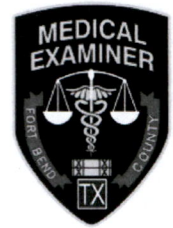
You will be charged the amounts listed below on the following dates:

September 7, 2024 \$109.67

- October 7, 2024 \$109.67
- November 7, 2024 \$109.67
- December 7, 2024 \$109.67
- January 7, 2025 \$109.67
- February 7, 2025 \$109.67
- March 7, 2025 \$109.67
- April 7, 2025 \$109.67
- May 7, 2025 \$109.67
- June 7, 2025 \$109.67
- July 7, 2025 \$109.67
- August 7, 2025 \$109.67

INVOICE # 0000040

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

**INVOICE**

Fort Bend Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471

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

Bill to

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

Ship to

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

Invoice details

Invoice no.: 1390
Terms: Net 30
Invoice date: 09/03/2024
Due date: 10/03/2024

Registration # **016263**
Joan Sargent Waller Co. Treasurer
Deputy mf Date 9/5/24

#	Date	Product or service	Description	Qty	Rate	Amount
1.	04/10/2024	Autopsy	Full Autopsy Case# 24-00923V ordered by Judge Ted Krenek	1	\$2,600.00	\$2,600.00
2.	05/02/2024	Autopsy	Full Autopsy Case# 24-01107' ordered by Judge Marian Jackson	1	\$2,600.00	\$2,600.00
3.	08/05/2024	Autopsy	Full Autopsy Case# 24-01986W ordered by Judge Ted Krenek	1	\$2,600.00	\$2,600.00
Total						\$7,800.00

SEP4'24AM8:56TREASURER

SEP3'24AM3:08AUDITOR

SEP5'24AM10:57AUDITOR

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

06680

INVOICE
September 3, 2024

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

Registration # **016260**
 Joan Sargent Waller Co. Treasurer
 Deputy mf Date 9/5/24

SEP4'24PM4:26TREASURER

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			One Man First Call - [REDACTED] - per Judge Ted Krenek				425.00
1			Body Bag- Regular				200.00
			Transported to Ft. Bend Co. ME				500.00
Balance Due							\$ 1125.00

Thank You,

Donna Schmidt Fricke
 Schmidt Funeral Home
 Brookshire, TX

SEP5'24AM10:56AUDITOR

24-050.

Item 17.

Waller
County

W.L. SIMON
MORTUARY TRANSPORT
"A NAME YOU CAN TRUST"

INVOICE#
479864

015806

Registration # 015806
Joan Sargent Waller Co. Treasurer
Deputy mf Date 8/19/24

Joan Sargent Waller Co. Treasurer
Deputy mf Date 8/19/24

[illegible]

Total \$ 1,879

Item 18.



INVOICE

Appriss Insights LLC
11432 LACKLAND ROAD
SAINT LOUIS, MO 63146

BILL TO:

Waller County
TX Vine Contact544
836 Austin Street, Room 221
Hempstead, TX 77445

Overview

Customer Number:	0245/102637
Invoice Date:	08/31/2024
Invoice Number:	2061975498
CURRENT INVOICE	\$4,507.59
Terms:	NET 30
Due Date:	09/30/2024

Account Summary

Previous Account Balance \$0.00

Current Charges

Current Invoice Subtotal	\$4,507.59
Current Tax Subtotal	\$0.00
Current Invoice Total	\$4,507.59

Total Account Balance: \$4,507.59

TO PAY OR VIEW INVOICE DETAILS ONLINE GO TO:

<https://invoice.equifax.com>

YOUR CUSTOMER NUMBER

0245/102637

Please return lower portion with payment and enter invoice payment amounts - DO NOT STAPLE



Waller County
2061975498 102637

Invoice Number	Balance	Applied Amount
2061975498	\$4,507.59	

Payment and contact information on back of remittance stub

**TOTAL
AMOUNT
ENCLOSED**

\$, , .

MAKE CHECKS PAYABLE TO

Appriss Insights LLC
4076 PAYSPIHERE CIRCLE
CHICAGO, IL 60674-4076



Customer Name: Waller County
Customer Number: 102637
Invoice Number: 2061975498
Invoice Date: 08/31/2024

Item 18.

SERVICE SUMMARY

Description	Quantity	Unit Amount	Amount
ALL LOCATIONS			
1 VINE-Quarterly	1	4,507.59000	\$4,507.59
Service Summary Total			\$4,507.59
VINE from 06/01/2024-08/31/2024			
1 VINE-Quarterly	1	4,507.59000	\$4,507.59
Location:000. Total			\$4,507.59
Service Summary Total			\$4,507.59
Service Subtotal			\$4,507.59

TAX SUMMARY

Jurisdiction	Product	Rate	Non-Taxable Amount	Taxable Amount	Total
TEXAS	1 - Information Services Delivered Electronically	0	\$4,507.59	\$0.00	\$0.00
AUSTIN METROPOLITAN TRANSIT AUTHORITY	1 - Information Services Delivered Electronically	0	\$4,507.59	\$0.00	\$0.00
AUSTIN	1 - Information Services Delivered Electronically	0	\$4,507.59	\$0.00	\$0.00
				Tax Subtotal	\$0.00
				CURRENT INVOICE TOTAL	\$4,507.59

Payment Instructions

Wire Transfer Details

Bank of America

Account Number: [REDACTED]

Routing Number: ACH/EFT - [REDACTED]

Customer Assistance: <https://theworknumber.com/support-for-verifiers/billing-and-invoicing/>

For Remittance Notices - please email ewspaymentinfo@equifax.com

TO PAY OR VIEW INVOICE DETAILS ONLINE GO TO:

<https://invoice.equifax.com>

YOUR CUSTOMER NUMBER

0245/102637



Customer Name: Waller County
Customer Number: 102637
Invoice Number: 2061975498
Invoice Date: 08/31/2024

STATEMENT OF ACCOUNT AS OF 08/31/2024

Transaction Date	Days Outstanding	Description	Transaction Number	Transaction Amount	Open Balance
08/31/2024	1	Invoice	2061975498	\$4,507.59	\$4,507.59
TOTAL ACCOUNT BALANCE					\$4,507.59

Item 18.

**** Intentionally left blank****



Important Update: Credit Card Surcharge

Dear Valued Client,

This notice outlines an upcoming change to the Equifax payment processing terms. Beginning October 1, 2024, a **2.7%** surcharge will be assessed on all payments made by U.S. customers using a credit card. This surcharge, which does not exceed our cost of acceptance, will not apply to debit card transactions. Please note that the surcharge will not be applied where restricted by law.

Alternate Payment Options:

To avoid incurring this surcharge, please consider **paying via ACH or check**. The remittance address for check payments can be found on your invoice.

Here are the details needed to set up ACH / wire payments:

Equifax Workforce Solutions

Bank of America

Routing Number:

Account Number:

If you have additional questions, please refer to the FAQs below, including contacts for questions you may have that are not included here.

Additional Information and Frequently Asked Questions:

What is a surcharge fee?

The surcharge is a fee that is assessed to all credit card payments for payment of your Equifax invoices. The surcharge fee is 2.7% of the total payment.

When will the credit card payment surcharge go into effect?

The credit card surcharge fee will go into effect on October 1st, 2024.

How can I avoid paying a surcharge fee?

We have other payment methods that do not assess a surcharge fee. We offer wire payment, ACH and check payment.

Can I make a credit card payment or ACH payment over the phone?

No. These payments cannot be made over the phone or through the mail. This security measure ensures the confidentiality of your payment information.

Who can I contact with questions?

Questions may be emailed to the following support teams for assistance:

Employer Services Billing Support: invoicesupport@equifax.com.

Verification Services Billing Support: verifierbilling@equifax.com.

Thank you.

Workforce Solutions



Commissioner's Court Date: 09-18-2024

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

Attest:

Debbie Hollan, County Clerk

Date: _____

Approved:

Alan Younts
Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge



Waller County, TX

Packet: APPKT06521 - RATIFIED CHECK GLO AGREEMENT # 24-065-016-E173

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
14666	GRANTWORKS	09/11/2024	Regular	0.00	63,756.40	1147910
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
001-E172	Invoice	08/13/2024	245/15745/AGREEMENT# 24-065-015-E1	0.00	52,345.00	
245-551-560215		Administration		245/15745/AGREEMENT#	52,345.00	
001-E173	Invoice	08/07/2024	246/15742/AGREEMENT#24-065-016-E17	0.00	11,411.40	
246-552-560215		Administration		246/15742/AGREEMENT#	5,982.31	
246-553-560215		Administration		246/15742/AGREEMENT#	5,429.09	
13221	LJA ENGINEERING, INC.	09/11/2024	Regular	0.00	45,705.00	1147911
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
202412945	Invoice	05/07/2024	246/15743/PROJECT# 5121-2401/GLO # 2	0.00	9,401.25	
246-552-582806		Engineering		246/15743/PROJECT# 512	9,401.25	
202418422	Invoice	06/14/2024	246/15744/PROJECT#5121-2401/GLO# 24	0.00	14,208.75	
246-552-582806		Engineering		246/15744/PROJECT#5121	14,208.75	
202421844	Invoice	07/11/2024	246/15762/PROJECT#5121-2401/GLO# 24	0.00	11,587.50	
246-552-582806		Engineering		246/15762/PROJECT#5121	11,587.50	
202426037	Invoice	08/07/2024	246/15763/PROJECT#5121-2401/GLO# 24	0.00	10,507.50	
246-552-582806		Engineering		246/15763/PROJECT#5121	10,507.50	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	2	0.00	109,461.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	6	2	0.00	109,461.40

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	9/2024	109,461.40
			<u>109,461.40</u>



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Subrecipient Information	II
Subrecipient Agreement.....	III

Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: Waller County
 EIN/TIN: 74-6001079
 UEI: LMJBNSDDVA94 UEI Expiration Date: April 10, 2025
 Address Line 1: 836 Austin Street, Suite 316
 Address Line 2: _____
 City: Hempstead
 State: Texas Zip (+4) 77445 - 4667

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: Brian Cantrell Position/Job Title: Emergency Management Coordinator
 Email: b.cantrell@wallercounty.us Phone Number: 979-826-7785

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: Carbett "Trey" J. Duhon, III Position/Job Title: County Judge
 Email: t.duhon@wallercounty.us Phone Number: 979-826-7700

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: Joan Sargent Position/Job Title: County Treasurer
 Email: j.sargent@wallercounty.us Phone Number: 979-826-7707



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F.R. §170.315](#), certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 C.F.R. §25.300](#), TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per [2 C.F.R. §170.320](#).
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

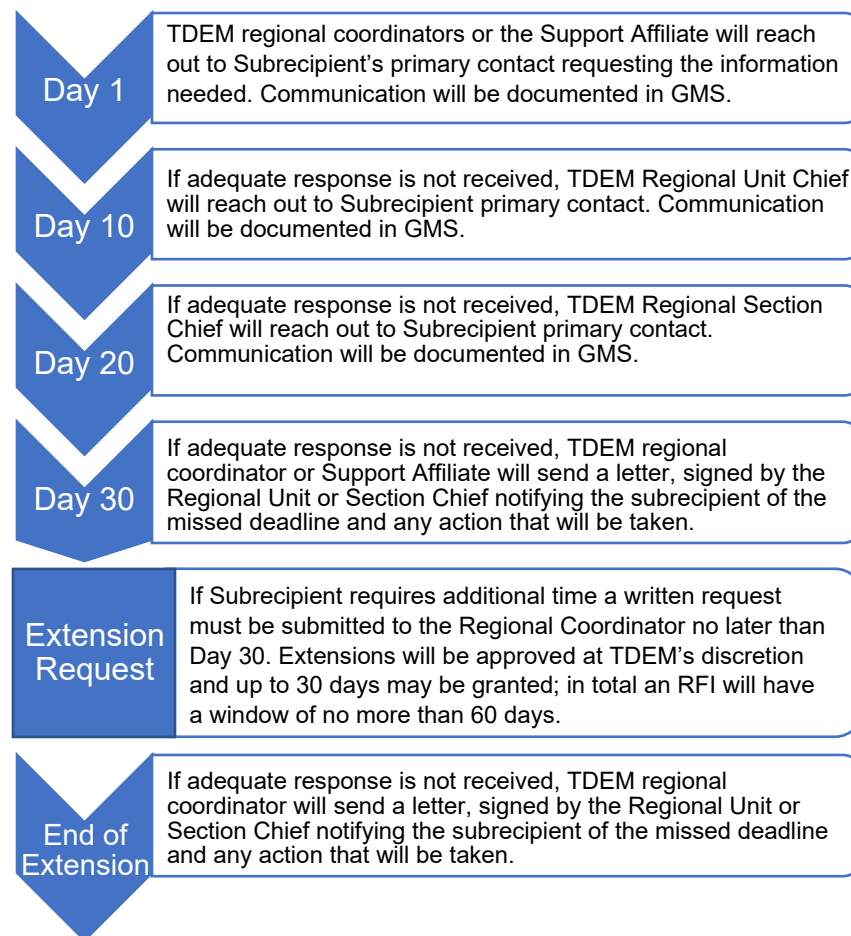


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

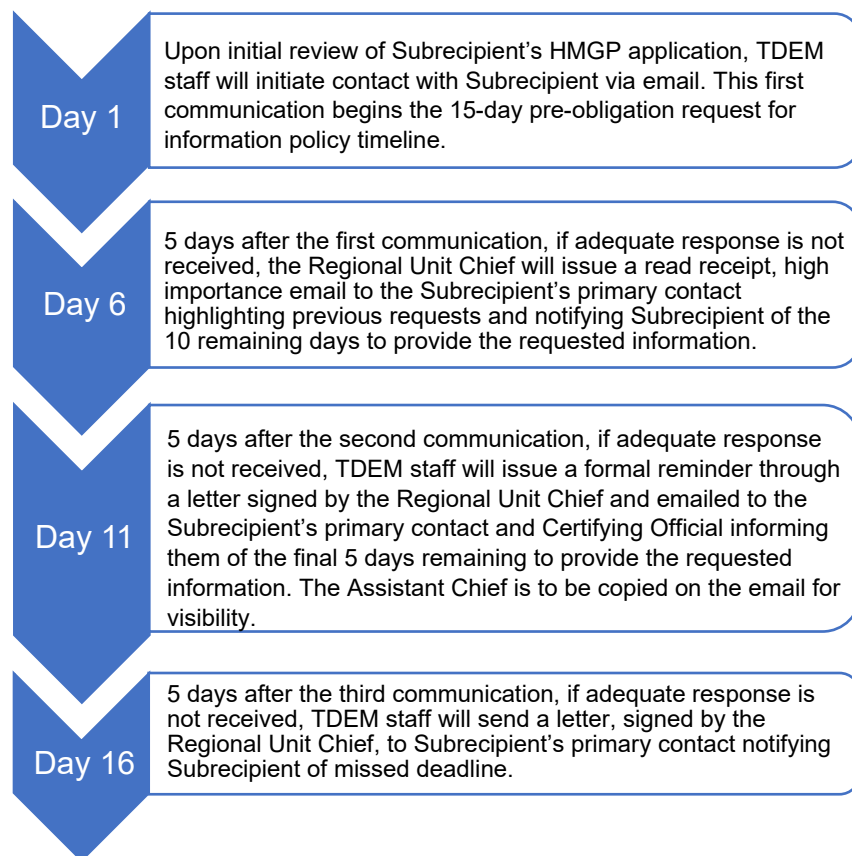


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
 - 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
 - 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.
3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, Carbett "Trey" J. Duhon, III, the undersigned and Certifying Official of
 Printed Name

Waller County understand that TDEM strongly encourages refresher
 Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.


 Signature

Agreement Authority


 Signature

Agreement (Section I – XXIX)


 Signature

Exhibit A: Assurance – Non-Construction Programs


 Signature

Exhibit B: Assurance – Construction Programs

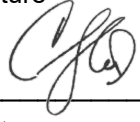

 Signature

Exhibit C: Certifications for Grant Agreements


 Signature

Exhibit D: State of Texas Assurances


 Signature

Exhibit E: Environmental Review Certification



 Signature

Exhibit F: Additional Grant Certifications



 Signature

Exhibit G: Request for Information Policy



 Signature

Exhibit H: Pre-Obligation Request for
Information Policy



 Signature

Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.



 Signature of Certifying Official

9/11/2024
 Date

Carbett "Trey" J. Duhon, III
 Printed Name

County Judge
 Title



WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Grange Water Treatment Plant No. 1

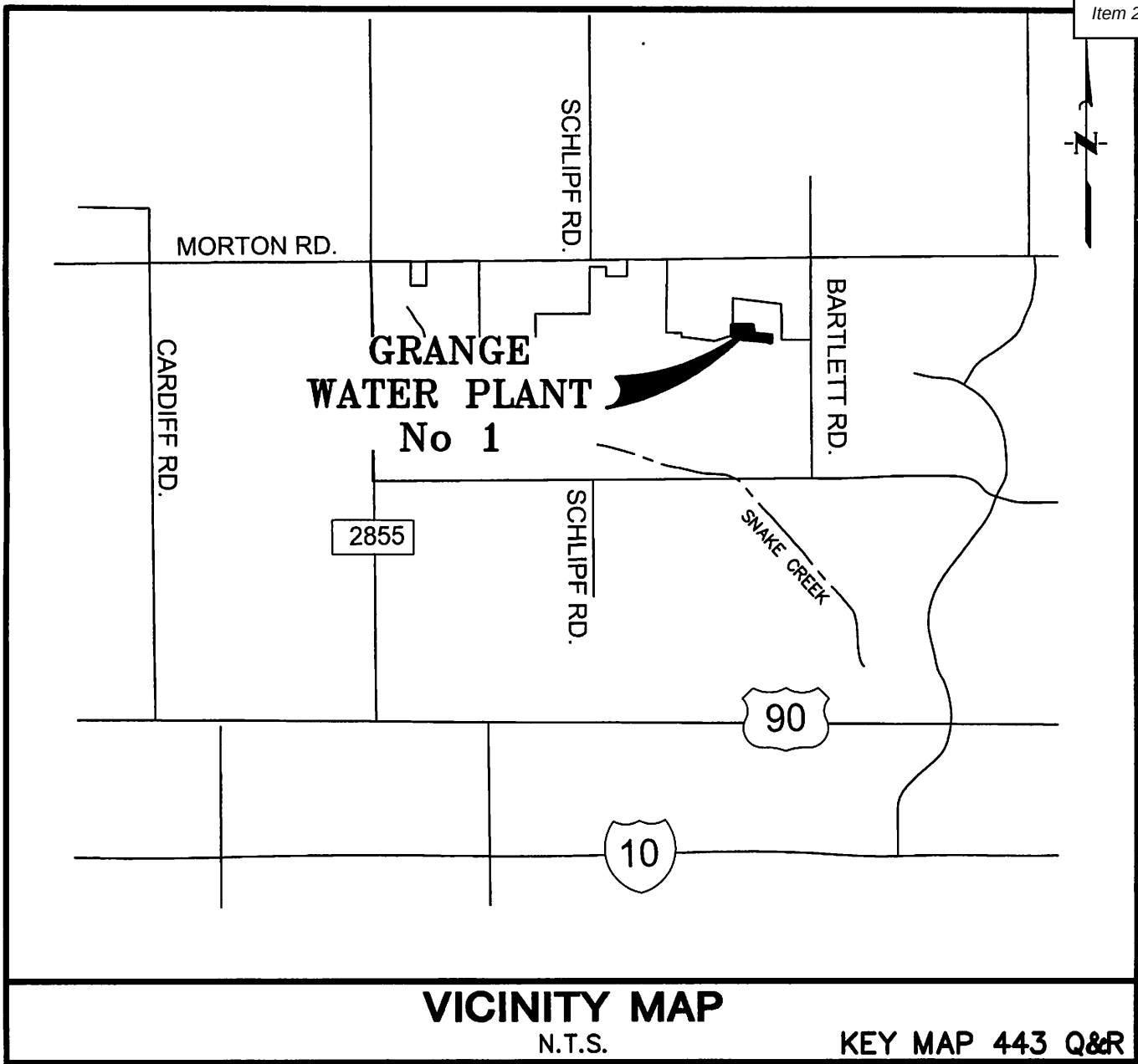
Date: September 18, 2024

Background

Final Plat of Grange Water Treatment Plant No. 1 which consists of 4.43 acres will include 1 Block and 1 Reserve in Precinct 4.

Staff Recommendation

Approve Plat



**FINAL PLAT OF
GRANGE
WATER PLANT No 1**

**A SUBDIVISION OF 4.43 ACRES OF LAND
OUT OF THE
H. & T. C. RAILROAD COMPANY SURVEY
SECTION 123, A-202
WALLER COUNTY, TEXAS**

1 RESERVE

1 BLOCK

JUNE 2024

DATE: JUNE 2024	FINAL PLAT OF GRANGE WATER PLANT NO 1	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT a Texas Limited Liability Company 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE NTS			
SHEET 1A OF 1			

K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Plat WP No.1 - PLAT.dwg Aug 22,2024 - 2:07pm CKJ

STATE OF TEXAS §
COUNTY OF WALLER §

A METES & BOUNDS description of a 4.43 acre tract of land in the H. & T. C. Railroad Company Survey Section 123, Abstract 202, Waller County, Texas, being out of and a part of the residue of that certain called 482.21 acre tract recorded under County Clerk's File Number 2216140, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 1/2-inch iron pipe with cap marked "Kalkomey Survey" found for a interior corner of the residue of said called 482.21 acre tract, same being a southeast corner of the residue of a called 618 acre tract recorded in Volume 384, Page 846, Deed Records, Waller County, Texas, for the southwest corner and Place of Beginning of the herein described tract, from which a 1/2-inch iron pipe with cap marked "Kalkomey Survey" found for the south corner of the residue of said adjoining called 618 acre tract, being an angle point in a north line of the residue of said called 481.21 acre tract, bears South 70 degrees 19 minutes 33 seconds West, 458.35 feet;

Thence North 02 degrees 04 minutes 53 seconds West along the west line of the herein described tract, same being an interior line of the residue of said called 481.21 acre tract and an east line of the residue of said adjoining called 618 acre tract, 240.92 feet to the upper northwest corner of the herein described tract;

Thence North 89 degrees 07 minutes 00 seconds East establishing the upper north line of the herein described tract, crossing the residue of said called 481.21 acre tract, 462.55 feet to the upper northeast corner of the herein described tract;

Thence South 06 degrees 19 minutes 01 second East establishing the upper east line of the herein described tract, 217.32 feet to the lower northwest corner of the herein described tract;

Thence South 86 degrees 37 minutes 12 seconds East establishing the lower north line of the herein described tract, 431.23 feet to the lower northeast corner of the herein described tract, being a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 06 degrees 34 minutes 51 seconds, an arc length of 134.38 feet, a radius of 1,170.00 feet, and a chord bearing South 01 degrees 52 minutes 01 second West, 134.31 feet to the southeast corner of the herein described tract;

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

- North 84 degrees 50 minutes 33 seconds West, 15.09 feet;
- North 34 degrees 09 minutes 02 seconds West, 14.10 feet;
- North 79 degrees 20 minutes 23 seconds West, 99.54 feet;
- North 86 degrees 37 minutes 12 seconds West, 726.05 feet;
- North 47 degrees 24 minutes 11 seconds West, 79.08 feet to the Place of Beginning and containing 4.43 acres of land, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N84°50'33"W	15.09'
L2	N34°09'02"W	14.10'
L3	N79°20'23"W	99.54'
L4	N47°24'11"W	79.08'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1,170.00'	6°34'51"	134.38'	S01°52'01"W	134.31'	67.26'

DATE: JUNE 2024

SCALE NTS

SHEET 1B OF 1

FINAL PLAT OF
GRANGE
WATER PLANT
NO 1

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
a Texas Limited Liability Company
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@johnsondev.com



QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

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Legend:

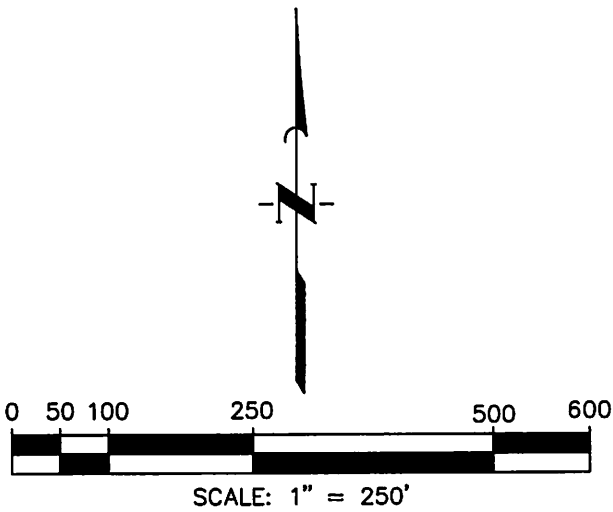
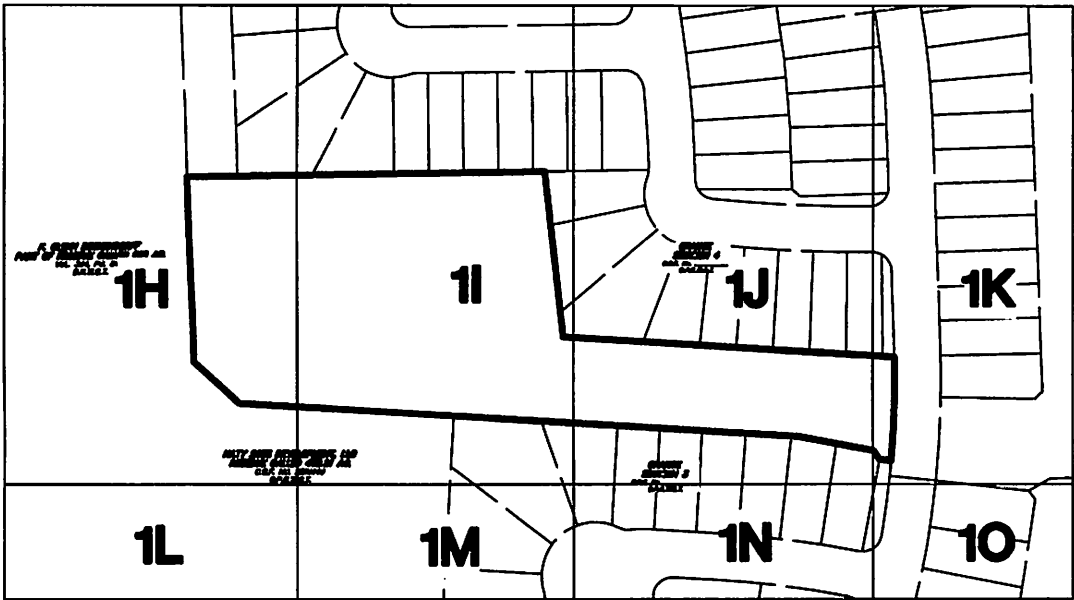
- AC "Acres"
- AE "Aerial Easement"
- C.C.F. "County Clerk's File"
- BL "Building Line"
- No "Number"
- O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
- O.R.W.C.T. "Official Records, Waller County, Texas"
- O.P.R.R.P.H.C.T. . "Official Public Records of Real Property, Harris County,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

General Notes:

1. This subdivision is proposed for single-family residential, detention and other related uses.
2. The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone, based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 1.00012342523191.
3. Elevations shown hereon are based on GPS observations taken October 12, 2022, and processed using data from CORS stations TXCM, TXLI, TXLM, TXLV, TXSO and TXWH.
4. Sidewalks shall be built or caused to be built not less than five feet in width on both sides of all dedicated rights-of-way within said plat and on the contiguous right-of-way of all perimeter roads surrounding said plat, in accordance with the A.D.A.
5. Site plans shall be submitted to Waller County and any other applicable jurisdiction for review and approval.
6. Development Permits and all other applicable permits shall be obtained from Waller County prior to beginning construction.
7. The drainage system for this subdivision is designed in accordance with the Brookshire-Katy Drainage District Criteria Manual.
8. All property to drain into the drainage easements only through an approved drainage structure.
9. All drainage easements to be kept clear of fences, buildings, vegetations, and other obstructions to the operation and maintenance of drainage facility.
10. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map number 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009, This tract also lies within LOMR 10-06-2439P dated July 8, 2011. for Waller County, Texas and incorporated areas. Unshaded Zone "X", is defined as areas determined to be outside the 0.2% annual chance floodplain.
11. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
12. Project site is within the City of Houston ETJ.
13. All pipelines and pipeline easements that exist within the boundaries of this plat are shown hereon.
14. Unless otherwise indicated, the building line (B.L.), whether one or more, shown on this subdivision plat are established to evidence compliance with the applicable provisions of Chapter 42, Code of Ordinances, City of Houston, Texas, in effect at the time this plat was approved, which may be amended from time to time.
15. Elevations shown hereon are based on GPS observations taken October 12, 2022, and processed using data from CORS stations TXCM, TXLI, TXLM, TXLV, TXSO and TXWH
16. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Stewart Title, File No. 24473032433, Dated February 1, 2024.
17. Tract is subject to Sanitary Control Easement recorded under C.C.F. NO. 231248.
18. Tract is subject to Agreement for Underground Electric Service recorded under C.C.F. No. 2408187, O.P.R.W.C.T."
19. Tract is subject to Pipeline right-of-way easements recorded under Vol. 48, Pg. 287, Vol. 74, Pg. 516, Vol. 87, Pg. 246, Vol. 94, Pg. 121, Vol. 109, Pg. 320, and Vol. 124, Pg. 24, D.R.W.C.T.

K:\17281\17281-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Plow WP No.1 - PLAT.dwg Aug 22,2024 - 2:07pm CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WATER PLANT NO 1	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT a Texas Limited Liability Company 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE 1"=60'			
SHEET 1C OF 1			



DATE: JUNE 2024

SCALE 1" = 250'

SHEET 1D OF 1

FINAL PLAT OF
GRANGE
WATER PLANT
NO 1

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
a Texas Limited Liability Company
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobro@johnsondev.com



QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Plat WP No.1 - PLAT.dwg Aug 22,2024 - 2:08pm CKJ

Certificate of Surveyor

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

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

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community No 480640, Map No. 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009 and revised under LOMR 10-06-2439P dated July 8, 2011.

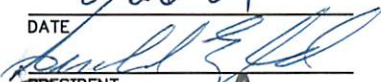
No Portion of this subdivision lies within the boundary of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community No 480640, Map No. 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009 and revised under LOMR 10-06-2439P dated July 8, 2011.

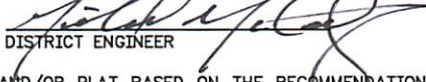



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

BROOKSHIRE-KATY DRAINAGE DISTRICT BKDD Permit No. 2024-19

APPROVED BY THE BOARD OF SUPERVISORS ON

2-26-24
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

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

K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Flow WP No.1 - PLAT.dwg Jul 03,2024 - 9:40am CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WATER PLANT NO 1	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobro@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1 OF 1			

STATE OF TEXAS

COUNTY OF WALLER

We, KATY 2855 DEVELOPMENT LLC, acting by and through Jacob Rice, Vice President, Owner hereinafter referred to as Owners of the 4.26 acre tract described in the above and foregoing map of GRANGE WASTEWATER TREATMENT PLANT do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

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

IN TESTIMONY WHEREOF, KATY 2855 DEVELOPMENT, LLC has caused these presents to be signed by Jacob Rice, Vice President, thereunto authorize, this 13TH day of JUNE, 2024.

KATY 2855 DEVELOPMENT LLC
By: Jacob Rice
Vice President

STATE OF TEXAS §
COUNTY OF Harris §

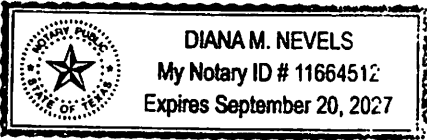
BEFORE ME, the undersigned authority, on this day personally appeared Jacob Rice, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of June, 2024.

Diana M. Nevels
Notary Public in and for the State of Texas

Diana M Nevels
Print Name

My commission expires: 9-20-2027



K:\17281\17281-0019-00 Flow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\Flow WWT-PLAT.dwg Jun 07,2024 - 11:01am CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77058 281-341-8198 Jacobrc@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1 OF 1			

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

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

Date

J. Ross McCall
County Engineer

STATE OF TEXAS

§

COUNTY OF WALLER

§

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

Debbie Hollan
Waller County,
Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

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

DATE: JUNE 2024	FINAL PLAT OF GRANGE WATER PLANT NO 1	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT a Texas Limited Liability Company 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1G OF 1			

K:\17281\17281-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Flow WP No.1 - PLAT.dwg Aug 22,2024 - 2:08pm CKJ

Item 22.

SANDYLAND PIPE LANE
(60' ROW)

18

17

16

15

14

13

12

11

10

N89°07'00"E 462.55'

9

S06°19'01"E 217.32'

8

①

MULTIPURPOSE EASEMENT
C.C.F. No.
2213227
O.P.R.W.C.T.

N86°37'12"W 726.05'

②

16

15

14

DEVELOPMENT, LLC
D 482.21 AC.
2216140
I.C.T.

DATE: JUNE 2024

SCALE 1"=80'

SHEET 1I OF 1

FINAL PLAT OF
GRANGE
WATER PLANT
NO 1

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
a Texas Limited Liability Company
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@johnsondev.com

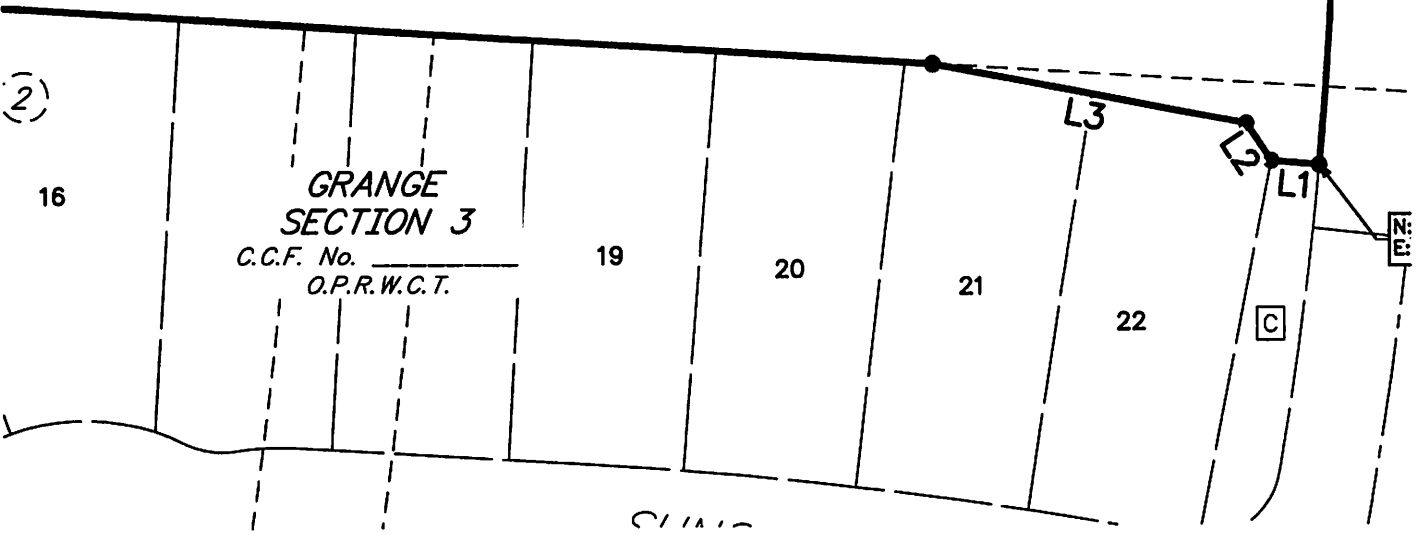
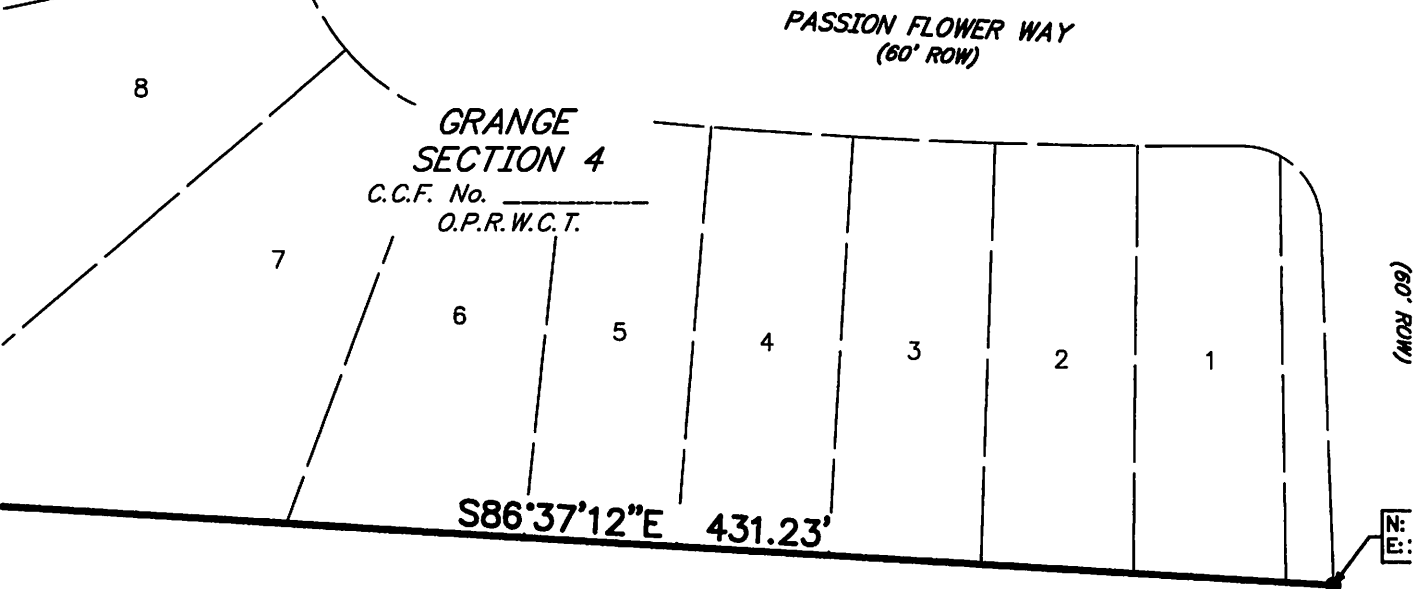


QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

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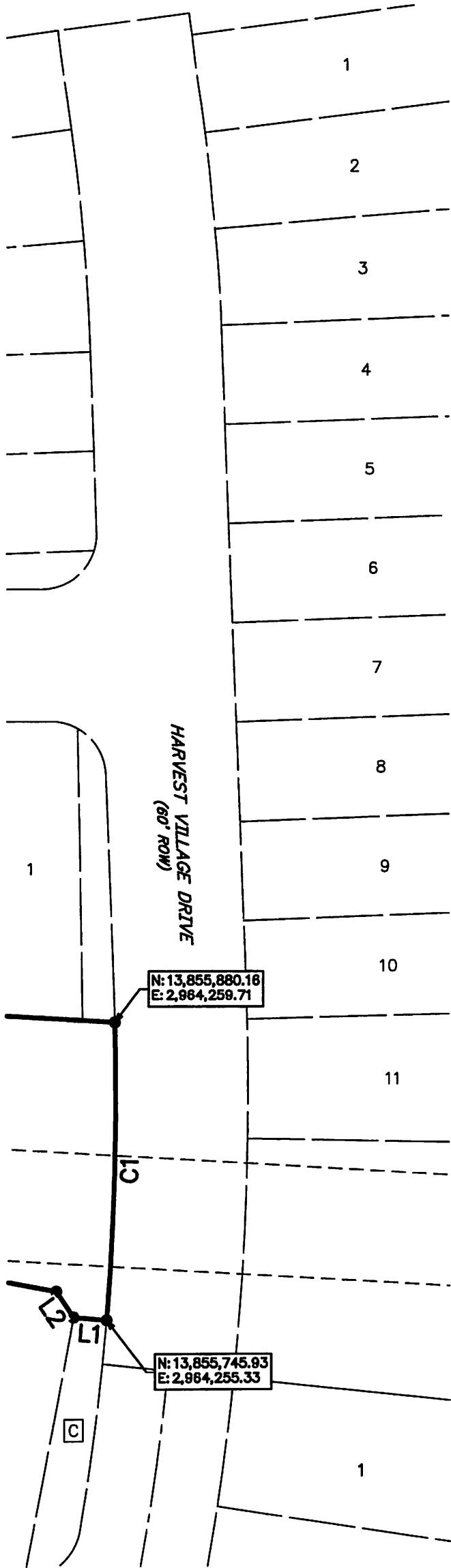
Item 22.



K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Flow WP No.1 - PLAT.dwg Aug 22,2024 - 2:09pm CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WATER PLANT NO 1	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT a Texas Limited Liability Company 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacob@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE 1"=80'			
SHEET 1J OF 1			

K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Plan WP No.1 - PLAT.dwg Aug 22,2024 - 2:08pm CKJ



DATE: JUNE 2024

SCALE 1"=60'

SHEET 1K OF 1

FINAL PLAT OF
GRANGE
WATER PLANT
NO 1

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
a Texas Limited Liability Company
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@johnsondev.com



QUIDDITY

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2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

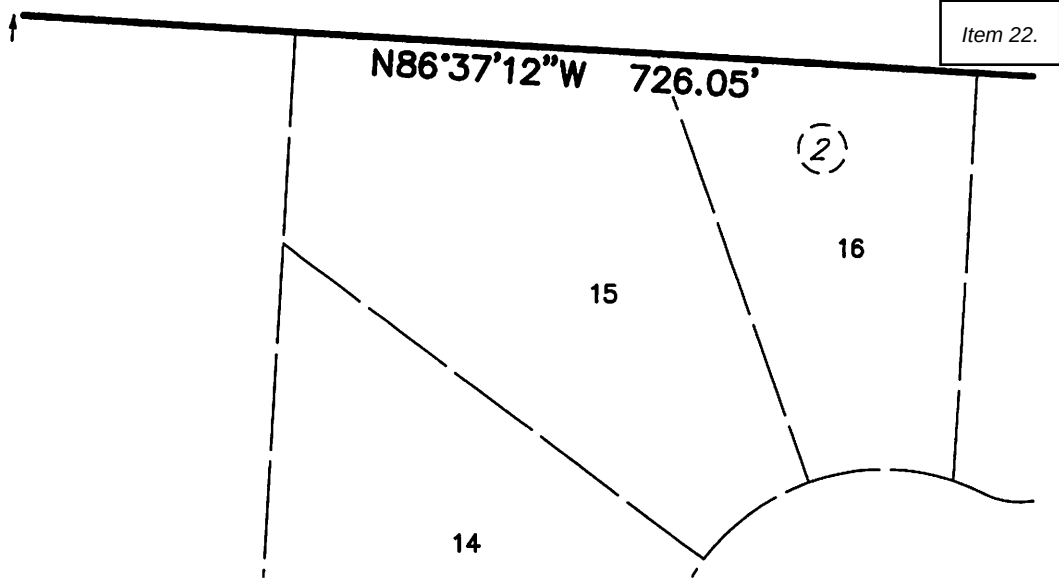
KATY 2855 DEVELOPMENT, LL
RESIDUE CALLED 482.21 AC.
C.C.F. NO. 2216140
O.P.R.W.C.T.

K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Flow WP No.1 - PLAT.dwg Aug 22,2024 - 2:08pm CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WATER PLANT NO 1	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT a Texas Limited Liability Company 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjamnik@quiddity.com
SCALE 1"=60'			
SHEET 1L OF 1			

K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Planning\Flow WP No.1 - PLAT.dwg Aug 22,2024 - 2:10pm CKJ

ELOPMENT, LLC
ED 482.21 AC.
2216140
V.C.T.



DATE: JUNE 2024

SCALE 1"=80'

SHEET 1M OF 1

FINAL PLAT OF
GRANGE
WATER PLANT
NO 1

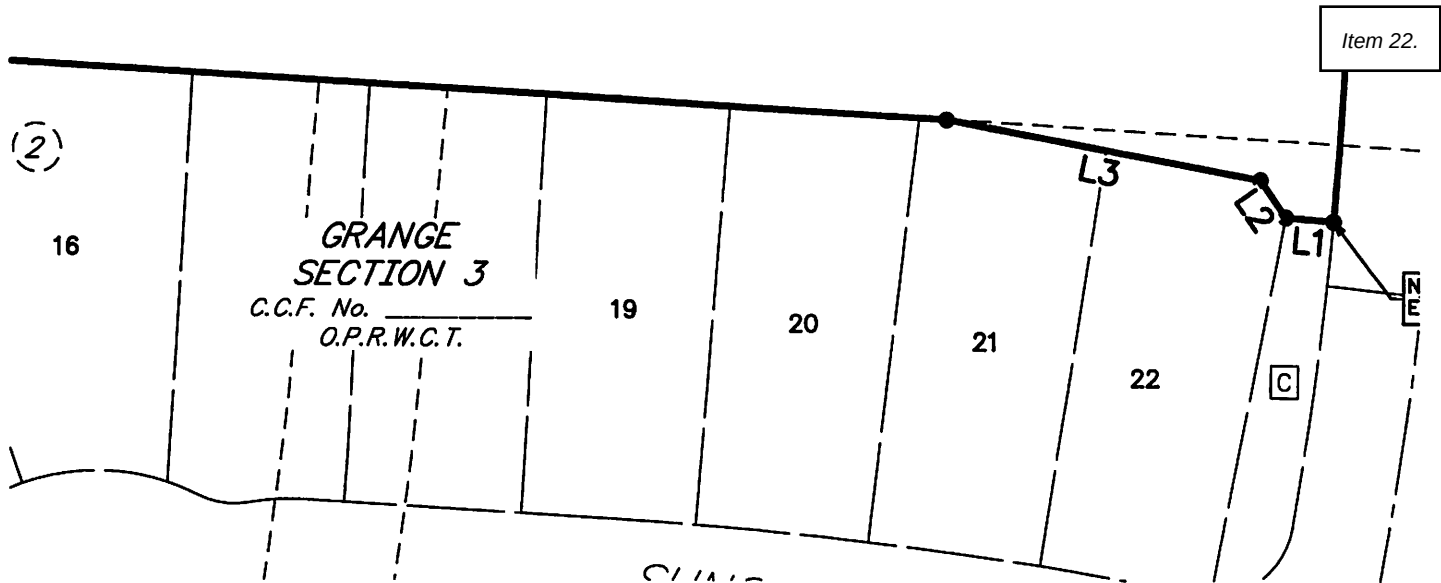
OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
a Texas Limited Liability Company
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobro@johnsondev.com



QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjammiko@quiddity.com

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DATE: JUNE 2024

SCALE 1"=80'

SHEET 1N OF 1

FINAL PLAT OF
GRANGE
WATER PLANT
NO 1

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
a Texas Limited Liability Company
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@johnsondev.com

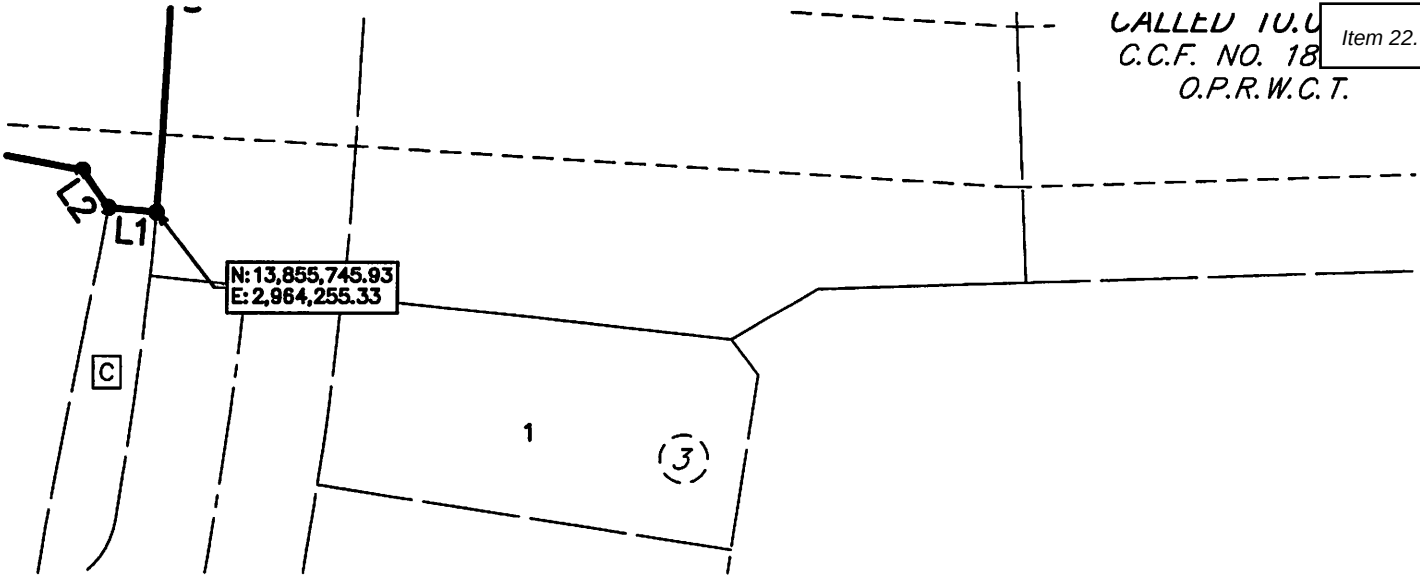


QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjarnik@quiddity.com

CALLED 10.0
 C.C.F. NO. 18
 O.P.R.W.C.T.

Item 22.



K:\17281\17281-0021-00 Water Plant No.1 - Phase 1\2 Design Phase\Plat\Flow WP No.1 - PLAT.dwg Aug 22,2024 - 2:11pm CKJ

DATE: JUNE 2024

SCALE 1"=80'

SHEET 10 OF 1

FINAL PLAT OF
 GRANGE
 WATER PLANT
 NO 1

OWNER/DEVELOPER:
 KATY 2855 DEVELOPMENT
 a Texas Limited Liability Company
 5005 RIVERWAY, SUITE 600
 HOUSTON, TEXAS 77056
 281-341-8198
 Jacobr@johnsondev.com



QUIDDITY

Quiddity Engineering, LLC
 Texas Board of Professional Engineers and Land Surveyors
 Registration Nos. F-23290 & 10046100
 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
 Cjamnik@quiddity.com



WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

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

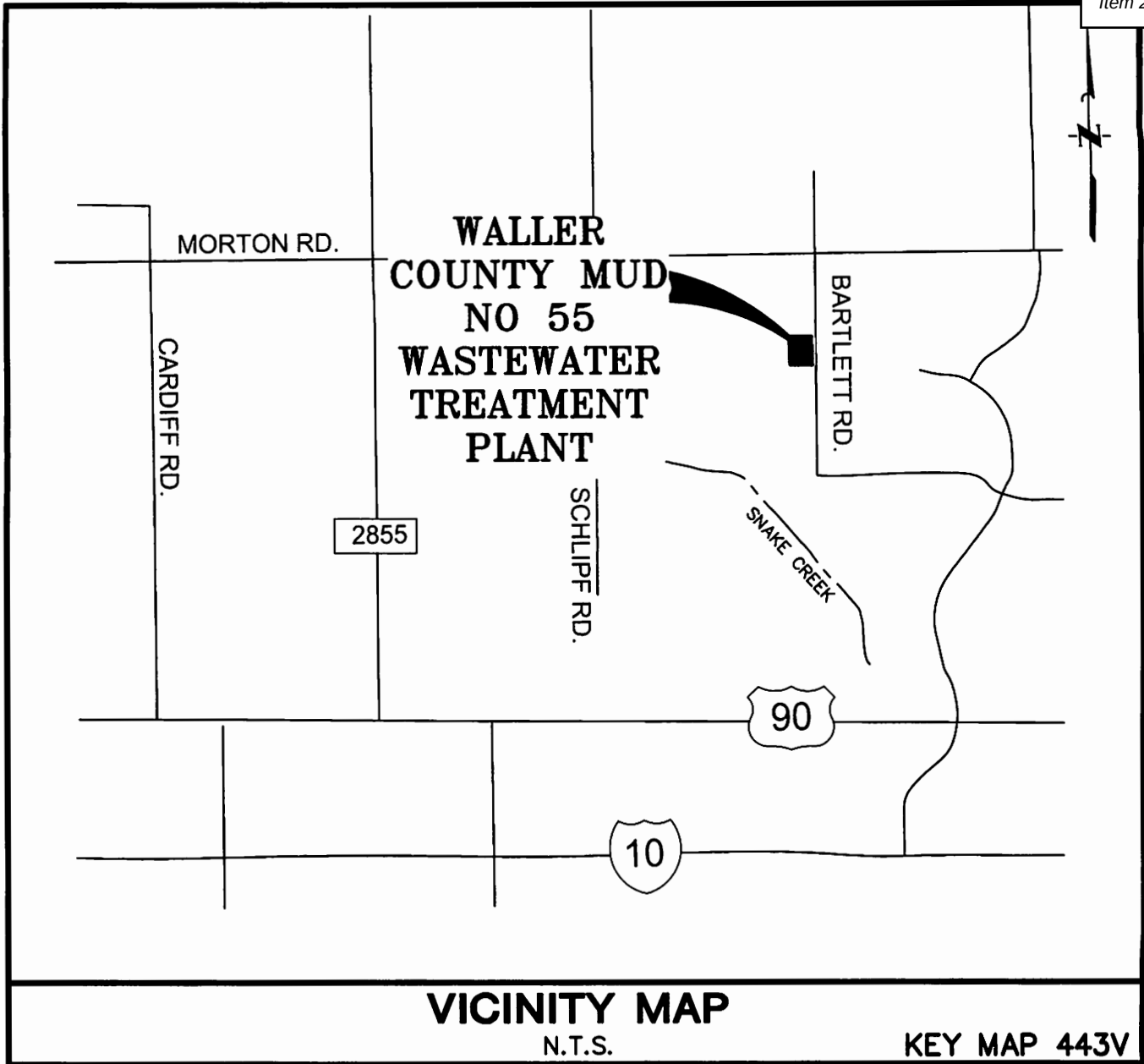
Date: September 18, 2024

Background

Final Plat of Grange WasteWater Treatment Plant No. 1 which consists of 4.26 acres will include 1 Block and 1 Reserve in Precinct 4.

Staff Recommendation

Approve Plat



**FINAL PLAT OF
GRANGE
WASTEWATER
TREATMENT PLANT**

**A SUBDIVISION OF 4.26 ACRES OF LAND
OUT OF THE H. & T. C. R. R. CO. SURVEY, SECTION 123, A-202
WALLER COUNTY, TEXAS
1 RESERVE 1 BLOCK
JUNE 2024**

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE NTS			
SHEET 1A OF 1			

K:\17281\17281-0019-00 Plow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\Flow WWTP-PLAT.dwg Aug 23,2024 - 10:24am CKJ

STATE OF TEXAS §
COUNTY OF WALLER §

A METES & BOUNDS description of a 4.26 acre tract of land in the H. & T. C. Railroad Company Survey Section 123, Abstract 202, Waller County, Texas, being out of and a part of the residue of that certain called 482.21 acre tract recorded under County Clerk's File Number 2216140, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8-inch iron rod found for the southeast corner of a called 10.00 acre tract recorded under County Clerk's File Number 1809163, Official Public Records, Waller County, Texas, and the northeast corner of the residue of said called 481.21 acre tract, as located in Bartlett Road, from which a 5/8-inch iron rod with cap marked "EHRA" found for the southwest corner of said called 10.00 acre tract and an interior corner of the residue of said called 481.21 acre tract, bears South 87 degrees 59 minutes 52 seconds West, 694.99 feet;

Thence South 02 degrees 07 minutes 52 seconds East along the east line of the residue of said called 481.21 acre tract, same being the east line of said H. & T. C. Railroad Company Survey Section 123, Abstract 202, the west line of a called 81.8452 acre tract recorded in Volume 1012, Page 543, Official Records, Waller County, Texas, and the west line of the adjoining Fred Eule Survey, Abstract 376, Waller County, Texas, as located in Bartlett Road, 79.92 feet;

Thence South 87 degrees 54 minutes 10 seconds West, crossing the residue of said called 481.21 acre tract, 139.86 feet to the northeast corner and Place of Beginning of the herein described tract;

Thence South 02 degrees 05 minutes 37 seconds East establishing the east line of the herein described tract, 497.10 feet to the southeast corner of the herein described tract;

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

North 87 degrees 15 minutes 36 seconds West, 133.85 feet;

South 87 degrees 54 minutes 23 seconds West, 246.63 feet to the southwest corner of the herein described tract;

Thence North 02 degrees 05 minutes 27 seconds West establishing the west line of the herein described tract, 486.53 feet to the northwest corner of the herein described tract;

Thence North 88 degrees 00 minutes 48 seconds East establishing the north line of the herein described tract, 379.98 feet to the Place of Beginning and containing 4.26 acres of land, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°00'48"E	379.98'
L2	S02°05'37"E	497.10'
L3	N87°15'36"W	133.85'
L4	S87°54'23"W	246.67'
L5	N02°05'12"W	486.53'

K:\7281\7281-0019-00 Plow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\FLOW WWT-PLAT.dwg Aug 23,2024 - 10:25am CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjarnik@quiddity.com
SCALE NTS			
SHEET 1B OF 1			

Legend:

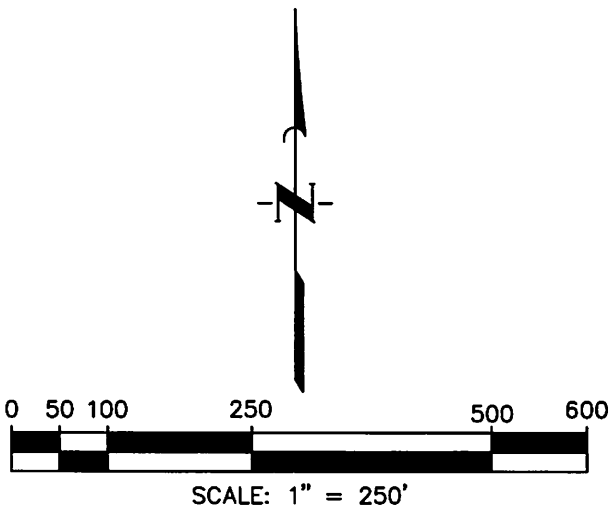
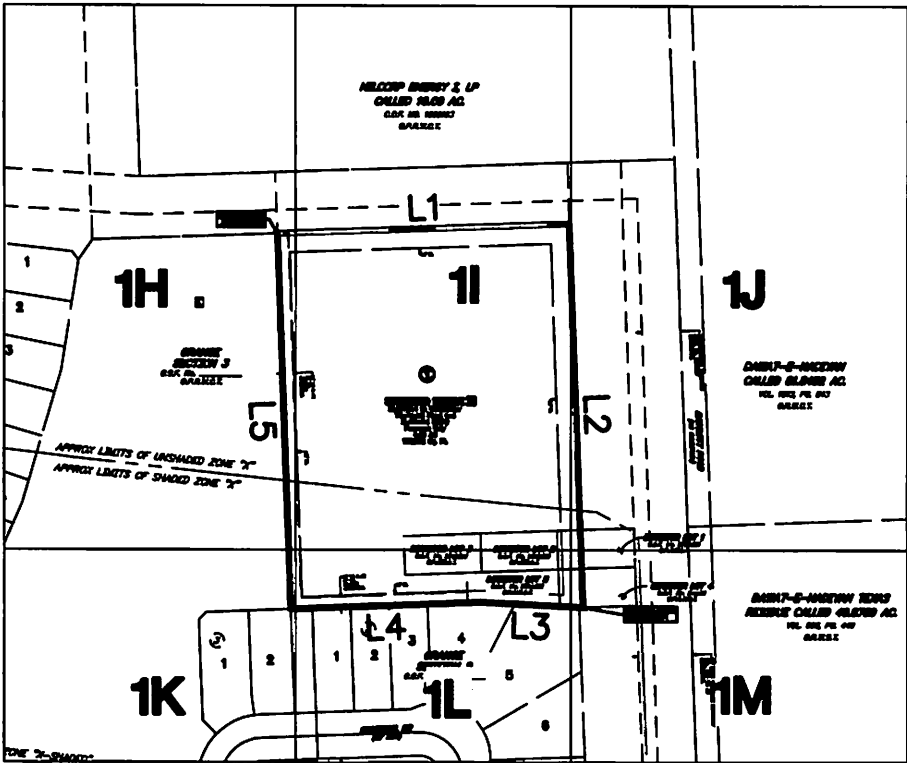
- AC "Acres"
- AE "Aerial Easement"
- C.C.F. "County Clerk's File"
- BL "Building Line"
- No "Number"
- O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
- O.R.W.C.T. "Official Records, Waller County, Texas"
- ROW "Right-of-Way"
- Sq Ft "Square Feet"
- UE "Utility Easement"
- Vol __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

General Notes:

1. The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone, NAD 83 (grid) based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 1.0001012489.
2. Sidewalks shall be built or caused to be built not less than five feet in width on both sides of all dedicated rights-of-way within said plat and on the contiguous right-of-way of all perimeter roads surrounding said plat, in accordance with the A.D.A.
3. Site plans shall be submitted to Waller County and any other applicable jurisdiction for review and approval.
4. Development Permits and all other applicable permits shall be obtained from Waller County prior to beginning construction.
5. The drainage system for this subdivision is designed in accordance with the Brookshire-Katy Drainage Criteria Manual which allows street ponding with intense rainfall events.
6. All property to drain into the drainage easements only through an approved drainage structure.
7. All drainage easements to be kept clear of fences, buildings, vegetations, and other obstructions to the operation and maintenance of drainage facility.
8. This tract lies within UnShaded Zone "X" and Shaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map number 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009, This tract also lies within LOMR 10-06-2739P dated July 8, 2011. for Waller County, Texas and incorporated areas. UnShaded Zone "X" ; is defined as areas determined to be outside the 0.2% annual chance floodplain (500-year flood). Shaded Zone "X"; is defined as areas of 0.2% annual chance flood (500-year flood); areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner.
9. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
10. Contours shown hereon are NAVD88 datum (2001 Adjustment).
11. Project site is within the City of Houston ETJ.
12. Elevations shown hereon are based on TSARP Monument 190105, being located along Pitts Road, approximately 1,485 feet north of the intersection of Pitts Road and Clay Road. Benchmark is west of Pitts Road and north of Cane Island Branch, on the north high bank of Cane Island Branch between the end of a guardrail and an existing fence running north-south.
Elevation = 156.48' (NAVD88, 2001 Adjustment).
13. TBM '7523" being a set cotton picker spindle. Located in the South edge of asphalt of Clay Road, being +/- 6,946' East of the intersection of Clay Road and Schlipf Road, and +/- 3,601' West of the intersection of Clay Road and Pitts Road. Elevation = 159.03' (NAVD88, 2001 Adjustment).
14. All pipelines and pipeline easements that exist within the boundaries of this plat are shown hereon..
15. Unless otherwise indicated, the building line (B.L.), whether one or more, shown on this subdivision plat are established to evidence compliance with the applicable provisions of Chapter 42, Code of Ordinances, City of Houston, Texas, in effect at the time this plat was approved, which may be amended from time to time.
16. Tract is subject to Grant of Easement and Surface Use Agreement recorded under C.C.F. No. 1910725, O.P.R.W.C.T.
17. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Stewart Title, File No. 24473032433, Dated February 1, 2024.
18. Multiple fee ownerships exist within the platted area.
19. Tract is subject to Agreement for Underground Electric Service recorded under C.C.F. No. 2408187, O.P.R.W.C.T."
20. Tract is subject to Pipeline right-of-way easements recorded under Vol. 48, Pg. 287, Vol. 74, Pg. 516, Vol. 87, Pg. 246, Vol. 94, Pg. 121, Vol. 109, Pg. 320, and Vol. 124, Pg. 24, D.R.W.C.T.

K:\7281\7281-0019-00 Plow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\Flow WWP-PLAT.dwg Aug 23,2024 - 10:25am CkL

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE 1"=80'			
SHEET 1C OF 1			



K:\17281\17281-0019-00 Flow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\PLW WWTP-PLAT.dwg Aug 23,2024 - 10:25am CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE 1" = 250'			
SHEET 1D OF 1			

STATE OF TEXAS
COUNTY OF WALLER

We, KATY 2855 DEVELOPMENT LLC, acting by and through Jacob Rice, Vice President, Owner hereinafter referred to as Owners of the 4.26 acre tract described in the above and foregoing map of GRANGE WASTEWATER TREATMENT PLANT do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

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

IN TESTIMONY WHEREOF, KATY 2855 DEVELOPMENT, LLC has caused these presents to be signed by Jacob Rice, Vice President, thereunto authorize, this 13th day of June, 2024.

KATY 2855 DEVELOPMENT LLC
By: Jacob Rice
Jacob Rice
Vice President

STATE OF TEXAS §
COUNTY OF Harris §

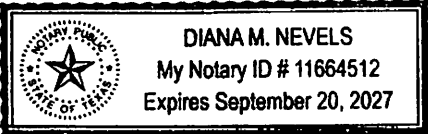
BEFORE ME, the undersigned authority, on this day personally appeared Jacob Rice, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of June, 2024.

Diana M. Nevels
Notary Public in and for the State of Texas

Diana M. Nevels
Print Name

My commission expires: 9-20-2027



DATE: JUNE 2024

SCALE NTS

SHEET 1E OF 1

FINAL PLAT OF
GRANGE
WASTEWATER
TREATMENT
PLANT

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
JacobR@johnsondev.com



QUIDDITY

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

Certificate of Surveyor

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

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

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community No 480640, Map No. 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009 and revised under LOMR 10-06-2439P dated July 8, 2011.

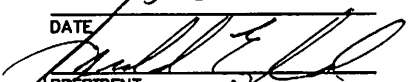
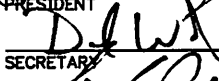
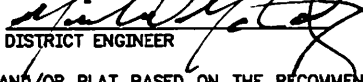
A Portion of this subdivision lies within the boundary of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community No 480640, Map No. 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009 and revised under LOMR 10-06-2439P dated July 8, 2011.




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

BROOKSHIRE-KATY DRAINAGE DISTRICT BKDD Permit No. 2024-18

APPROVED BY THE BOARD OF SUPERVISORS ON

5-6-2024
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

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

K:\17281\17281-0019-00 Flow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\FLOW WWT-PLAT.dwg Jul 03,2024 - 9:43am CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjarnik@quiddity.com
SCALE NTS			
SHEET 1F OF 1			

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

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

Date

J. Ross McCall
County Engineer

STATE OF TEXAS

§

COUNTY OF WALLER

§

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

Debbie Hollan
Waller County,
Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

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

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE NTS			
SHEET 10 OF 1			

N: 13,857,133.54
E: 2,965,000.80

E

GRANGE
SECTION 3
C.C.F. No. _____
O.P.R.W.C.T.

14' LE & AE
OF NO.
2405591
O.P.R.W.C.T.

L5

15' BL

APPROX LIMITS OF UNSHADED ZONE "X"
APPROX LIMITS OF SHADED ZONE "X"

K:\7281\7281-0019-00 Plow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\Flow WWP-PLAT.dwg Aug 23, 2024 -- 10:28am CKJ

DATE: JUNE 2024

SCALE 1"=60'

SHEET 1H OF 1

FINAL PLAT OF
GRANGE
WASTEWATER
TREATMENT
PLANT

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@johnsondev.com

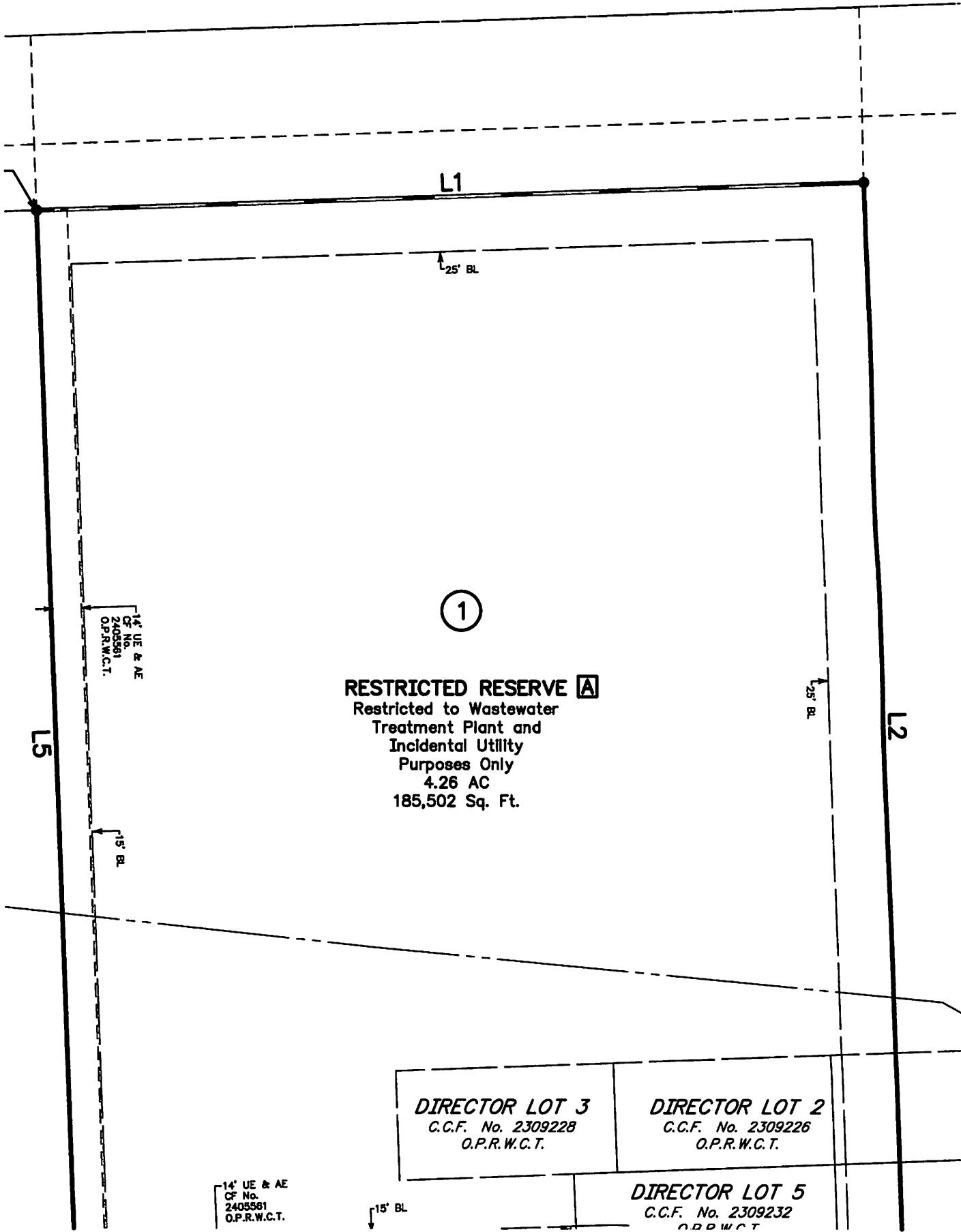


QUIDDITY

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Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

HILCORP ENERGY I, LP
CALLED 10.00 AC.
C.C.F. NO. 1809163
O.P.R.W.C.T.

K:\7281\7281-0019-00 Flow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\Flow WWTTP-PLAT.dwg Aug 23, 2024 - 10:27am CKJ



DATE: JUNE 2024

SCALE 1"=80'

SHEET 1I OF 1

FINAL PLAT OF
GRANGE
WASTEWATER
TREATMENT
PLANT

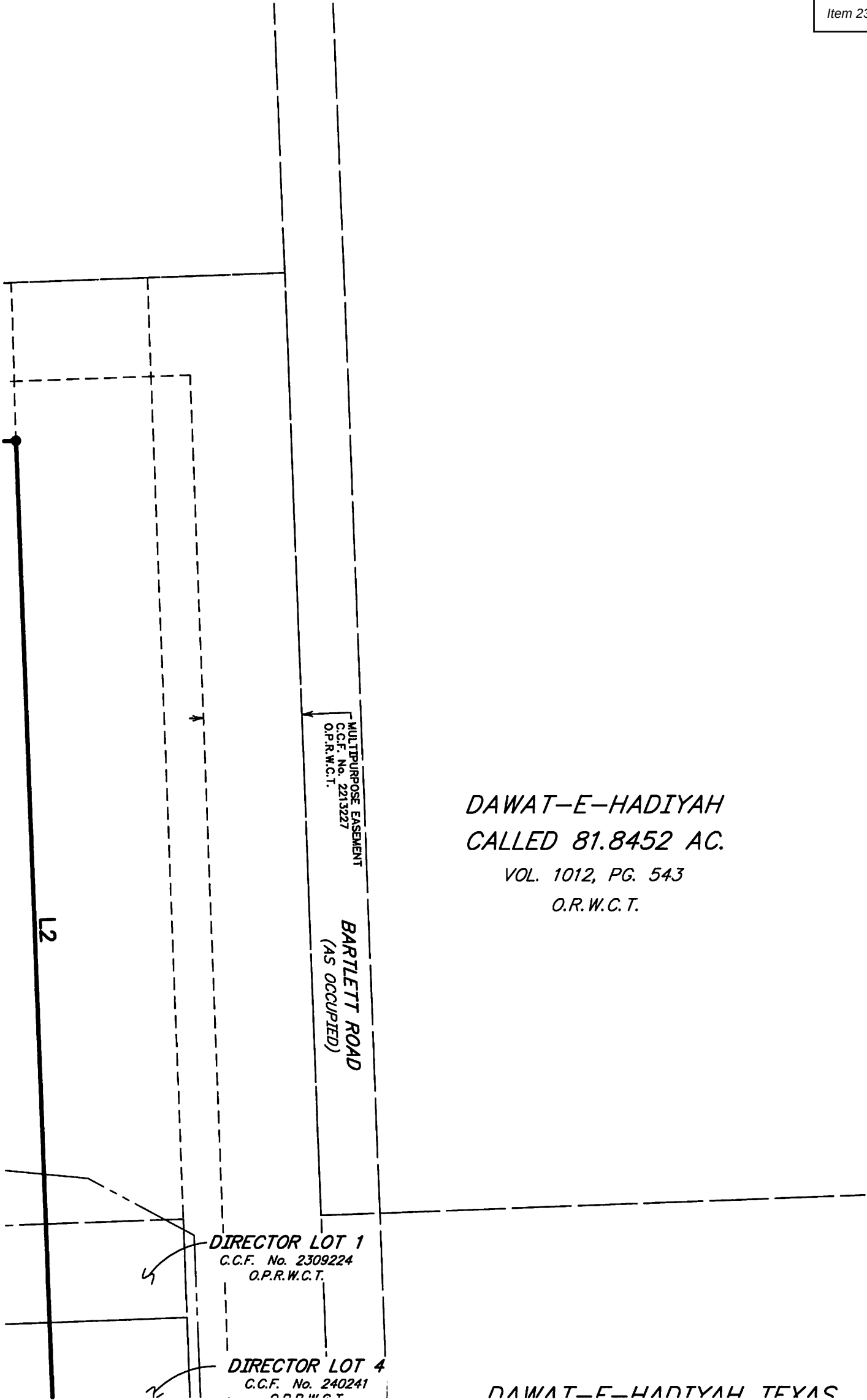
OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacob@johnsondev.com



QUIDDITY
Quiddity Engineering, LLC

Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

K:\17281\17281-0019-00 Plat Tract - Wastewater Treatment Plant\2 Design Phase\Planning\FLOW WWTTP-PLAT.dwg Aug 23,2024 -- 10:28am CKJ



DATE: JUNE 2024

SCALE 1"=80'

SHEET 1J OF 1

FINAL PLAT OF
GRANGE
WASTEWATER
TREATMENT
PLANT

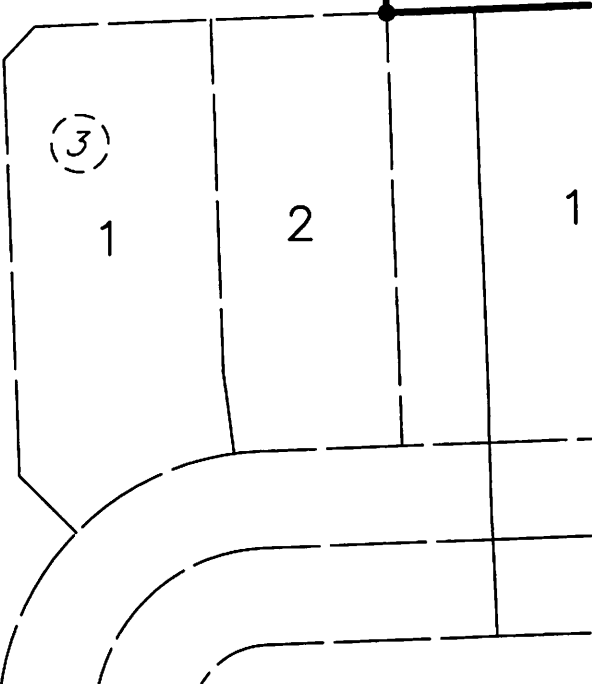
OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@johnsondev.com



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Texas Board of Professional Engineers and Land Surveyors
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CJamnik@quiddity.com

Item 23.

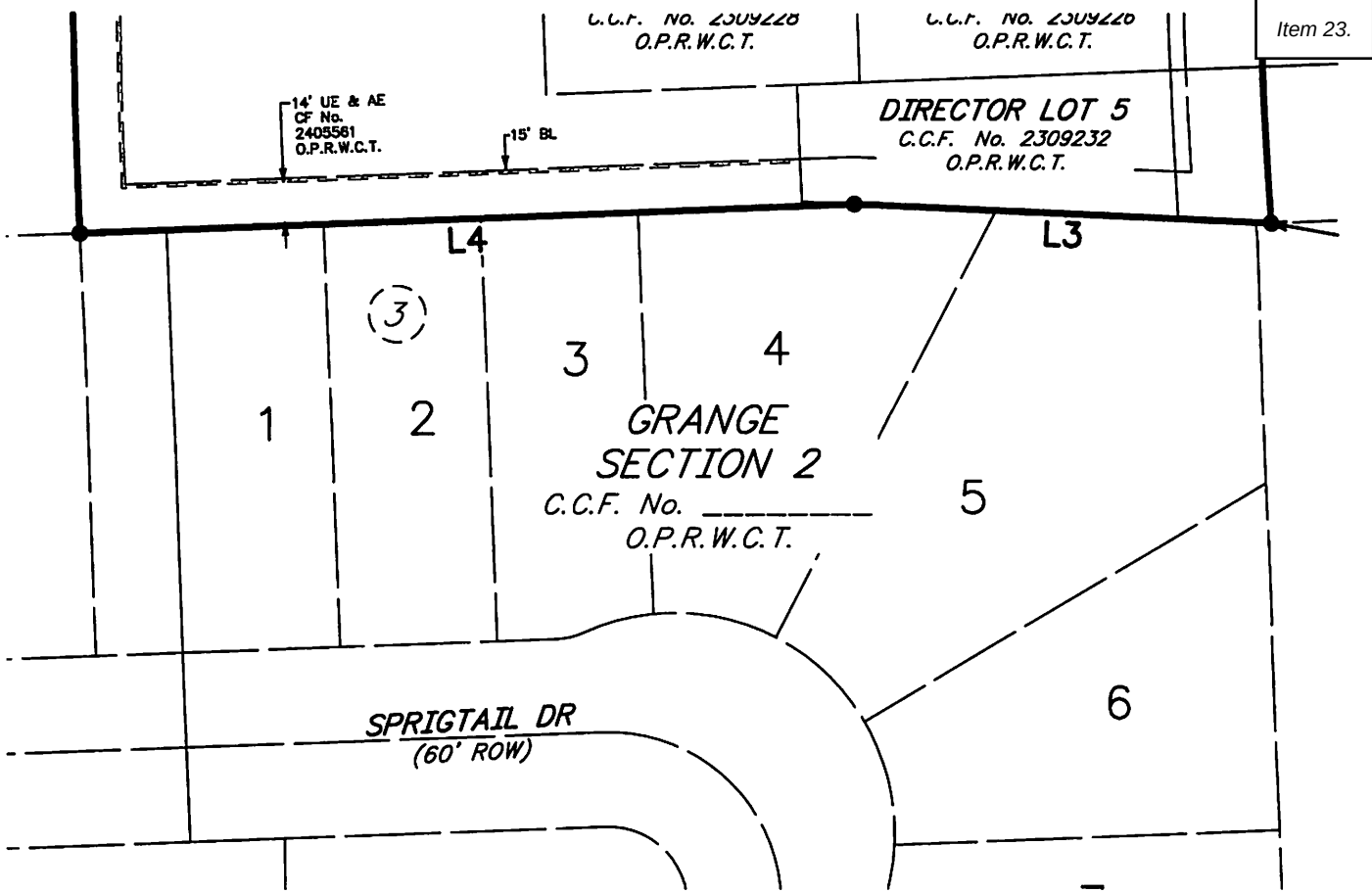


ONE "X-SHADED"

K:\7281\7281-0019-00 Flow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\Flow WWT-PLAT.dwg Aug 23, 2024 -- 10:28am CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE 1"=80'			
SHEET 1K OF 1			

K:\17281\17281-0019-00 Flow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\FLOW WWTP-PLAT.dwg Aug 23,2024 -- 10:28am CKJ



DATE: JUNE 2024

SCALE 1"=80'

SHEET L OF 1

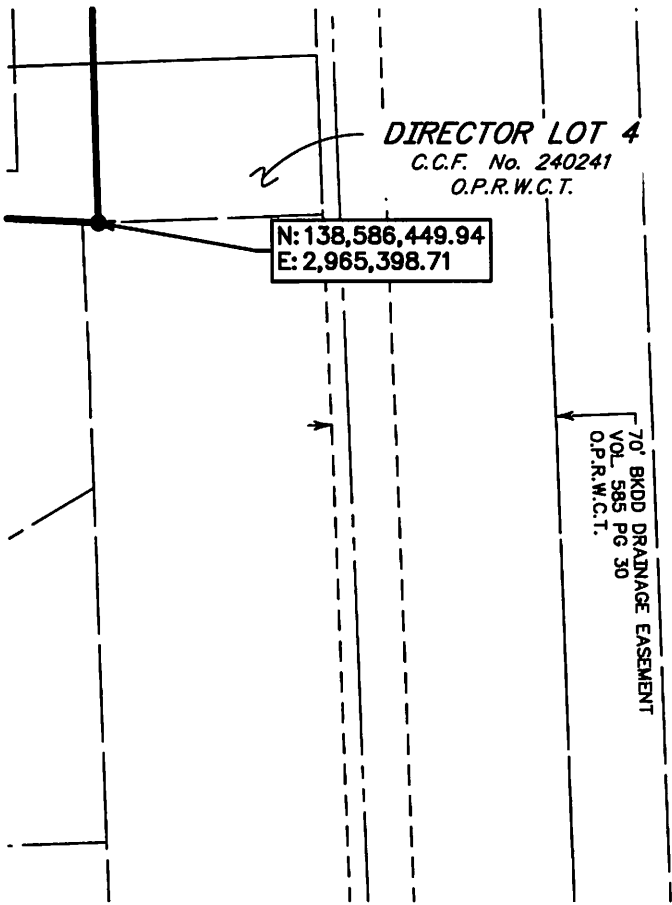
FINAL PLAT OF
GRANGE
WASTEWATER
TREATMENT
PLANT

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
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Cjamnik@quiddity.com



DAWAT-E-HADIYAH TEXAS
RESIDUE CALLED 40.8759 AC.
VOL. 995, PG. 449
O.R.W.C.T.

K:\7281\7281-0019-00 Plow Tract - Wastewater Treatment Plant\2 Design Phase\Planning\FLOW WWTP-PLAT.dwg Aug 23,2024 - 10:28am CKJ

DATE: JUNE 2024	FINAL PLAT OF GRANGE WASTEWATER TREATMENT PLANT	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@johnsondev.com	 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE 1"=80'			
SHEET 1M OF 1			



WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Jordan Ranch Waller County

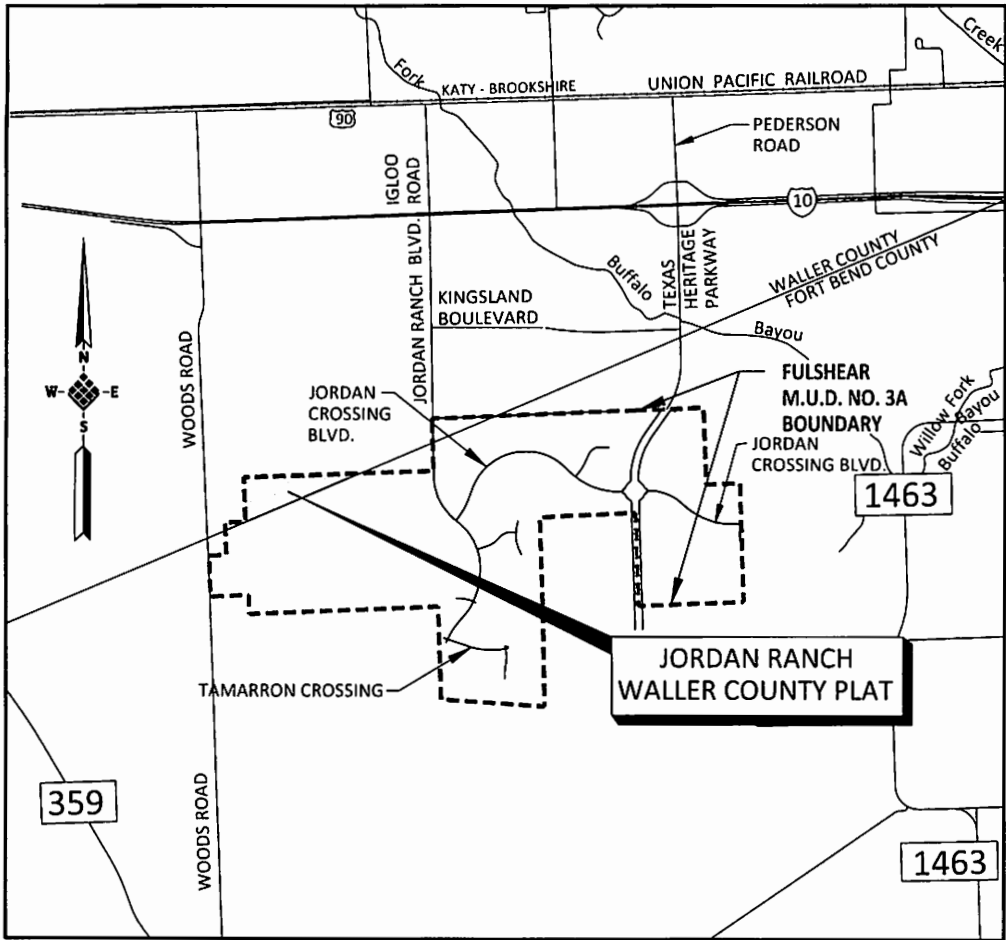
Date: September 18, 2024

Background

Final Plat of Jordan Ranch Waller County which consists of 51.762 acres will include 1 Block and 5 Reserves in Precinct 4.

Staff Recommendation

Approve Plat



WALLER COUNTY KEY MAP NO. 482L & 482M
VICINITY MAP
SCALE 1" = 5,000'

FINAL PLAT OF
JORDAN RANCH WALLER COUNTY

A SUBDIVISION OF
51.762 ACRES
LOCATED IN
H. & T.C.R.R. CO. SURVEY, SECTION 75, A-155
WALLER COUNTY, TEXAS

0 LOTS 1 BLOCK 5 RESERVES

OWNER: **FORT BEND JORDAN RANCH LP,**
A TEXAS LIMITED PARTNERSHIP
5005 RIVERWAY DRIVE, SUITE 500, HOUSTON, TEXAS 77056
PH:713-960-9977

ENGINEER:  **IDS**
Engineering Group

13430 NW. Freeway
Suite 700
Houston, Tx. 77040
713.462.3178
TxEng Firm 2726
TxSurv Firm 10110700

STATE OF TEXAS
COUNTY OF WALLER

I, JERRY ULKE, Vice President of JOHNSON JORDAN RANCH GP, LLC, a Texas limited liability company, the general partner of FORT BEND JORDAN RANCH LP, a Texas limited partnership, owner of the property subdivided in this plat of JORDAN RANCH WALLER COUNTY 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 five (5) feet wide taken from a plane twenty (20) feet above the ground, located adjacent to all utility easements 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 of 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 not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarters (1-1/4) square feet (15" diameter reinforced concrete pipe, unless specified by the County Road Administrator, or County Engineer. Culverts and bridges must be used for all driveways and/or 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. There are no underground pipelines within the confines of this subdivision except as shown on the above plat.
6. 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, JOHNSON JORDAN RANCH GP, LLC, a Texas limited liability company, as general partner of FORT BEND JORDAN RANCH LP, a Texas limited partnership, has caused these presents to be signed by Jerry Ulke, Vice President, this 23 day of July, 2024.

BY: FORT BEND JORDAN RANCH LP
a Texas Limited Partnership

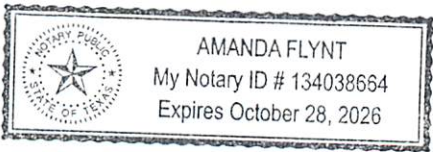
By: JOHNSON JORDAN RANCH GP, LLC
a Texas Limited Liability Company
Its General Partner

By: 
Jerry Ulke, Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the under signed authority, on this day personally appeared Jerry Ulke, Vice President of JOHNSON JORDAN RANCH GP, LLC, known to me, to be the persons whose name is subscribed to the foregoing instruments, 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 23 DAY OF July, 2024.




Notary Public
In and for Fort Bend County, Texas

APPROVED by COMMISSIONERS COURT OF WALLER COUNTY, TEXAS this _____ day of _____, 2024.

Carbett "Trey" J. Duhon III, County Judge

John A. Amsler, Commissioner, Precinct 1

Walter E. Smith, P.E., R.P.L.S., Commissioner, Precinct 2

Kendric D. Jones, Commissioner, Precinct 3

Justin Beckendorff, Commissioner, Precinct 4

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

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

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

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

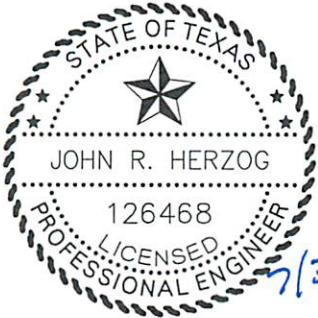
No portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel No. 48473C0350E, dated 2/18/2009



Michael L. Swan

Michael L. Swan, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 5551

I, John R. Herzog, A Professional Engineer licensed in the State of Texas do hereby certify that this plat meets the requirements of Waller County to the best of my knowledge.



John R. Herzog

John R. Herzog, P.E.
Licensed Professional Engineer, No.126468

This plat of JORDAN RANCH WALLER COUNTY PLAT is approved by the City Planning and Zoning Commission of the City of Fulshear, Texas this 3rd day of may, 2024.

Amy Pearce
Amy Pearce, Chair

Joan Berger
Joan Berger, Co-Chair

The plat of JORDAN RANCH WALLER COUNTY PLAT was approved by the City of Fulshear Council on the 21st day of may, 2024, and signed on this 16th day of August, 2024, provided; however, this approval shall be invalid, and null and void, unless this plat is filed with the County Clerk of Waller, Texas within one (1) year hereafter.

Don McCoy
Don McCoy, Mayor

Mariela Rodriguez
Mariela Rodriguez, City Secretary

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

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

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

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2024-92

APPROVED BY THE BOARD OF SUPERVISORS ON 5-30-2024 DATE

PRESIDENT SECRETARY DISTRICT ENGINEER

The above have signed these plans and/or plat based on the recommendation of the District's Engineer who has reviewed all sheets provided and found them to be in general compliance with the District's "Rules, Regulations, and Guidelines". This approval is only valid for three hundred sixty-five (365) calendar days. After that time re-approval is required. Please note, this does not necessarily mean that all the calculations provided in these plans and/or plats have been completely checked and verified. Plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the state of Texas and plat has been signed and sealed by a registered professional land surveyor licensed to practice in the state of Texas, which conveys the engineer's and/or surveyor's responsibility and accountability.

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within Instrument with the certificate of authentication was filed for registration in my office on the day of 2024, A.D. at o'clock M, in File No. of the Official Public Records of Waller County for said county.

Witness my hand and seal of office, at Hempstead, the day and date last written above.

Debbie Hollan Clerk of the County Court Waller County, Texas

By: Deputy

Benchmark: Elevations are based on Harris County Floodplain RM 190055, located on the east side of FM 1463, approximately 550' south of Corbitt Road, 15'± east of the power lines and 2'± off curb line of a driveway leading to a shopping center. Top of a stainless-steel rod inside an 8" PVC sleeve.

Note: The RM is now 3'± below ground level

NAVD88, 2001 Adj. Elevation = 136.32

Temporary Benchmark: IDS Engineering Group - Jordan Ranch Control Point No. 84 "X" marked in concrete near the median of Jordan Ranch Blvd., at the intersection of Jordan Ranch Blvd. and Green Jay Run

NAVD88 2001 Adj. Elevation = 153.40'

- ABBREVIATIONS:
- A.E. indicates a aerial easement
 - B.L. indicates a building line
 - D.R.W.C. indicates Deed Records of Waller County
 - U.E. indicates a utility easement
 - W.S.E. indicates a water and sewer easement
 - VOL., PG. indicates Volume, Page
 - P.R.F.B.C. indicates Plat Records of Fort Bend County
 - O.P.R.F.B.C. indicates Official Public Records of Fort Bend County
 - O.R.F.B.C. indicates Original Records of Fort Bend County
 - O.P.R.W.C.T. indicates Official Public Records of Waller County, Texas
 - F.B.C.O.P.R.R.P. indicates Fort Bend County Official Public Records of Real Property
 - ESMT. indicates Easement
 - H.L. & P. indicates Houston Lighting and Power
 - SQ. FT. indicates square feet
 - AC. indicates acre
 - R.O.W. indicates right-of-way
 - indicates found 5/8" iron rod (unless otherwise noted)
 - indicates set 5/8" iron rod with plastic cap stamped "IDS" (unless otherwise noted)

BEING 51.762 acres in Waller County, Texas and being a portion of the 1352.43 acre tract described in the deed from The Massimo Fabio Silvestri Irrevocable Trust and The Rocco Paolo Silvestri Irrevocable Trust to Fort Bend Jordan Ranch LP recorded under File Number 2015027940 in the Official Public Records of Fort Bend County, and being a portion of the 15.437 acre tract described as FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 3 recorded under File Number 2015061172 in the Official Public Records of Waller County, Texas, and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 1/2 inch iron pipe with "Kalkomey" cap found for the northwest corner of said 1352.43 acre tract and for the northeast corner of the 15.396 acre tract described as Tract 2 in the deed from LYLE TALBERT JORDAN, TRUSTEE OF THE LYLE TALBERT JORDAN NON GST TRUST to MYRNA JEAN JORDAN, TRUSTEE OF THE MYRNA JEAN JORDAN NAIL NON GST TRUST recorded under Volume 901, Page 380 in the Deed Records of Waller County, Texas;

THENCE North 88° 02' 48" East - 3105.91 feet, with a north line of said 1352.43 acre tract and of said 15.437 acre tract, to a 5/8 inch iron rod with cap stamped "IDS" set for the northeast corner of the herein described tract;

THENCE South 65° 00' 39" West - 3941.31 feet, across said 1352.43 acre tract, to a 5/8 inch iron rod with cap stamped "IDS" set for the southwest corner of the herein described tract, from which a found 1/2-inch iron rod with "Kalkomey" cap bears South 02° 37' 45" East - 341.52 feet;

THENCE North 02° 36' 51" West - 512.30 feet to a 1/2 inch iron pipe with "Kalkomey" cap found for a point on the east line of the 3.922 acre tract described in the deed from LYLE TALBERT JORDAN, AND PATSY JORDAN TO LEYTON TRENT JORDAN, recorded under Volume 1271, Page 40 in the Deed Records of Waller County and to the southwest corner of said 15.396 acre tract and an angle corner of the herein described tract;

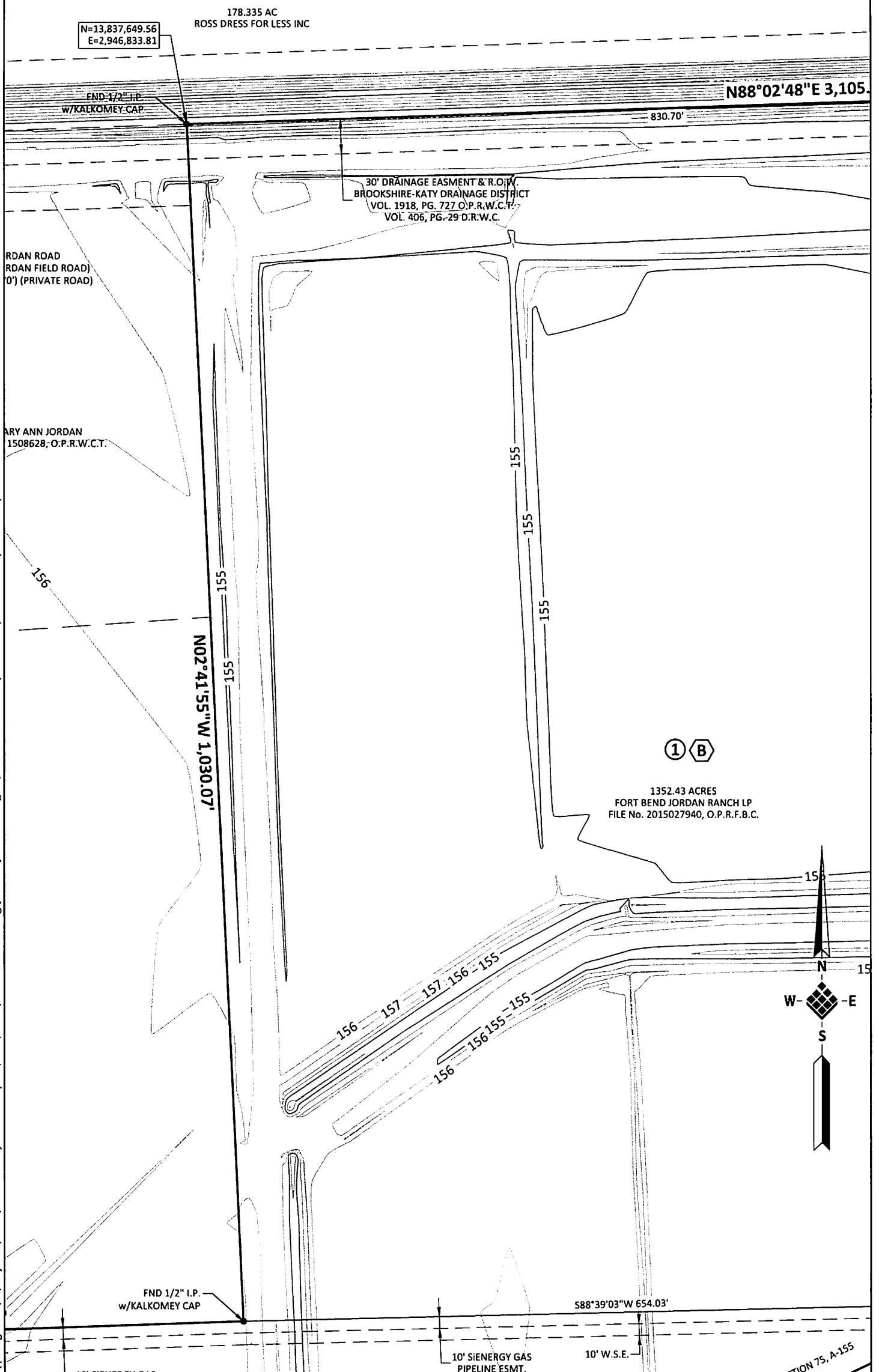
THENCE North 88° 02' 48" East - 540.44 feet to a 1/2 inch iron pipe with "Kalkomey" cap found for an angle corner of the herein described tract;

THENCE North 02° 41' 55" West - 1030.07 feet to the **POINT OF BEGINNING** of the herein described tract and containing 51.762 acres of land.

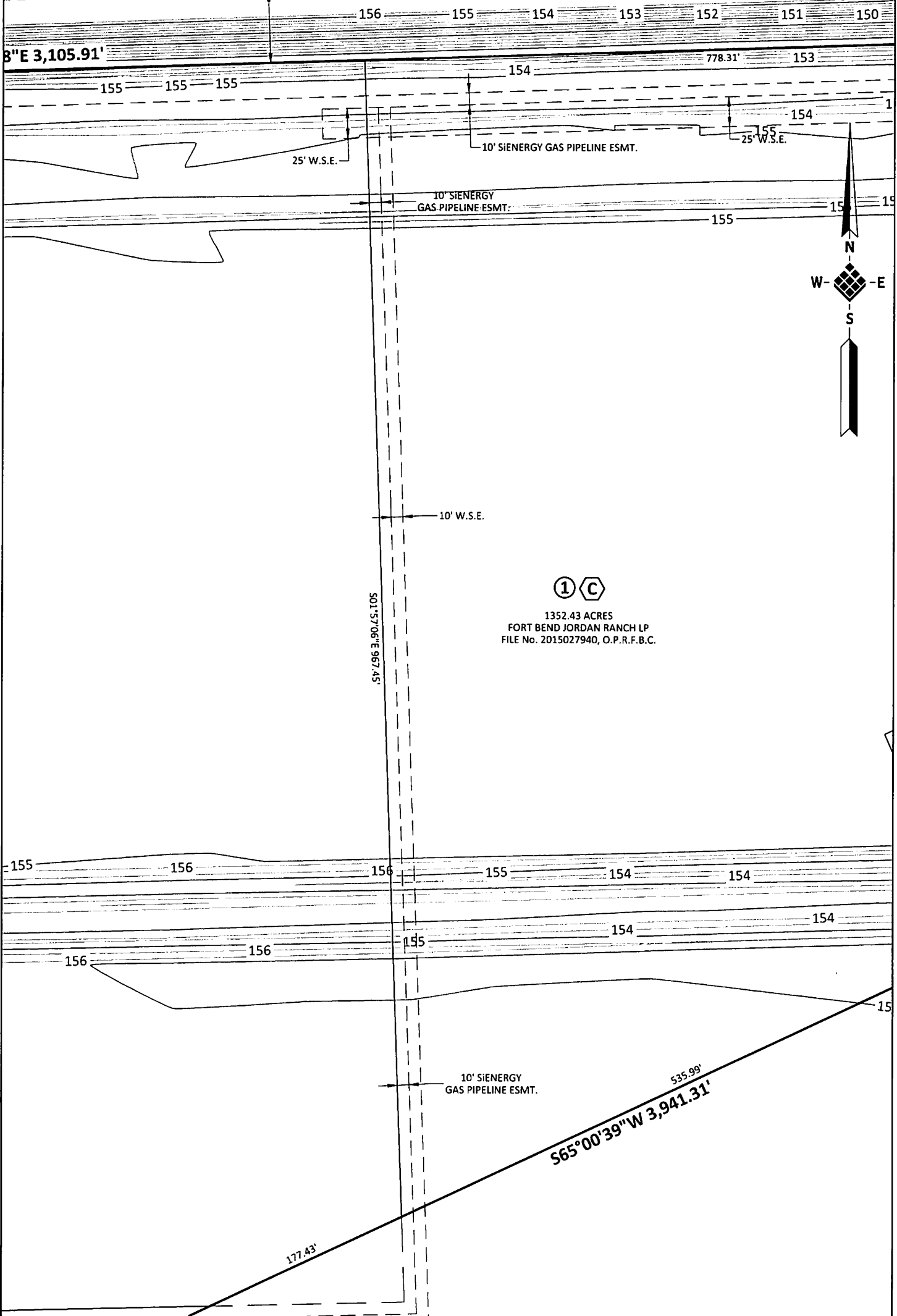
Notes:

- 1. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Surface Coordinates (NAD83) and may be brought to grid by applying the combined scale factor of 0.999870017
- 2. All non-perimeter easements on property lines are centered unless otherwise noted.
- 3. All bearings are based on the Texas State Plane Coordinate System, South Central Zone.
- 4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
- 5. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by Commissioners Court. Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the Developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the streets. The County will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets.
- 6. The County assumes no responsibility for the accuracy of representations by other parties on the plat. Floodplain data, in particular, may change depending on subsequent development.
- 7. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.
- 8. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid FORT BEND JORDAN RANCH LP, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.
- 9. Structures built on lots in the designated Floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) above the 500-year floodplain elevation. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.). Contact the County Engineer's Office for specific information.
- 10. The property lies within the extraterritorial jurisdiction of the City of Fulshear, Waller County, Texas, Fulshear Municipal Utility District No. 3A.

\\dseg.com\fs\Projects\2100\214100819 jr waller co plat\CAD\DWG\JR WC C-PLAT.dwg [WC 1-5] Plotted Jul 02, 2024 at 2:01pm by TAltman (Last Saved by: TAltman)

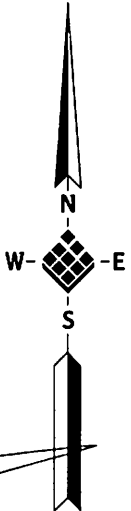


DRAINAGE EASEMENT
WALLER COUNTY ROAD
IMPROVEMENT DISTRICT, NO. 1
FILE NO. 2015934 O.P.R.W.C.T.



DRAINAGE
WALLER (C
IMPROVEMENT
FILE NO. 201

30' DRAINAGE EASEMENT
BROOKSHIRE-KATY DRAINAGE DISTRICT
VOL. 1918, PG. 727 O.P.R.W.C.T.
VOL. 406, PG. 29 D.R.W.C.



① C

① E

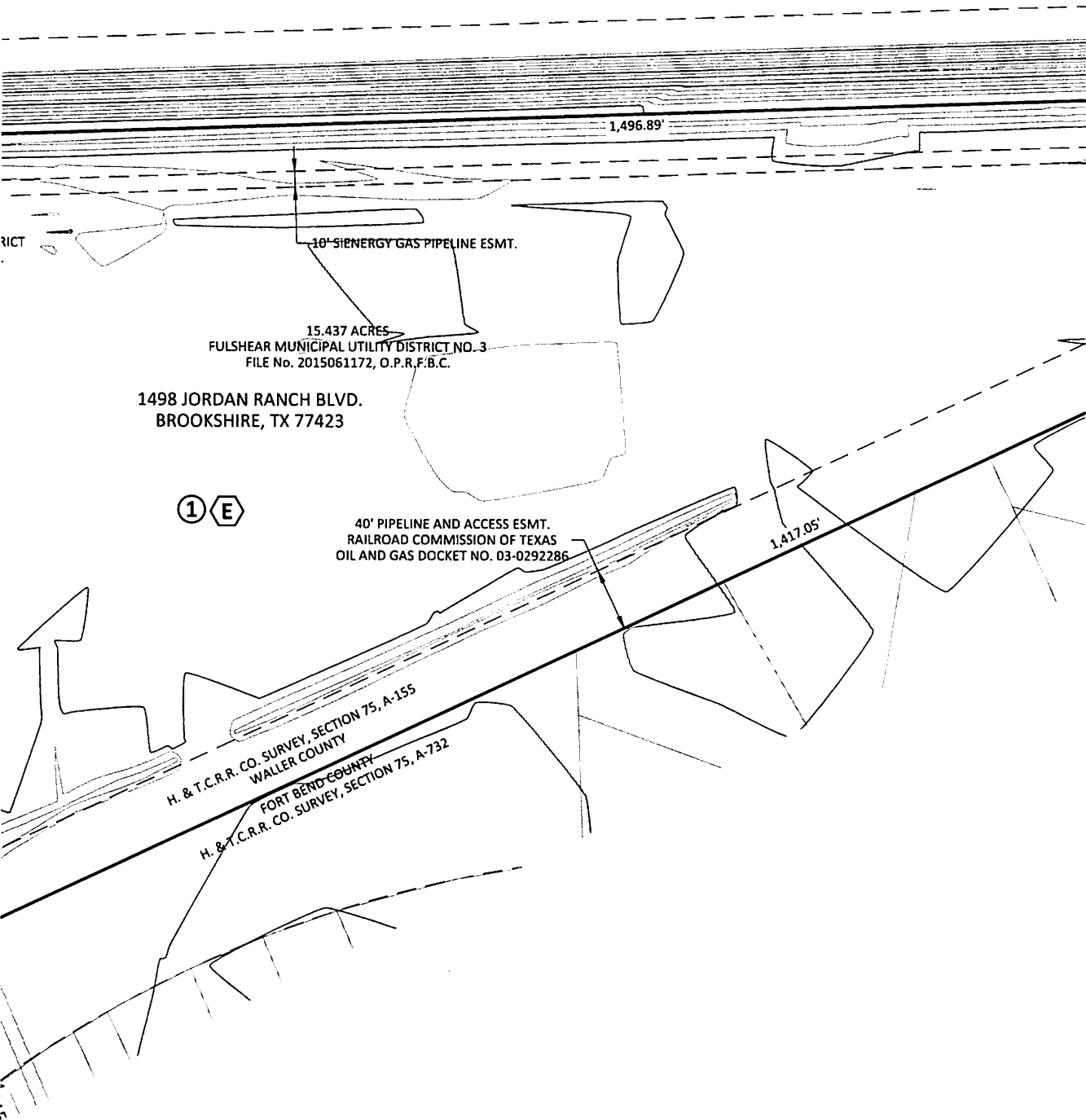
① D

4.240 AC. DRILL SITE
RAILROAD COMMISSION OF TEXAS
OIL AND GAS DOCKET NO. 03-0292286

JORDAN RANCH SEC. 51
(BY OTHERS)

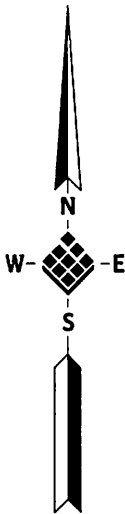
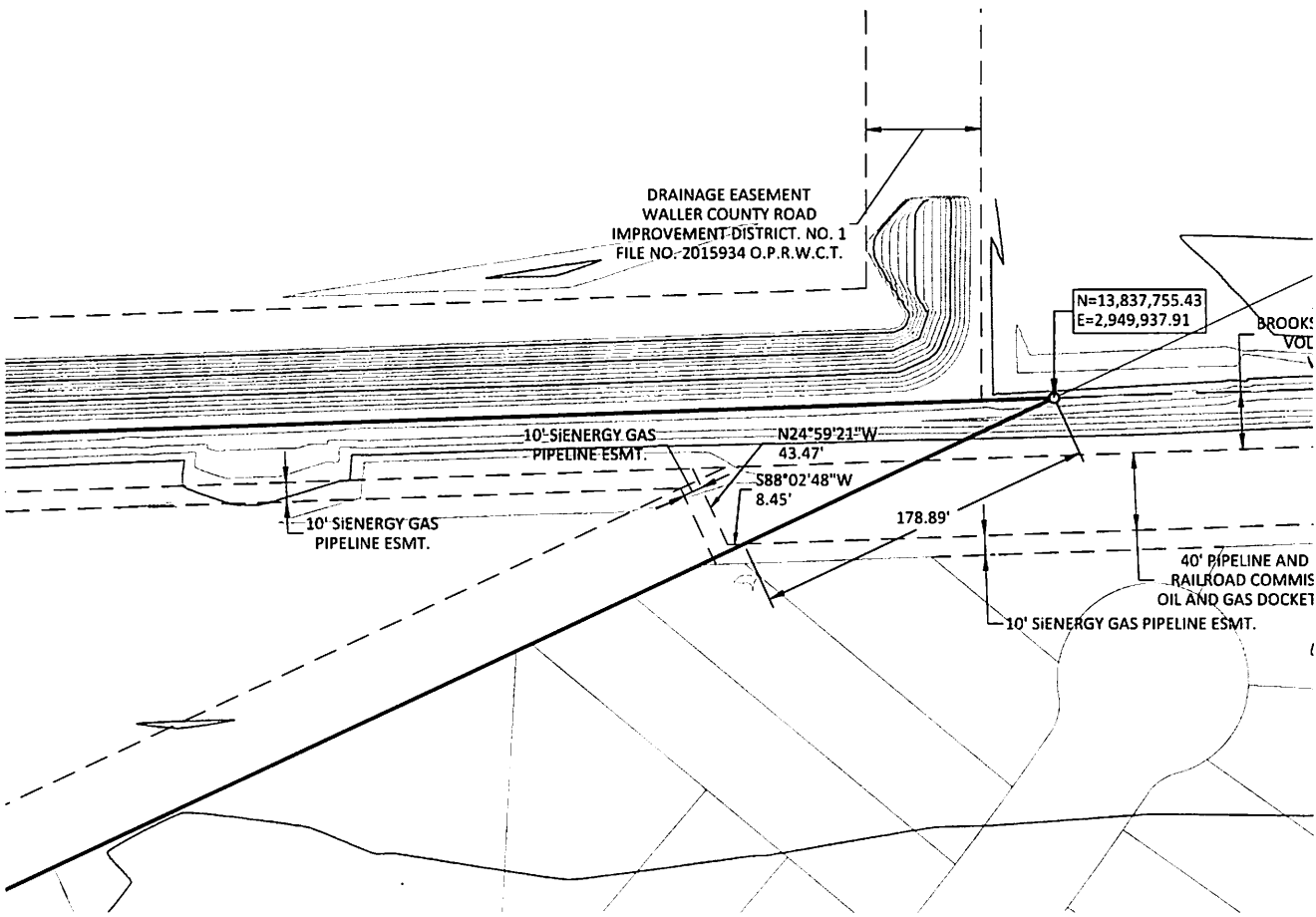
AGE EASEMENT
3 COUNTY ROAD
ENT DISTRICT. NO. 1
115934 O.P.R.W.C.T.

178.335 AC
ROSS DRESS FOR LESS INC



RESERVE TABLE

	RESERVE NAME	RESTRICTION	SQ. FT.	ACRES
A	RESERVE A	DRAINAGE, DETENTION, LANDSCAPING AND UTILITIES	307,779	7.066
B	RESERVE B	UNRESTRICTED RESERVE	846,408	19.431
C	RESERVE C	DRAINAGE, DETENTION, LANDSCAPING AND UTILITIES	555,469	12.752
D	RESERVE D	DRILL SITE, LANDSCAPING AND UTILITIES	110,344	2.533
E	RESERVE E	WATER PLANT, WASTEWATER TREATMENT PLANT, LIFT STATION, UTILITIES AND LANDSCAPING	434,764	9.981



MYRNA JEAN JORDAN NAIL, TRUSTEE OF THE
MYRNA JEAN JORDAN NAIL NON GST TRUST
VOL. 901, PG. 375, D.R.W.C.

ES, LLC
110

N=13,836,602.21
E=2,946,342.18

FND 1/2" I.P.
w/KALKOMEY CAP

N88°02'48"E 540.44'

FND 1/2" I.P.
w/KALKOMEY CAP

10' SIENERGY GAS
PIPELINE ESMT.

10' SIENERGY GAS PIPELINE ESMT.

10' W.S.E.

1352.43 ACRES
FORT BEND JORDAN RANCH LP
FILE No. 2015027940, O.P.R.F.B.C.

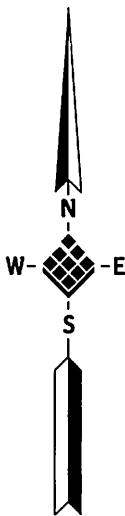
N02°36'51"W 512.30'

ES, LLC,
P.R.F.B.C.

N=13,836,090.44
E=2,946,365.55

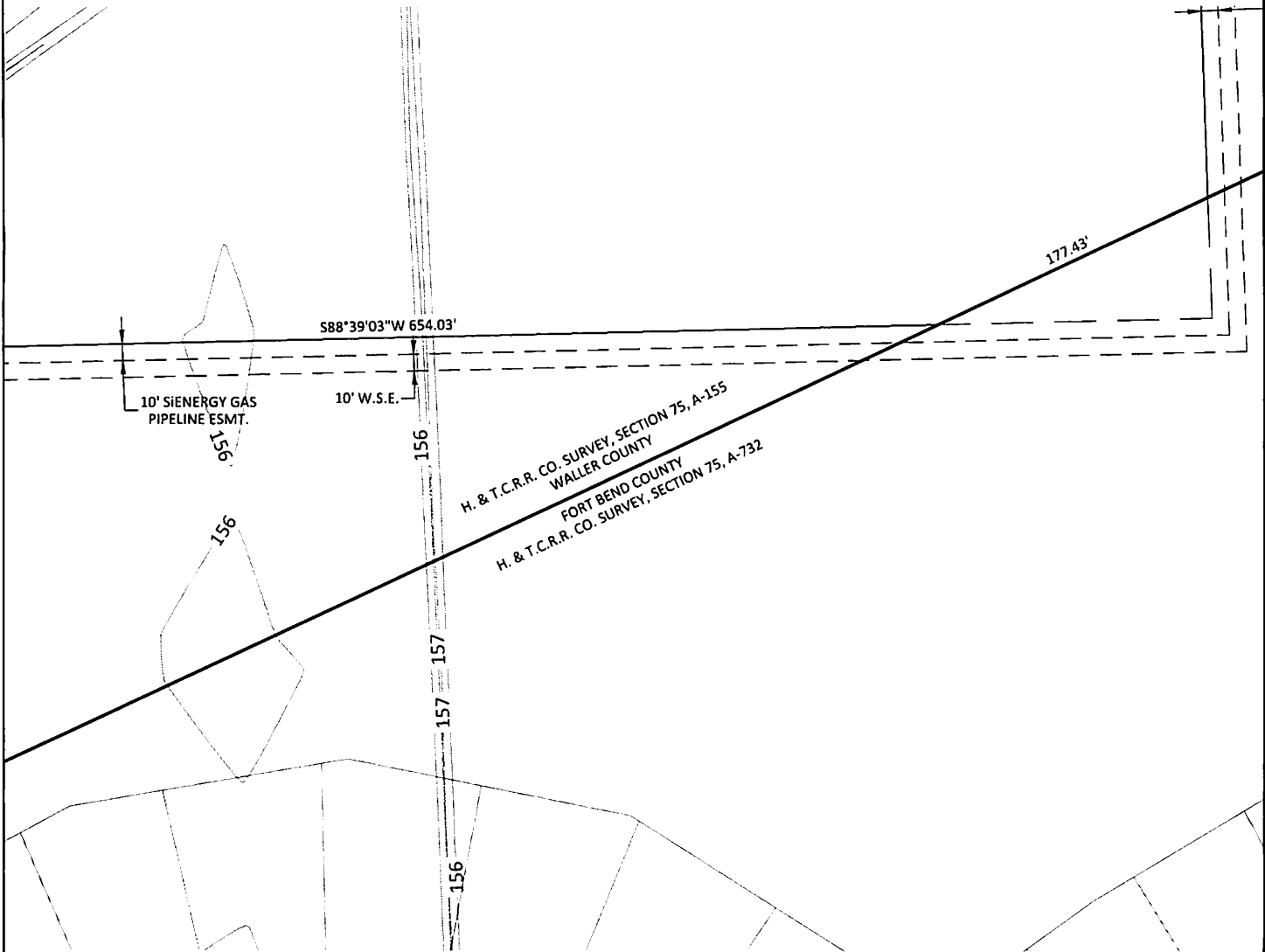
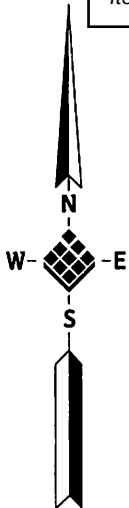
10' W.S.E.

JORDAN RANCH SEC. 55
(BY OTHERS)



\\idseg.com\fs\Projects\2100\214100819 jr waller co plat\CAD\DWG\UR WC C-PLAT.dwg [WC 2-12] Plotted Aug 16, 2024 at 6:27am by TAltman (Last Saved by: TAltman)

Item 24.



RESERVE TABLE				
	RESERVE NAME	RESTRICTION	SQ. FT.	ACRES
A	RESERVE A	DRAINAGE, DETENTION, LANDSCAPING AND UTILITIES	307,779	7.066
B	RESERVE B	UNRESTRICTED RESERVE	846,408	19.431
C	RESERVE C	DRAINAGE, DETENTION, LANDSCAPING AND UTILITIES	555,469	12.752
D	RESERVE D	DRILL SITE, LANDSCAPING AND UTILITIES	110,344	2.533
E	RESERVE E	WATER PLANT, WASTEWATER TREATMENT PLANT, LIFT STATION, UTILITIES AND LANDSCAPING	434,764	9.981



Item 25.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Lakeview Section 5

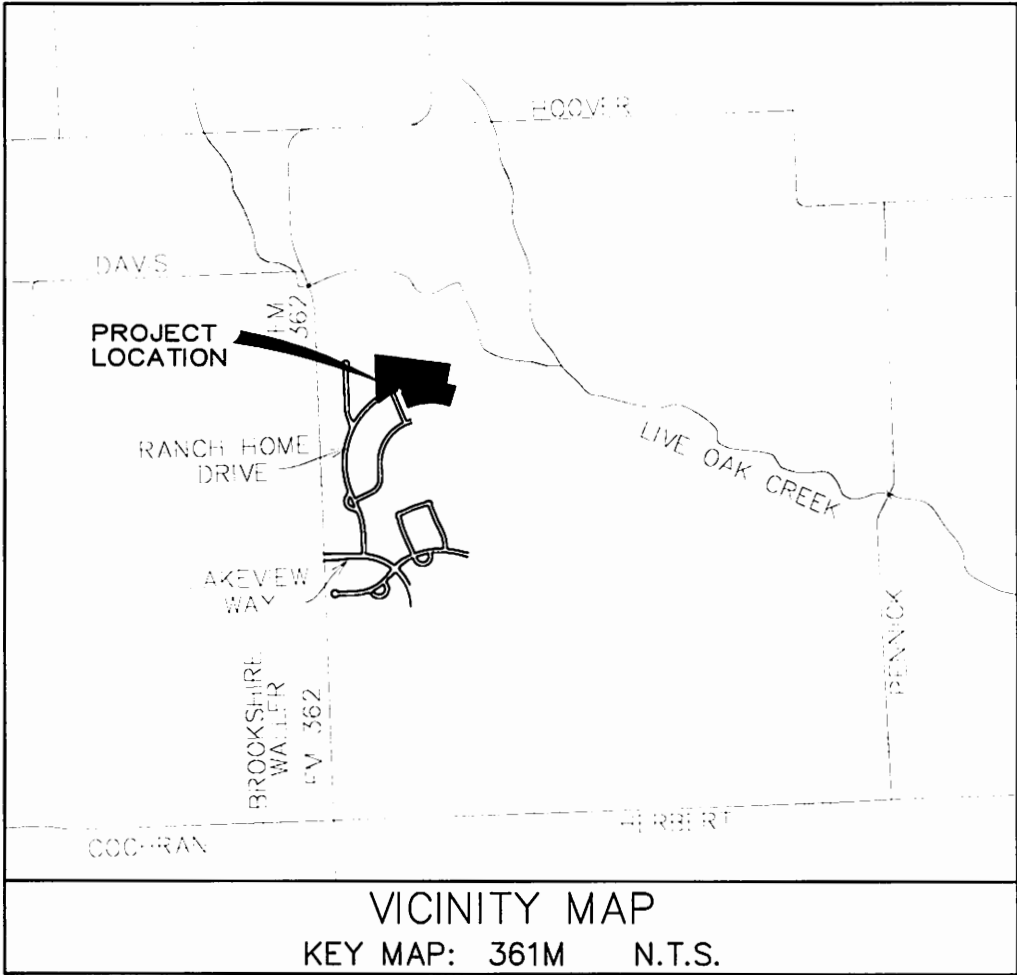
Date: September 18, 2024

Background

Final Plat of Lakeview Section 5 Subdivision which consists of 24.50 acres will include 21 Lots, 3 Blocks in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



FINAL PLAT OF LAKEVIEW SECTION FIVE

A SUBDIVISION OF 24.50 ACRES
LOCATED IN THE H. & T.C.R.R. CO. SURVEY NO. 58
(WILLIAMS McCUTCHEON SURVEY, A-315)
WALLER COUNTY, TEXAS.

21 LOTS 3 BLOCKS
SCALE: 1"=100' AUGUST, 2024

OWNER/DEVELOPER:
PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

800 BERING DRIVE, SUITE 350
HOUSTON, TEXAS 77057
TEL. 713-854-8485
KIRK@LONESTARALLIANCE.COM

ENGINEER/SURVEYOR:

JOB NO. 41596-07-012
DATE AUGUST 2024
DESIGNER
CHECKED DRAWN
SHEET 1 OF 8

LAKEVIEW SECTION FIVE
WALLER COUNTY, TEXAS

OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

PAPE-DAWSON
ENGINEERS

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD., THIRD FLOOR | HOUSTON, TX 77042 | 713.428.2400
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10193974

STATE OF TEXAS
COUNTY OF WALLER

WE, KIRK M. PFEFFER AND MARY VICTORIA PFEFFER FARRELL, PRESIDENT AND SECRETARY RESPECTIVELY, OF PRAIRIE LEGACY PARTNERS, INC., OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF LAKEVIEW SECTION FIVE, 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 FIVE (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 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 ALL DRAINAGE OF 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 NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND 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/OR 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 _____ VOLUME _____ OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE AFORESAID PRAIRIE LEGACY PARTNERS, INC., 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 CONFINES 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, HERETO, PRAIRIE LEGACY PARTNERS, INC., A TEXAS CORPORATION, HAS CAUSED TO BE SIGNED BY KIRK M. PFEFFER, ITS PRESIDENT, ATTESTED BY ITS SECRETARY, MARY VICTORIA PFEFFER FARRELL, AND ITS SEAL,

THIS 26th DAY OF August, 2024.

PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

BY: Kirk M. Pfeffer
KIRK M. PFEFFER, PRESIDENT

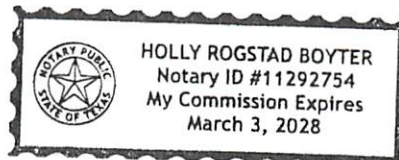
ATTEST: Mary Victoria Pfeffer Farrell
MARY VICTORIA PFEFFER FARRELL, SECRETARY

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KIRK M. PFEFFER, PRESIDENT, AND MARY VICTORIA PFEFFER FARRELL, SECRETARY OF PRAIRIE LEGACY PARTNERS, INC., KNOWN TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS, 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 26th DAY OF August, 2024.

Holly Rogstad Boyter
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES: March 3, 2028



SEPTIC SYSTEM CERTIFICATION

THIS IS TO CERTIFY THAT LAKEVIEW SECTION FIVE LIES IN THE ArA, GsaA, AND Wca SOIL FORMATIONS. THESE SOIL FORMATIONS HAVE VARIOUS STRATA TO A DEPTH OF 80 INCHES. SUITABLE SYSTEMS IN THIS/THESE FORMATIONS CAN BE AEROBIC TREATMENT WITH EITHER SURFACE SPRAY DISTRIBUTION OR SUBSURFACE DRIP DISTRIBUTION.

CERTIFIED TRUE AND CORRECT

Jennifer Ross
JENNIFER ROSS REHS/RS
REGISTRATION NO. 4584

8/23/2024
DATE



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.

PER TEXAS ADMINISTRATIVE CODE 285.4, FACILITY PLANNING [C] REVIEW OF SUBDIVISION OR DEVELOPMENT PLANS. PERSONS PROPOSING RESIDENTIAL SUBDIVISIONS, MANUFACTURED HOUSING COMMUNITIES, MULTI-UNIT RESIDENTIAL DEVELOPMENTS, BUSINESS PARKS, OR OTHER SIMILAR STRUCTURES THAT USE OSSFs FOR SEWAGE DISPOSAL SHALL SUBMIT PLANNING MATERIALS FOR THESE DEVELOPMENTS TO THE PERMITTING AUTHORITY AND RECEIVE APPROVAL PRIOR TO SUBMITTING AN OSSF APPLICATION.

ENGINEER/SURVEYOR:

JOB NO. 41596-07-012
DATE APRIL 2024
DESIGNER
CHECKED DRAWN
SHEET 2 OF 8

LAKEVIEW SECTION FIVE
WALLER COUNTY, TEXAS

OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

**PAPE-DAWSON
ENGINEERS**

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD., THIRD FLOOR | HOUSTON, TX 77042 | 713.428.2400
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10193974

THIS IS TO CERTIFY THAT I, DEVIN R. ROYAL, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL # 48473C0275E, DATED 2/18/2009.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 0.2% ANNUAL CHANCE (500 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL # 48473C0275E, DATED 2/18/2009.

Devin Royal 8-26-24
DEVIN R. ROYAL
TEXAS REGISTRATION NO. 6667



I, J. ROSS McCALL, COUNTY ENGINEER OF WALLER COUNTY, HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF WALLER COUNTY.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

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

DATE _____

APPROVED BY COMISSIONERS COURT OF WALLER COUNTY, TEXAS, THIS

____ DAY OF _____, 2024 A.D.

CARBETT "TREY" J. DUHON III
COUNTY JUDGE

JOHN A. AMSLER
COMISSIONER, PRECINCT 1

WALTER E. SMITH, P.E., R.P.L.S.
COMISSIONER, PRECINCT 2

KENDRIC D. JONES
COMISSIONER, PRECINCT 3

JUSTIN BECKENDORFF
COMISSIONER, PRECINCT 4

NOTE: ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE

ON THE _____ DAY OF _____, 2024 A.D., AT _____ O'CLOCK _____ M., IN

FILE # _____ OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

DEBBIE HOLLAN
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY: _____
DEPUTY

ENGINEER/SURVEYOR:

JOB NO. 41596-07-012
DATE APRIL 2024
DESIGNER _____
CHECKED _____ DRAWN _____
SHEET 3 OF 8

LAKEVIEW SECTION FIVE
WALLER COUNTY, TEXAS
OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

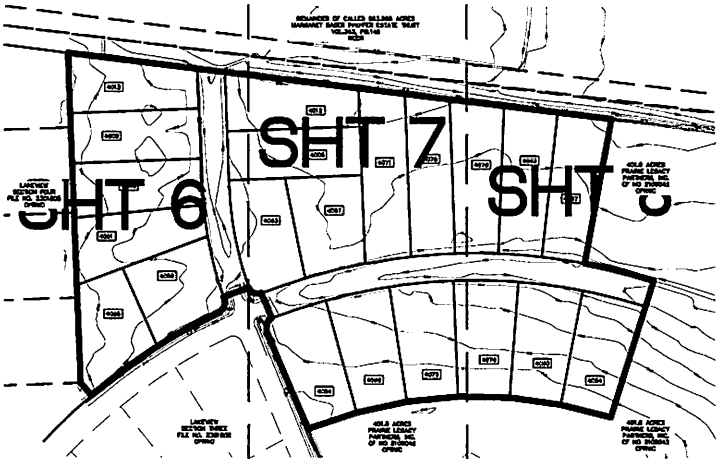
PAPE-DAWSON
ENGINEERS
HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD., THIRD FLOOR | HOUSTON, TX 77042 | 713.428.2400
TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10193974

METES AND BOUNDS DESCRIPTION 24.50 ACRES

Being a 24.50 acre tract of land located in the H.&T.C.R.R. Co. Survey No. 58 (William McCutcheon Survey, A-315), in Waller County, Texas; said 24.50 acre tract being a portion of a called 401.0 acre tract of land recorded in Clerk's File (C.F.) No. 2109042 of the Official Public Records of Waller County(O.P.R.W.C.); said 24.50 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, (NAD 83), South Central Zone and referenced to the west line of said 401.0 acre tract);

Beginning at a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the northeast corner of corner of Lot 18, Block 1 of Lakeview Section 4, a subdivision recorded under C.F. No. 2301805 of the O.P.R.W.C., on the north line of said 401.0 acre tract, and on the south line of a 50-foot wide pipeline easement recorded in Volume 0643, Page 943 of the Waller County Deed Records;

1. Thence, with the common line of said 401.0 acre tract and said pipeline easement, South 83 degrees 02 minutes 51 seconds East, a distance of 962.57 feet;
 2. Thence, continue with said common line, South 83 degrees 08 minutes 12 seconds East, a distance of 460.90 feet;
- Thence, through aforesaid 401.0 acre tract, the following nine (9) courses:
3. South 10 degrees 39 minutes 51 seconds West, a distance of 378.90 feet to the beginning of a non-tangent curve to the right;
 4. 185.31 feet along the arc of a curve to the right,said curve having a central angle of 06 degrees 55 minutes 01 seconds,a radius of 1535.00 feet and a chord that bears South 75 degrees 52 minutes 39 seconds East,a distance of 185.20 feet;
 5. South 17 degrees 34 minutes 51 seconds West,a distance of 370.00 feet;
 6. North 75 degrees 43 minutes 19 seconds West,a distance of 134.24 feet;
 7. North 82 degrees 19 minutes 39 seconds West,a distance of 134.24 feet;
 8. North 88 degrees 55 minutes 59 seconds West,a distance of 134.24 feet;
 9. South 84 degrees 27 minutes 40 seconds West,a distance of 134.24 feet;
 10. South 77 degrees 51 minutes 20 seconds West,a distance of 134.24 feet;
 11. South 71 degrees 16 minutes 15 seconds West,a distance of 133.39 feet to a point on the east right-of-way (R.O.W.) line of Cardinal Way (seventy-foot wide per C.F. No. 2301802 of the O.P.R.W.C.);
 12. Thence, with the east R.O.W. line of said Cardinal Way, North 23 degrees 01 minutes 26 seconds West,a distance of 274.46 feet to the beginning of a transition curve to the right to the south R.O.W. line of Ranch Home Drive (seventy-foot wide per C.F. No. 2301802 of the O.P.R.W.C.);
 13. Thence, with the south R.O.W. line of said Ranch Home Drive, 40.06 feet along the arc of said curve to the right,said curve having a central angle of 91 degrees 48 minutes 52 seconds,a radius of 25.00 feet and a chord that bears North 22 degrees 53 minutes 00 seconds East,a distance of 35.91 feet to the east terminus line of said Ranch Home Drive;
 14. Thence, with said terminus line, North 23 degrees 09 minutes 50 seconds West,a distance of 70.04 feet to the transition curve to the right from the north R.O.W. line of said Ranch Home Drive to the east R.O.W. line of said Cardinal Way;
 15. Thence, 39.95 feet along the arc of said curve to the right,said curve having a central angle of 91 degrees 33 minutes 04 seconds,a radius of 25.00 feet and a chord that bears North 65 degrees 31 minutes 24 seconds West,a distance of 35.83 feet to the north terminus line of said Cardinal Way;
 16. Thence, with said terminus line, South 70 degrees 15 minutes 08 seconds West,a distance of 70.00 feet to the west R.O.W. line of said Cardinal Way at the beginning of a non-tangent curve to the left;
 17. Thence, with said west R.O.W. line of Cardinal Way, 7.68 feet along the arc of a curve to the left,said curve having a central angle of 00 degrees 28 minutes 14 seconds,a radius of 935.00 feet and a chord that bears South 19 degrees 58 minutes 59 seconds East,a distance of 7.68 feet the transition curve to the right from the west R.O.W. line of said Cardinal Way to the north R.O.W. line of said Ranch House Drive;
 18. Thence, with the north R.O.W. line of said Ranch House Drive, 36.87 feet along the arc of said curve to the right,said curve having a central angle of 84 degrees 30 minutes 09 seconds,a radius of 25.00 feet and a chord that bears South 22 degrees 01 minutes 59 seconds West,a distance of 33.62 feet to the beginning of a curve to the left;
 19. Thence, continue with the north R.O.W. line of said Ranch House Drive, 398.07 feet along the arc of said curve to the left,said curve having a central angle of 14 degrees 51 minutes 31 seconds,a radius of 1535.00 feet and a chord that bears South 56 degrees 51 minutes 18 seconds West,a distance of 396.96 feet to the east corner of Lot 22, Block 1 of aforesaid Lakeview Section 4;
 20. Thence, with the east line of said Lakeview Section 4, North 40 degrees 34 minutes 27 seconds West,a distance of 43.20 feet to a found 5/8-inch iron rod with cap stamped "COSTELLO";
 21. Thence, continuing with said east line, North 2 degrees 10 minutes 28 seconds West,a distance of 854.31 feet to the Point of Beginning and containing 24.50 acres of land.



SHEET INDEX
SCALE: 1"=500'

ENGINEER/SURVEYOR:

JOB NO. 41596-07-012
DATE AUGUST 2024
DESIGNER
CHECKED DRAWN
SHEET 4 OF 8

LAKEVIEW SECTION FIVE
WALLER COUNTY, TEXAS
OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

PAPE-DAWSON
ENGINEERS

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD., THIRD FLOOR | HOUSTON, TX 77042 | 713.428.2400
TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10193974

GENERAL NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE.
2. NO PIPELINES OR PIPELINE EASEMENTS EXIST WITHIN THE BOUNDARIES OF THIS PLAT.
3. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, WALLER COUNTY, TEXAS, COMMUNITY PANEL NO. 48473C 0275 E DATED FEBRUARY 18, 2009, THE SUBJECT PROPERTY LIES WHOLLY WITHIN UNSHADED ZONE "X"(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD).
5. ELEVATIONS AND CONTOUR LINES SHOWN HEREON ARE BASED UPON HARRIS COUNTY FLOODPLAIN REFERENCE MARK NUMBER 110255 WHICH IS A TOP OF A BRASS DISK SET IN TOP OF THE EAST CONCRETE BRIDGE RAIL WHERE THE CENTER OF CYPRESS CREEK CROSSES PENICK ROAD, 29.1 FEET FROM THE NORTH END OF SAID BRIDGE RAIL. TO REACH BRIDGE TRAVEL 0.9 MILES SOUTH ALONG FM 362 FROM INTERSECTION WITH US 290 TO WASHINGTON, EAST ALONG WASHINGTON 0.3 MILES TO PENICK ROAD, SOUTH ALONG PENICK ROAD 8.0 MILES TO BRIDGE.
ELEVATION = 186.61 FEET, NAVD88, 2001 ADJUSTMENT
6. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITIONS OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED BY A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
7. SUBDIVISION BENCHMARK: 5/8-INCH IRON ROD WITH CAP SET IN RESERVE "A", BLOCK 3 OF PROPOSED LAKEVIEW SECTION THREE.
ELEVATION = 206.20 FEET, NAVD88, 2001 ADJUSTMENT
8. ALL LOTS SHALL HAVE A MINIMUM INTERIOR SIDE BUILDING LINE OF FIVE (5) FEET MEASURED FROM THE PROPERTY LINE.
9. ALL CORNERS OF THE SUBJECT TRACT ARE MARKED WITH A 5/8"IRON RODW ITH CAP STAMPED "PAPE-DAWSON", UNLESS OTHERWISE NOTED.
10. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL SEPTIC SYSTEM OR A PUBLIC SEWER SYSTEM.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.
12. SINGLE-FAMILY RESIDENTIAL LOTS SHALL NOT HAVE DIRECT ACCESS OR FRONT AN URBAN ARTERIAL OR AN URBAN COLLECTOR STREET.
13. PRIVATE STREETS SHALL BE CONSTRUCTED TO COUNTY STANDARDS IN ALL MATTERS. COUNTY SHALL NOT BE OBLIGATED IN THE FUTURE TO ACCEPT ANY PRIVATE STREET INTO THE COUNTY ROAD MAINTENANCE SYSTEM.
14. RIGHT-OF-WAY EASEMENTS FOR WIDENING STREETS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ALL STREET OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY STREET WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT OR MAINTENANCE.
15. OWNER'S RESPONSIBILITIES:

1) THE BUILDING OF ALL STREETS, BRIDGES OR CULVERTS IS THE RESPONSIBILITY OF THE OWNERS IN ACCORDANCE WITH THE PLANS PRESCRIBED BY COMMISSIONERS COURT. COMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS SHOWN ON THE PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS. UPON COMPLETION OF ALL OBLIGATIONS BY THE DEVELOPER AND WRITTEN APPROVAL FROM THE COMMISSIONERS COURT, THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINAGE OR PROTECTING THE STREETS.

2) THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THE PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

3) THE OWNERS OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

4) THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED UNDER THE TERMS AND CONDITIONS OF RESTRICTIONS FILED SEPERATELY. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY AFORESAID PRAIRIE LEGACY PARTNERS, INC., TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVSMION PRIOR TO CULMINATION OF EACH SALE.
17. IN A SUBDIVISION THAT IS NOT SERVED BY FIRE HYDRANTS AS PART OF A CENTRALIZED WATER SYSTEM CERTIFIED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AS MEETING MINIMUM STANDARDS FOR WATER UTILITY SERVICE, THE COMMISSIONERS COURT MAY REQUIRE A LIMITED FIRE SUPPRESSION SYSTEM THAT REQUIRES A DEVELOPER TO CONSTRUCT:

1) FOR A SUBDIVISION OF FEWER THAN 50 HOUSES, 2,500 GALLONS OF STORAGE; OR

2) FOR A SUBDIVISION OF 50 OR MORE HOUSES, 2,500 GALLONS OF STORAGE WITH A CENTRALIZED WATER SYSTEM OR 5,000 GALLONS OF STORAGE.

LEGEND

●	FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)	ROW	=	RIGHT OF WAY
●	SET 5/8" IRON ROD (PD)	SF	=	SQUARE FEET
●	SET 5/8" IRON ROD (PD)-ROW/LOT	IR	=	IRON ROD
AC	= ACRE	FD	=	FOUND
ESMT	= EASEMENT	OPRWC	=	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
AE	= AERIAL EASEMENT	WCDR	=	WALLER COUNTY DEED RECORDS
SSE	= SANITARY SEWER EASEMENT	DOC NO	=	DOCUMENT NUMBER
STM SE	= STORM SEWER EASEMENT	VOL	=	VOLUME
WLE	= WATER LINE EASEMENT	PG	=	PAGE
DE	= DRAINAGE EASEMENT	NTS	=	NOT TO SCALE
UE	= UTILITY EASEMENT			
BL	= BUILDING LINE	1111	=	PROPERTY ADDRESS
R	= RADIUS			

ENGINEER/SURVEYOR:

JOB NO. 41596-07-012
DATE AUGUST 2024
DESIGNER
CHECKED DRAWN
SHEET 5 OF 8

LAKEVIEW SECTION FIVE
WALLER COUNTY, TEXAS
OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

PAPE-DAWSON
ENGINEERS

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD., THIRD FLOOR | HOUSTON, TX 77042 | 713.428.2400
TBPB FIRM REGISTRATION #4170 | TBPB FIRM REGISTRATION #10193974

LAKEVIEW
SECTION FOUR
FILE NO. 2301805
OPRWC

LAKEVIEW
SECTION THREE
FILE NO. 2301802
OPRWC

ENGINEER/SURVEYOR:

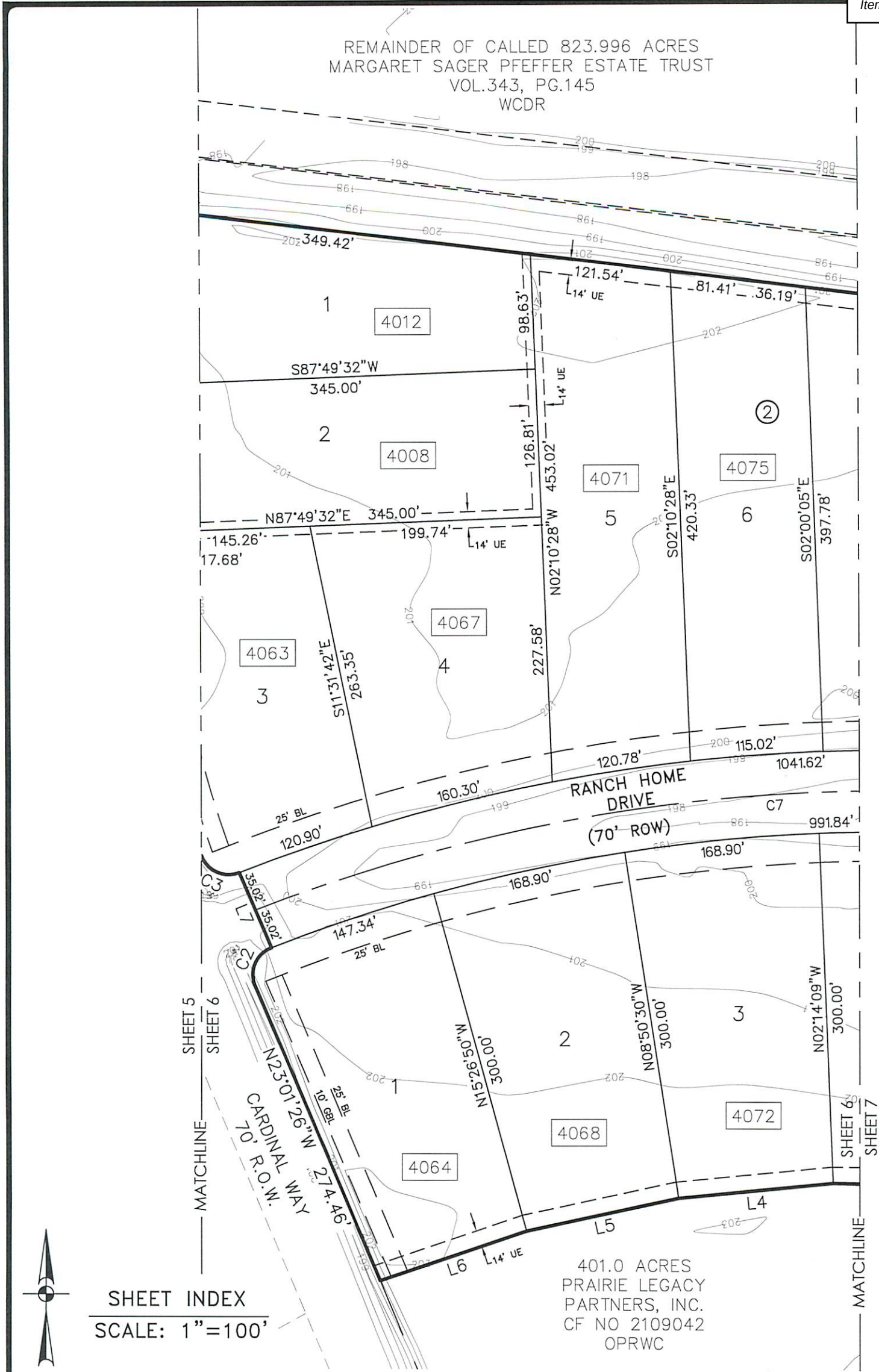
JOB NO. 41596-07-012
DATE AUGUST 2024
DESIGNER
CHECKED DRAWN
SHEET 6 OF 8

LAKEVIEW SECTION FIVE WALLER COUNTY, TEXAS

OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

**PAPE-DAWSON
ENGINEERS**

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD., THIRD FLOOR | HOUSTON, TX 77042 | 713.428.2400
TSP# FIRM REGISTRATION #470 | TSP# FIRM REGISTRATION #10193974



SHEET INDEX
SCALE: 1"=100'

ENGINEER/SURVEYOR:

JOB NO. 41596-07-012
DATE AUGUST 2024
DESIGNER
CHECKED DRAWN
SHEET 7 OF 8

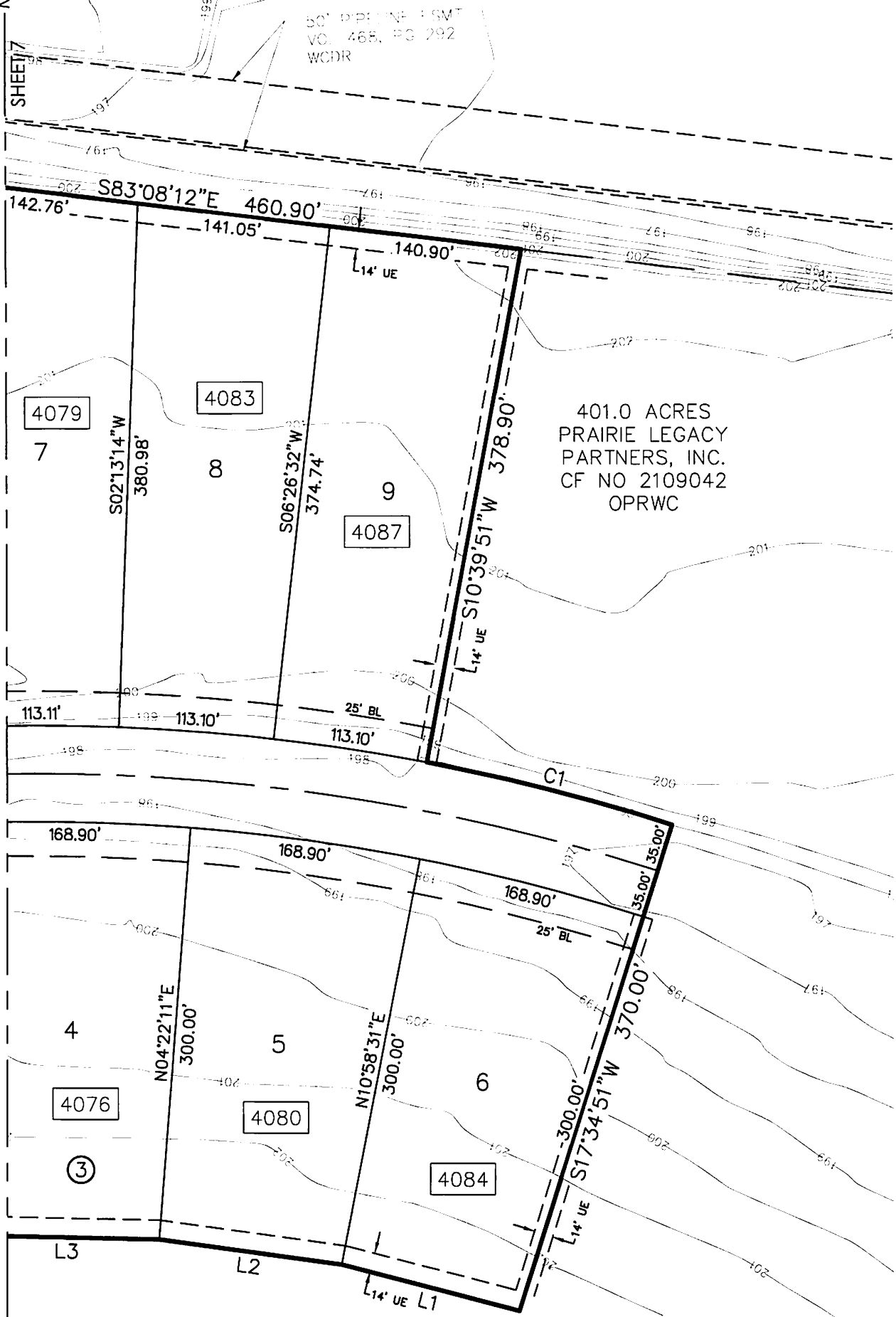
LAKEVIEW SECTION FIVE
WALLER COUNTY, TEXAS

OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

PAPE-DAWSON
ENGINEERS

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
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TBP FIRM REGISTRATION #470 | TBP FIRM REGISTRATION #10193974

SHEET 6
MATCHLINE
SHEET 7



SHEET INDEX
SCALE: 1"=100'

401.0 ACRES
PRAIRIE LEGACY
PARTNERS, INC.
CF NO 2109042
OPRWC

ENGINEER/SURVEYOR:

JOB NO. 41596-07-012
DATE AUGUST 2024
DESIGNER
CHECKED DRAWN
SHEET 8 OF 8

LAKEVIEW SECTION FIVE

WALLER COUNTY, TEXAS

OWNER/DEVELOPER: PRAIRIE LEGACY PARTNERS, INC.
A TEXAS CORPORATION

PAPE-DAWSON
ENGINEERS

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD., THIRD FLOOR | HOUSTON, TX 77042 | 713.428.2400
TBPB FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #10193974



Beyond Ready

2024 National 4-H Week Proclamation

WHEREAS, The _____ is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

RESOLVED, The _____, hereby designate October 6-12, 2024, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Date

Lease Agreement

xerox Item 35.

Customer: STATE OF TEXAS

BillTo: TEXAS AGRICULTURAL
WALLER COUNTY
TREASURER
425 FM 1488 RD
HEMPSTEAD, TX 77445

Install: TEXAS AGRICULTURAL
WALLER COUNTY
846 6TH ST
HEMPSTEAD, TX 77445-5402

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8245H2 (XEROX C8245H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8045 S/N 8TB571338 Trade-In as of Payment 77	9/23/2024

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. C8245H2	\$207.22	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0061	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0556	
Total	\$207.22	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: Carbett "Trey" J. Duhon, III	Phone: (979)826-7700	Kaylie Kyle (979)260-3377	
Signature: _____	Date: _____	For information on your Xerox Account, go to www.xerox.com/AccountManagement	

Terms and Conditions

INTRODUCTION:

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

GOVERNMENT TERMS:

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

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

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8245H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

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

GENERAL TERMS & CONDITIONS:

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

**INTERLOCAL AGREEMENT BETWEEN WALLER COUNTY AND
CITY OF PATTISON FOR THE REPAIR AND GRADING OF CITY STREETS**

THE STATE OF TEXAS §

COUNTY OF WALLER §

This Agreement is between Waller County, hereinafter called "County," and the City of Pattison, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state;

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions, including for the performance of services in the general area of streets, roads and drainage; and

WHEREAS, the County recognizes the need to provide safe and well-maintained public roadways, including city streets, for the benefit its citizens; and

WHEREAS, the City recognizes the need to provide safe and well-maintained public roadways the City for the benefit of its citizens; and

WHEREAS, both the County and City recognize the need for repairs to the City's streets, for the public purpose of providing safe and well-maintained public roadways for its citizens; and

WHEREAS, the County has manpower, equipment, and other resources to facilitate repairs; and

WHEREAS, the City has manpower, equipment, and other resources to facilitate repairs; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment, and other resources; and

NOW, THEREFORE, both the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows:

1. The County and City agree that road work and repair shall be governed on the following roads as set forth herein:

Clapp Road: FM 359 to FM 362 – Shall be maintained by Waller County; All the sections in the City will be maintained by the County including roadside ditch drainage.

Durkin Road: FM 359 to Royal Road – Shall be maintained by City of Pattison; All the sections in the County will be maintained by the City.

Royal Road: Durkin Road to FM 362 – Shall be maintained by City of Pattison; All the sections in the County will be maintained by the City.

Sterling Road: City Limits to approximately 700 feet South; Shall be maintained by City of Pattison; however, County will rehabilitate this section of road later this year when County rehabilitates the County's section of Sterling Road. The City shall contribute \$10,000.00 for road base, prime coat, and surfacing materials.

2. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
3. The Commissioner of Precinct 3 and 4 and the City Mayor shall coordinate reasonable requests for work done under this agreement.
4. The County and City understand that this agreement may be limited by budgetary restrictions, or the authority provided by the parties' respective governing bodies. Notwithstanding any provisions herein, this interlocal agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. If no funds or insufficient funds are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.
5. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City's streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County's streets, roads, ditches and recreational areas.
6. The County agrees to exercise due diligence in the routine maintenance of County equipment.
7. The term of this Agreement is for a period beginning on the date the Agreement is executed

and lasting five (5) years and shall automatically renew for successive 1 (one) year terms unless terminated as provided herein. Either party has the right to terminate this contract at any time upon fifteen (15) days written notice to the other party.

8. Notices to City shall be deemed given when delivered in person to the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at PO Box 223, Pattison, Texas 77466.

Notices to Waller County shall be deemed given when delivered in person to the Office of the County Judge or the next business day after the mailing of said notice addressed to Waller County by United States mail, certified or registered mail, return receipt requested, and postage paid at _____.

9. This Agreement shall be executed in duplicate originals.

Executed on this the _____ day of _____, 2024, by County Judge, on behalf of Waller County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____, 2024, by the City Mayor, on behalf of the City of Pattison, Texas, after approval by City Council.

COUNTY OF WALLER

CITY OF PATTISON

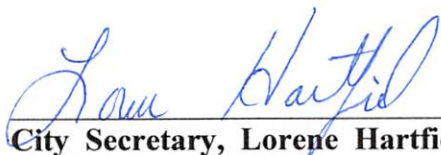
Waller County Judge



Mayor, Daphney Kirby, City of Pattison

ATTEST:

Waller County Clerk



City Secretary, Lorene Hartfiel, City of
Pattison

August 26, 2020

J. Ross McCall, PE
County Engineer
Waller County Road & Bridge
775 Bus 290 East
Hempstead, TX 77445
979-826-7670

Subject: Proposal for Professional Services
Riley Road at Birch Creek Draw Bridge Replacement
TxDOT Bridge ID# 122370AA0313002

Dear Mr. McCall:

IEA Inc. (IEA) is pleased to submit this proposal to provide professional engineering services for Riley Road at Birch Creek Draw Bridge Replacement.

SCOPE OF SERVICES and SPECIFICATIONS (as provided by Waller County) can be found in *Exhibit A*.

ADDITIONAL SERVICES can be found in *Exhibit B*.

PROPOSED LEVEL OF EFFORT (LOE) for both Scope of Services and Additional Services can be found in *Exhibit C*.

DESIGN SCHEDULE can be found in *Exhibit D*

SUBCONSULTANT SCOPE AND FEES can be found in *Exhibit E*

We present a Lump Sum fee of **\$ 280,163.96** to complete this task and deliver the project as described in the referenced scope. A detailed breakdown of this cost can be found in *Exhibit C* and is inclusive of all subconsultant fees.

We appreciate and look forward to the opportunity to work with you. Should you have any questions or require additional information, please do not hesitate to contact me at 979.583.7657.

Respectfully,



Trey Haskins, PE, PTP, CFM
Municipal Practice Leader

cc: Wilson Wong, PE, Houston Office Manager, IEA, Inc.

Attachments: 2024-08-08 Riley Road Bridge at Birch Creek Scope - Exhibit A

Waller Co - Riley Road at Birch Creek Draw - Exhibit B - Add Service - 8.23.24

Waller Co - Riley Road at Birch Creek Draw - Exhibit C - LOE - 8.22.24

Waller Co - Riley Road at Birch Creek Draw - Exhibit D - Schedule - 8.23.24

Waller Co - Riley Road at Birch Creek Draw - Exhibit E - Subs - 8.23.24

RILEY ROAD BRIDGE AT BIRCH CREEK DRAW

SCOPE OF SERVICES & SPECIFICATIONS

1. **Scope of Services:** The County is seeking to contract with a qualified Firm to provide engineering services for bridge replacement design for Riley Road at Birch Creek Draw (TxDOT Bridge ID# 122370AA0313002).

The Riley Road / Birch Creek Draw bridge is located in the northeastern portion of Waller County, approximately 1.4 miles west of FM 1774 as measured along Riley Road.

As part of this Scope of Services, the County commits to providing, as required, the following:

- A. A Project Manager to serve as the County's point of contact with the Selected Firm;
 - B. All available historic documentation necessary to perform the requested work;
 - C. Assistance with obtaining all required data and information from other local, regional, state, and federal agencies;
 - D. Reviews and/or inspections of the Selected Firm's design at specified project milestones;
 - E. Receipt of bids, Contractor selection, and payment of Contracted fees;
 - F. Materials testing; and
 - G. Communication relative to resolution of issues and direction through the County's Project Manager.
2. **Specifications:** All services provided by the Selected Firm shall be in coordination with the County Engineer. Final acceptance for design decisions and documentation is reserved for the County Engineer.

General: The Selected Firm shall provide the following services, at a minimum, in support of the proposed replacement of one bridge:

- Topographic and Boundary Survey
 - Project site including Right-of-Way improvements within 200-ft
 - Existing stream sections within 100-ft upstream and downstream of the proposed bridge, and
 - Surveys produced, signed, and sealed by Professional Surveyor registered to practice in the State of Texas
- Geotechnical investigation and report, including
 - Bridge pier/piling recommendations
 - Paving recommendations for approach sections, and
 - Basic slope stability recommendations for shoulders and abutments
- Hydraulic design
 - Maintain or exceed existing level of conveyance
 - Scour analysis or documentation as to why it is not needed
 - Erosion control / rip-rap design
- Traffic Control Plan for construction;
- Plans specification and estimates (PS&E) development and preparation;
- Construction Contracting Services
 - Engineer's Estimate of Probable Construction Costs
 - Preparation of bid solicitation documents
 - Review of bids and recommendation to County Engineer for award of Construction Contract

- Construction Management Support Services
 - Submittal reviews / RFI responses
 - Review of progress applications and recommendations to County Engineer
 - Structural inspections

The Selected Firm shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities set forth herein. The Selected Firm shall work to minimize, to the maximum extent possible, the need for the County to apply its own resources. The Selected Firm's Project Manager shall function as Project Manager for all Task Leaders involved in multiple and concurrent work authorizations.

PS&E Requirements

- Design Criteria
 - The Selected Firms shall prepare all work in accordance with the latest version of applicable Waller County procedures, specifications, manuals, guidelines, standard drawings, and standard specifications.
 - When design criteria are not identified in County manuals, the Selected Firm shall notify the County and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street* (latest Edition), TxDOT's *Roadway Design Manual*, TxDOT's *Hydraulic Design Manual*, and the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD).
 - The Selected Firm shall prepare each PS&E package in a form suitable for letting through the County's construction contract bidding and awarding process.
- Traffic Control Plans
 - The Selected Firm shall provide a Traffic Control Plan (TCP) as requested by the County.
 - The Selected Firm shall comply with the requirements of the most recent edition of the TMUTCD.

Cost Estimates

- Preparation
 - The Selected Firm is responsible for preparing cost estimates for assigned projects based upon schematics, feasibility studies, and utilizing current County or TxDOT cost data. Cost Estimates shall be broken down by major cost categories and sub-items.
 - Appropriate contingencies shall be defined along with applicable back-up supporting recommended value or contingency for a specified cost element, as appropriate.
 - Potential cost increase based upon anticipated construction year shall also be considered and noted.
 - The Selected Firm shall provide an independent team of disciplinary experts which is not involved in the daily performance of the scope of work to perform and independent verification of cost estimates.
- Deliverables
 - The Selected Firm shall provide to the County one (1) report detailing these cost estimates and documenting assumptions and parameters.

Other Requirements

- Right-of-Entry and Coordination
 - The Selected Firm shall notify the County and secure permission to enter private property to perform any surveying, environmental, engineering, or geotechnical activities needed off

- County right-of-way.
- Pursuant to County policy with the general public, the Selected Firm shall not commit acts which would result in damages to private property. The Selected Firm shall make every effort to comply with the wishes and address the concerns of affected private property owners.
- The Selected Firm shall contact each property owner prior to any entry onto the owner(s)' property and shall request concurrence from the County prior to each entry.
- Progress Reporting and Invoicing
 - The Selected Firm shall invoice according to the County's approved Fee Schedule for each Work Authorization. The Selected Firm shall submit each invoice in a format acceptable to the County.
 - The Selected Firm shall submit a monthly written progress report to the County's Project Manager. The Selected Firm's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete by task.
 - The Selected Firm shall prepare a letter of transmittal to accompany each document submittal to the County. At a minimum, the letter of transmittal must include the project name, project limits, and the County's Work Authorization number.

Level of Effort: The Selected Firm shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study. As directed by the County, the Selected Firm shall provide written justification regarding whether or not additional or repeated level of effort of earlier completed work is warranted, or if additional detail will be better addressed at a later stage in the project development. The level of effort should be estimated prior to any change in schedule for Scope completion.

Quality Assurance (QA) and Quality Control (QC): The Selected Firm shall provide peer review at all levels. For each deliverable, the Selected Firm shall have some evidence of its internal review and mark-up of that deliverable as preparation for submittal.

3. **Schedule:** The Riley Road bridge over Birch Creek Draw provides access to multiple subdivisions in northeast Waller County. In the Spring of 2024, one lane of the bridge was closed due to poor structural condition. As a result, truck traffic, buses and heavy vehicles were detoured to FM 1488. This route adds an additional 20 miles which severely impacts emergency response. An expedited delivery schedule is required for this project. Project letting should occur no later than October 2024.

The Selected Firm shall submit a proposed schedule for completion of the Scope of Services, to be formalized through further coordination with County Engineer. Proposed schedule shall:

- Include proposed design and bidding milestones
 - Data collection
 - Preliminary Engineering
 - Standard design review increments
- Time for regular meetings with County Engineer
- Contingencies

Riley Road Bridge at Birch Creek Draw**Bridge Replacement****TxDOT Bridge ID# 122370AA0313002****Scope of Services****Exhibit B - Additional Services**

IEA, as the Selected Firms, shall provide the following additional services not listed or outlined in the original Scope of Services provided by Waller County:

1. Develop and review three (3) alternative designs to facilitate expedited construction of the new bridge
2. Develop and review, as part of the alternative design analysis, alternate construction methodologies or Traffic Control Plans (Phased Construction, Total Closure, Low Water crossing, etc.) to facilitate expedited construction of the new bridge
3. Provide, as a deliverable to the County, a 3D bridge model to be shared with TxDOT upon completion of the project.

IEA, upon completion of items 1 and 2, shall meet with the County to review finding and determine the most economical and quickest design allowable.



EXHIBIT C - FEE SCHEDULE
LUMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER: IEA, INC.
SUBPROVIDERS: AGS ENGINEERING & CONSTRUCTION
SUBPROVIDERS: B2Z ENGINEERING
SUBPROVIDERS: TERRACON
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

SUMMARY OF FEE SCHEDULE					
	IEA, INC.	AGS ENGINEERING & CONSTRUCTION SURVEY	Subconsultants		TOTAL
			B2Z ENGINEERING - GEOTECHNICAL	TERRACON - ENVIRONMENTAL	
BASIC SERVICES (LUMP SUM)	\$189,802.00	\$23,766.96	\$37,500.00	\$6,000.00	\$257,068.96
ADDITIONAL SERVICES (T&M)	\$23,095.00				\$23,095.00
TOTAL	\$212,897.00	\$23,766.96	\$37,500.00	\$6,000.00	\$280,163.96



EXHIBIT C - FEE SCHEDULE (IEA, INC.)
LIMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
ROADWAY DESIGN CONTROLS (FC 110)							
DATA COLLECTION AND FIELD RECONNAISSANCE	3	3	3	3			12
PRELIMINARY ENGINEERING	2	2	2	2			8
DESIGN CRITERIA	1	1	2	2			6
DESIGN CONCEPT CONFERENCE	2	2	2	2	2		10
HOURS SUB-TOTALS	8	8	9	9	2	0	36
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$1,760.00	\$1,400.00	\$1,170.00	\$945.00	\$200.00	\$0.00	\$5,475.00
% DISTRIBUTION OF STAFFING	22.22%	22.22%	25.00%	25.00%	5.56%	0.00%	
SUBTOTAL (FC 160)							\$5,475.00

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
ROADWAY DESIGN CONTROLS (FC 160)							
REVIEW AND INCORPORATE SURVEY CONTROL MAP			1	2	2		5
EXISTING/PROPOSED TYPICAL SECTIONS	1	4	8	16	16		45
ROADWAY PLAN AND PROFILE (SCALE: H 1"=40' V 1"=4')	2	6	16	24	28		76
MISCELLANEOUS ROADWAY DETAILS & STANDARDS	1	1	8	12	16		38
ROADWAY CROSS SECTIONS (H 1"=20' V 1"=5')	2	6	12	20	24		64
CUT AND FILL QUANTITIES	1	1	4	12	12		30
ROADWAY QUANTITIES SUMMARY	1	2	8	16	8		35
HOURS SUB-TOTALS	8	20	57	102	106	0	293
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$1,760.00	\$3,500.00	\$7,410.00	\$10,710.00	\$10,600.00	\$0.00	\$33,980.00
% DISTRIBUTION OF STAFFING	2.73%	6.83%	19.45%	34.81%	36.18%	0.00%	
SUBTOTAL (FC 160)							\$33,980.00



EXHIBIT C - FEE SCHEDULE (IEA, INC.)
LIMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
DRAINAGE (FC 161)							
COLLECT SURVEY, AND FLOODPLAIN DATA		2	2	8			12
REVIEW AS-BUILTS, PLAN SETS AND PREVIOUS DRAINAGE REPORTS		2	4	8			14
REVIEW OF PROPOSED ROADWAY PLAN AND PROFILE	1	1	2	8			12
DELINEATION OF EXISTING DRAINAGE AREA		2	4	8	2		16
DEVELOP HYDROLOGIC MODEL FOR EXISTING CONDITION		2	4	8			14
DEVELOP HYDRAULIC MODEL FOR EXISTING CONDITION		2	4	8			14
DELINEATION OF PROPOSED DRAINAGE AREA		2	4	8	2		16
DEVELOP HYDROLOGIC MODEL FOR THE PROPOSED CONDITION		4	12	20			36
DEVELOP HYDRAULIC MODEL FOR THE PROPOSED CONDITION		4	12	16	8		40
COMPARE WATER SURFACE ELEVATIONS AND DESIGN IMPACT MITIGATION		2	6	12			20
FLOODPLAIN CUT AND FILL ANALYSIS		2	6	12			20
PREPARE DRAFT REPORT	2	2	12	24			40
PREPARE FINAL REPORT	2	2	12	24			40
HOURS SUB-TOTALS	5	29	84	164	12	0	294
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$1,100.00	\$5,075.00	\$10,920.00	\$17,220.00	\$1,200.00	\$0.00	\$35,515.00
% DISTRIBUTION OF STAFFING	1.70%	9.86%	28.57%	55.78%	4.08%	0.00%	
SUBTOTAL (FC 161)							\$35,515.00



EXHIBIT C - FEE SCHEDULE (IEA, INC.)
LIMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
SIGNING AND PAVEMENT MARKINGS (FC 162)							
PREPARE SIGN DETAILS SHEETS		1	1	4	6		12
PAVEMENT MARKINGS		1	1	4	6		12
SELECT PAVEMENT MARKINGS FROM STATE STANDARDS			1	1	1		3
DEVELOP SIGN AND PAVEMENT MARKING LAYOUTS	1	1	1	4	6		13
HOURS SUB-TOTALS	1	3	4	13	19	0	40
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$220.00	\$525.00	\$520.00	\$1,365.00	\$1,900.00	\$0.00	\$4,530.00
% DISTRIBUTION OF STAFFING	2.50%	7.50%	10.00%	32.50%	47.50%	0.00%	
SUBTOTAL (FC 162)							\$4,530.00

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
MISCELLANEOUS (ROADWAY) (FC 163)							
TRAFFIC CONTROL PLAN (ADVANCE WARNING, DETOUR PLAN, SEQUENCE)	2	2	12	18	14		48
ALTERNATE DETOUR/LOW WATER CROSSING ANALYSIS	1		10	16	14		41
MISCELLANEOUS TRAFFIC CONTROL DETAILS & STANDARDS	1		1	5	6		13
UTILITY ENGINEERING INVESTIGATION	1	1	2	3	3		10
COMPUTE & TABULATE QUANTITIES	2	1	5	5	5		18
MISCELLANEOUS DETAILS	1	1	3	6	6		17
EROSION CONTROL SHEET	1		5	10	14		30
EROSION CONTROL SUMMARY SHEET	1		3	10	10		24
MISCELLANEOUS EROSION DETAILS & STANDARDS	1		1	5	6		13
ESTIMATE	2	1	4	6	3		16
SPECIFICATIONS AND GENERAL NOTES	2	1	4	6			13
HOURS SUB-TOTALS	15	7	50	90	81	0	243
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$3,300.00	\$1,225.00	\$6,500.00	\$9,450.00	\$8,100.00	\$0.00	\$28,575.00
% DISTRIBUTION OF STAFFING	6.17%	2.88%	20.58%	37.04%	33.33%	0.00%	
SUBTOTAL (FC 163)							\$28,575.00



EXHIBIT C - FEE SCHEDULE (IEA, INC.)
LIMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)							
COORDINATE WITH SUBCONSULTANTS	8		10				18
REVIEW GEOTECHNICAL, ENVIRONMENTAL, AND SURVEY DATA	5		6				11
PROGRESS MEETINGS AND REPORTING	15		14				29
CONTRACT MANAGEMENT (INVOICES, PROGRESS REPORTS)	12		10			8	30
QA/QC REVIEWS	12		14				26
HOURS SUB-TOTALS	52	0	54	0	0	8	114
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$11,440.00	\$0.00	\$7,020.00	\$0.00	\$0.00	\$480.00	\$18,940.00
% DISTRIBUTION OF STAFFING	45.61%	0.00%	47.37%	0.00%	0.00%	7.02%	
SUBTOTAL (FC 164)							\$18,940.00



EXHIBIT C - FEE SCHEDULE (IEA, INC.)
LIMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
BRIDGE DESIGN (FC 170)							
EVALUATE UP TO 3 ALTERNATIVES							
(1) PREPARE PRELIMINARY DESIGN	2	14	14	28			58
(2) PREPARE COST ESTIMATE	2	3	6	14			25
(3) PREPARE EXHIBITS	2	5	6	28	36		77
BRIDGE 3D MODEL		2			18		20
BRIDGE LAYOUT	2	5	6	14	14		41
BRIDGE TYPICAL SECTION	1	2	3	14	6		26
BORING LOGS		1	2	3	3		9
FOUNDATION DESIGN	2	6	18	22	6		54
ABUTMENT PLAN & ELEVATION		10		18	28		56
ABUTMENT DETAILS		5		14	14		33
BRIDGE SLAB PLAN & TYPICAL SECTION		5		10	14		29
BRIDGE BEAM LAYOUT		10		18	5		33
PRESTRESSED BEAM DESIGN TABLE		6		14	5		25
SUMMARY OF BRIDGE QUANTITIES & ELEVATIONS	1	6	8	14	3		32
BRIDGE STANDARDS		3	2	5	3		13
PREPARE SPECIFICATIONS AND SPECIAL PROVISIONS		3	4	2		4	13
QAQC		14					14
HOURS SUB-TOTALS	12	100	69	218	155	4	558
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$2,640.00	\$17,500.00	\$8,970.00	\$22,890.00	\$15,500.00	\$240.00	\$67,740.00
% DISTRIBUTION OF STAFFING	2.15%	17.92%	12.37%	39.07%	27.78%	0.72%	
SUBTOTAL (FC 170)							\$67,740.00

DIRECT EXPENSES (BASIC SERVICES)	QUANTITY	UNIT	RATE				TOTAL
MILEAGE	600	MI	\$ 0.545				\$327.00
PHOTOCOPIES B/W (8 1/2" x 11")	200	EA	\$ 0.15				\$30.00
PHOTOCOPIES B/W (11" X 17")	300	EA	\$ 0.30				\$90.00
PHOTOCOPIES COLOR (8 1/2" X 11")	30	EA	\$ 1.00				\$30.00
PHOTOCOPIES COLOR (11" X 17")	30	EA	\$ 1.50				\$45.00
SUBTOTAL DIRECT EXPENSES (BASIC SERVICES)							\$522.00



EXHIBIT C - FEE SCHEDULE (IEA, INC.)
LIMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONSTRUCTION ENGINEERING (FC 351)							
ENGINEER'S ESTIMATE OF PROBABLY CONSTRUCTION COSTS		1	3	6			10
PREPARATION OF BID SOLICITATION DOCUMENTS	3	4	5				12
REVIEW OF BIDS/RECOMMENDATION TO COUNTY ENGINEER	3	2	5				10
ATTEND PRE-BID / PRE-CONSTRUCTION MEETING	8	6					14
ATTEND FIELD MEETINGS/ CONDUCT SITE VISITS		4	5				9
CALCULATE QUANTITIES AND ASSIST IN PREPARING CHANGE ORDERS	2	1	3	6			12
REVIEW AND APPROVE SHOP DRAWINGS		1	6	12			19
SUBMITTAL REVIEWS / RFI RESPONSES	2	1	6	8	10		27
REVIEW OF PROGRESS APPLICATIONS/RECOMMENDATIONS TO ENGINEER	2	1	6	12			21
CONSTRUCTION SITE VISITS	2	8	8				18
STRUCTURAL INSPECTIONS		4	4				8
HOURS SUB-TOTALS	22	33	51	44	10	0	128
CONTRACT RATE PER HOUR	\$220.00	\$175.00	\$130.00	\$105.00	\$100.00	\$60.00	
TOTAL LABOR COSTS	\$4,840.00	\$5,775.00	\$6,630.00	\$4,620.00	\$1,000.00	\$0.00	\$22,865.00
% DISTRIBUTION OF STAFFING	17.19%	25.78%	39.84%	34.38%	7.81%	0.00%	
SUBTOTAL (FC 351)							\$22,865.00

DIRECT EXPENSES (FC 351)	QUANTITY	UNIT	RATE				TOTAL
MILEAGE	400	MI	\$ 0.545				\$218.00
PHOTOCOPIES B/W (8 1/2" x 11")	40	EA	\$ 0.15				\$6.00
PHOTOCOPIES B/W (11" X 17")	20	EA	\$ 0.30				\$6.00
SUBTOTAL DIRECT EXPENSES (FC 351)							\$230.00



EXHIBIT C - FEE SCHEDULE (IEA, INC.)
LIMP SUM

8/26/2021
re Item 38.

PRIME PROVIDER NAME: IEA, Inc
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

SUMMARY BY FUNCTION CODE (BASIC SERVICES)	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL COSTS BY FC
ROADWAY DESIGN CONTROLS (FC 110)	8	20	57	102	106	0	\$33,980.00
DRAINAGE (FC 161)	5	29	84	164	12	0	\$35,515.00
SIGNING AND PAVEMENT MARKINGS (FC 162)	1	3	4	13	19	0	\$4,530.00
MISCELLANEOUS (ROADWAY) (FC 163)	1	3	4	13	19	0	\$28,575.00
PROJECT MANAGEMENT (FC 164)	52	0	54	0	0	8	\$18,940.00
BRIDGE DESIGN (FC 170)	12	100	69	218	155	4	\$67,740.00
SUBTOTAL LABOR EXPENSES	79	155	272	510	311	12	\$189,280.00
SUBTOTAL DIRECT EXPENSES							\$522.00
TOTAL							\$189,802.00

SUMMARY BY FUNCTION CODE (ADDITIONAL SERVICES)	TOTAL COSTS BY FC						
CONSTRUCTION ENGINEERING (FC 351)							\$22,865.00
SUBTOTAL LABOR EXPENSES							\$22,865.00
SUBTOTAL DIRECT EXPENSES							\$230.00
TOTAL							\$23,095.00

Schedule Milestones	Dates	Aug				September										October										December										January '25									
		26	27	28	4	7	9	22	23	24	25	26	8	9	10	11	12	13	17	18	21	22	25	31	5	18	19	2	3	10	11	17	18	6	7	8	9	10							
DRAFT PSE Proposal to Waller County	8/26																																												
FINAL PSE Proposal to Waller County	8/28																																												
Court Approval of PSE Proposal	9/4																																												
Design Kick Off Meeting	9/7																																												
Design Engineering (Bridge/Roadway/Drainage)	9/9 - 11/30																																												
30% Plans Submittal	9/26																																												
85% Plannns Submittal**	10/18																																												
100% Plans Submital**	10/25																																												
FINAL (Signed & Sealed) Plans Submital**	10/31																																												
Subconsultant Engineering (NTP on 9/24)	9/7 - 10/31																																												
Geotechnical Investigation	9/9 - 10/22																																												
Surveying (30 days)	9/9 - 10/9																																												
Environmental	9/9 - 10/18																																												
Construction Bidding	11/5 - 12/18																																												
1st Bid Notice	11/5																																												
2nd Bid Notice	11/19																																												
3rd Bid Notice	12/3																																												
Bids Due (Open in Comm. Court)	12/11																																												
Comm. Court Contractor Award (last Court of 2024)	12/18																																												
Anticipated Construction Kick-Off Meeting	1/6/25 - 1/10/25																																												
*Dates represent, worse case scenerios																																													
**Subject to Possible Change																																													



Ally General Solutions, LLC
dba AGS Engineering & Construction
5300 Hollister Road, Ste. 111
Houston, TX 77040
Phone: (281) 888-7682
TX Engineer Firm No. 13574
TBPELS Firm No. 10194392
Certified: DBE/SBE/MBE/HUB
SBA 8(A)/HUD Sec 3

August 23, 2024

Mr. Trey Haskins, PE, PTP, CFM
Municipal Practice Leader
IEA, Inc.
13501 Katy Freeway, Suite 3425
Houston, Texas 77079
rkalluri@kalluri.com
(D) 832-810-9643

Re: Waller County – Riley Road at Birch Creek
Bridge Replacement – Survey Proposal

Dear Mr. Kalluri:

Ally General Solutions, LLC dba AGS Engineering & Construction (AGS) would like to thank IEA, Inc. (IEA) for this opportunity to submit the following proposal for performing professional surveying services on the captioned project.

Project Overview and Scope

This project is located in the Northeastern part of Waller County, TX at the wooden bridge structure located at Riley Road and Birch Creek. The Birch Creek crossing is a wooden bridge for a rural road that is heavily wooded. Birch Creek is a non-developed creek and is heavily wooded. Access to cross section the creek is restricted by existing fence lines. For an AGS crew to access the creek to obtain channel cross sections, AGS will need to secure Right of Entry (ROE).

The limits of the survey will be 300-foot outward from begin and end of bridge with the survey extending outside the existing ROW 50-foot. The survey along the creek will be extended 200-foot outward from Riley Road's existing ROW lines.

The Scope of Services and Deliverables is outlined under Exhibit "B" - Scope of Services.

Compensation

AGS proposes to complete the work described in Exhibit "B" - Scope of Services for a lump sum fee outline in Exhibit "D" Fee Schedule (Lump Sum Method) without further modification to the scope of services.

Schedule

AGS will complete the work described in the Scope of Survey Services within thirty (30) working days (weekends and holidays not included) after receipt of your written notice to proceed.

Mr. Trey Haskins, PE, PTP, C
Waller County
Riley Road at Birch Creek
Bridge Replacement
AGS Cost Proposal
August 23, 2024

Item 38.

Again, I would like to thank you for this opportunity to submit this proposal and I look forward to working in partnership with you on making this a successful project. If we can provide additional information or be of further service, please do not hesitate to contact us. Should this proposal be acceptable, please sign, date, and return a copy to me for our file (**email: dcoyer@ags-e-c.com**). This will serve as acceptance of the terms contained herein and will serve as our written authorization to proceed.

If you have any questions, please call me at 281-888-7682.

Best regards,
AGS Engineering & Construction, LLC

Daniel P. Coyer

Daniel P. Coyer, R.P.L.S.
Vice President

Exhibit "B" - Scope of Services
(Page 1 of 1 Pages)

The field and office work will be performed following TxDOT Survey Requirements which can be found on TxDOT's web page named Surveyors Toolkit. Graphic files will be Bently Open Roads Design (ORD).

The following tasks will be completed:

1. HORIZONTAL AND VERTICAL CONTROL (ESTABLISH CONTROL FOR DESIGN SURVEY)
2. PREPARE SURVEY CONTROL REPORT TO INCLUDE CONTROL DATA SHEETS , CONTROL INDEX SHEETS AND H&V CONTROL SHEETS.
3. FIELD SURVEY - DESIGN - ROADWAY (300-FT OUTWARD FROM BEGIN/END OF BRIDGE)
4. OBTAIN HYDRAULIC CHANNEL CROSS SECTIONS OF BIRCH CREEK AT FACE OF BRIDGE, ROW LINE, 100-FT & 200-FT OUT FROM ROW LINE UPSTREAM AND DOWN STREAM, WITH BRIDGE DETAIL SKETCH FOR HIGH ORD AND LOW ORD PROFILE TO DETERMINE HYDRAULIC OPENING.
5. UTILITY RESEARCH/TEXAS 811 REQUEST
6. PREPARE DESIGN SURVEY FILE (OPEN ROADS DESIGN)
7. PREPARE SURVEY CONTROL MAP FOR PS&E (CONTROL INDEX SHEET, HORZ. & VERT. CONTROL SHEETS)
8. QA/QC - DESIGN SURVEY & SURVEY CONTROL, CHECKLISTS - DESIGN SURVEY & CONTROL SURVEY
9. ABSTRACTING RESEARCH (ABTRACTOR'S CERTIFICATES, ROW DEEDS, PLATS, ETC.)
10. LOCATE EXISTING ROW CORNERS/PROPERTY CORNERS.
11. PREPARE EXISTING ROW MAP SHEET FOR PER FINAL ROW MAP CHECK LIST FOR INSERTION INTO PS&E MAP SET
12. MONUMENT EXISTING ROW LINE
13. ADMINISTRATIVE - PROJECT SETUP, INVOICING, MEETINGS (TEAMS/PHONE CALLS)
14. ADMINISTRATIVE - PROJECT SETUP, INVOICING, MEETINGS (TEAMS/PHONE CALLS)

TxDOT Houston District has a four (4) step review/submittal process related to preparing existing ROW map sets. AGS is not proposing the level of effort for the four (4) TxDOT submittal/review process.

Exhibit “D” Fee Schedule (Lump Sum Method)

Sub-Consultant: Ally General Solutions, LLC
Highway: Riley Rd at Birch Creek
County: Waller
CSJ: XXXX-XX-XXX

Exhibiut D - Fee Schedule
Method of Payment: Lump Sum

Legacy Contract No.XX-XIDPXXX
P.A. Soft:
WA X

TASK DESCRIPTION	SURVEYOR (RPLS)-SENIOR TASK LEADER	SURVEYOR (RPLS)-JUNIOR	SURVEY TECH	CAD OPERATOR SENIOR	SURVEY FIELD CREW COORDINATOR	ABTRACTOR	ADMIN/ CLERICAL	2-MEN SURVEY CREW	3-MEN SURVEY CREW	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN - FC 160 (150)												
FIELD SURVEYING AND PHOTOGRAMMETRY												
HORIZONTAL AND VERTICAL CONTROL (ESTABLISH CONTROL FOR DESIGN SURVEY) (4-POINTS)	0.5	0	2	0	0			10	0	13		
PREPARE SURVEY CONTROL REPORT TO INCLUDE CONTROL DATA SHEETS , CONTROL INDEX SHEETS AND H&V CONTROL SHEETS	1	0	2	8	0				0	11		
FIELD SURVEY - DESIGN - ROADWAY (300-FT OUTWARD FROM BEGIN/END OF BRIDGE)	0.5	0	2	0	0				12	15		#DIV/0!
OBTAIN HYDRAULIC CHANNEL CROSS SECTIONS OF BIRCH CREEK AT FACE OF BRIDGE, ROW LINE, 100-FT & 200-FT OUT FROM ROW LINE UPSTREAM AND DOWN STREAM, WITH BRIDGE DETAIL SKETCH FOR HIGH ORD AND LOW ORD PROFILE TO DETERMINE HYDRAULIC OPENING.	0.5	0	2	0	0				10	13		#DIV/0!
UTILITY RESEARCH/TEXAS 811 REQUEST.	0.5		3	0	0					4		#DIV/0!
PREPARE DESIGN SURVEY FILE (OPEN ROADS DESIGN)	1		3	18						22		#DIV/0!
PREPARE SURVEY CONTROL MAP FOR PS&E (CONTROL INDEX SHEET, HORZ. & VERT. CONTROL SHEETS)	1	0	2	8	0					11		#DIV/0!
QA/QC - DESIGN SURVEY & SURVEY CONTROL, CHECKLISTS - DESIGN SURVEY & CONTROL SURVEY	1	0	2							3		#DIV/0!
ABSTRACTING RESEARCH (ABTRACTOR'S CERTIFICATES, ROW DEEDS, PLATS, ETC.)	1		2			24				27		#DIV/0!
LOCATE EXISTING ROW CORNERS/PROPERTY CORNERS.	1	0						10		11		
PREPARE EXISTING ROW MAP SHEET FOR PER FINAL ROW MAP CHECK LIST FOR INSERTION INTO PS&E MAP SET	0.5	0	2	12						15		
MONUMENT EXISTING ROW LINE	0.5		2					8		11		
PREPARE RIGHT OF ENTRY LETTERS TO SECURE RIGHT-OF-ENTRY FROM LANDOWNERS.	1						4			5		#DIV/0!
ADMINISTRATIVE - PROJECT SETUP, INVOICING, MEETINGS (TEAMS/PHONE CALLS)	2						3			5		
										0		
HOURS SUB-TOTAL	12	0	24	46	0	24	7	28	22	163	0	
CONTRACT RATE PER HOUR	\$179.72	\$133.50	\$115.53	\$115.53	\$89.86	\$77.02	\$84.72	\$200.00	\$245.00			
TOTAL LABOR COSTS	\$2,156.64	\$0.00	\$2,772.72	\$5,314.38	\$0.00	\$1,848.48	\$593.04	\$5,600.00	\$5,390.00	\$23,675.26		
% DISTRIBUTION OF STAFFING	7.36%	0.00%	14.72%	28.22%	0.00%	14.72%	4.29%	17.18%	13.50%			
SUBTOTAL - FC 160 (163)										\$23,675.26		

OTHER DIRECT EXPENSES	COST/UNIT		UNIT		QUANTITY							
Mileage (# of miles) (current state rate)	\$0.655		Mile	35 Mi Roundtrip	140							\$91.70
Courier Service	\$45.00		EACH									\$0.00
Photocopies B&W (11"x17")	\$0.25		EACH									\$0.00
Photocopies B&W (8 1/2"x11")	\$0.15		EACH									\$0.00
Photocopies Color (11"x17")	\$1.25		EACH									\$0.00
Photocopies Color (8 1/2"x11")	\$1.00		EACH									\$0.00
Plots (B&W on Bond)	\$1.00		per sq. ft									\$0.00
Plots (Color on Bond)	\$1.75		per sq. ft									\$0.00
CDs	\$2.00		EACH									\$0.00
USB Flash (up to 32 GB)	\$10.00		EACH									\$0.00
SUBTOTAL DIRECT EXPENSES												\$91.70

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$23,675.26
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$91.70
GRAND TOTAL	\$23,766.96

Note:
TxDOT Houston District has a four (4) step review/submittal process related for preparing existing ROW map sets. AGS not proposing the level of effort for the four (4) TxDOT submittal/review process

August 22, 2024

Client: IEA, Inc.

Attn: Mr. Trey Haskins, PE, PTP, CFM

Submitted Electronically Only via E-Mail: Trey Haskins – thaskins@ieaworld.com

**RE: Proposal for Geotechnical Drilling, Testing and Engineering Services (GEO)
Waller County – Riley Rd. @ Birch Creek Bridge Replacement**

B2Z Engineering is pleased to submit this cost proposal to provide Geotechnical Engineering Services (GEO) for the above-referenced project. We are presenting this letter and cost estimate to confirm our understanding of this project and providing a description of the tasks to be performed. The broad objective of our study will be to determine subsurface conditions for use by others in completing the design of the above referenced project. Described in this proposal are:

- Our understanding of pertinent project characteristics
- Our proposed scope for field and laboratory study
- Our proposed scope for engineering evaluation and reporting
- Our tentative project schedule
- Our project lump sum fee

I. Geotechnical Drilling and Miscellaneous Field Services (GEO - Drill)

Based on the location map (or general directive) provided to **B2Z**, we are proposing the drilling and sampling of subsurface materials within the project limits as follows:

- Geotechnical Borings (Bridge Location)
 - Two (2) Borings will be drilled at proposed location of Riley Rd. at Birch Creek Bridge (Borings will be advanced to a depth of approximately 70 feet below the existing top of natural ground per directive of Client) (Texas Cone Penetrometer – TCP). (Borings will be drilled atop the existing pavement for definition of existing pavement thickness and for sampling of the subgrade soils for proposed pavement analysis).

The Client will be responsible for obtaining any necessary permits or authorization, including any needed clearing, to access areas (right of entry) where the borings are to be drilled. B2Z will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project.

The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with TxDOT Standard Test Procedures (Tex-132-E – Texas Cone Penetration Testing). The soil will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of our drilling operations.

All samples will be removed from the sample apparatus during drilling operations. B2Z personnel will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory.

Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with bentonite chips. Borings taken in existing roadway where ACP/HMAC is present, will be patched with cold-mix asphaltic paving material.

This proposal **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

II. Geotechnical Laboratory Testing Services (GEO - Test)

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

- (1) Lab. Determination of Moisture in Soils (ASTM D2216 / Tex-103-E)
- (2) Atterberg Limits (ASTM D4318 / Tex-104 thru 106-E)
- (3) Gradation (-200) (ASTM D1140 / Tex-111-E)
- (4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422 / Tex-110-E)
- (5) Sulfate Content of Soil (ASTM C1580 / Tex-145-E)
- (6) Lime-Series Testing (pH) (Part III) (Tex-121-E)

III. Geotechnical Engineering Services (GEO – Eng)

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in an electronic engineering report / technical memo (.pdf), which will be prepared by one of our engineers. The report / memo will include a boring location plan, boring logs with laboratory classification of recovered soil samples. The scope of work for engineering shall include the following:

- The Engineer shall provide Recommendations for Pavement Design.
- The Engineer shall provide Bridge Foundation – Foundation Capacity Curves & L-Pile Parameters.
- The Engineer shall provide geotechnical parameters for use in scour analysis to include grain size distribution curves with D50 value.
- The Engineer shall provide a signed, sealed and dated Geotechnical Report.

Our report(s) will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project.

Project Schedule

We should be able to start the field work within 2 to 4 weeks after receiving your written authorization or after obtaining permission for rights of entry (ROE), whichever is later. Based on scope of work, field work will take approximately 2 days to complete. Final geotechnical report will be submitted approximately 4 weeks after completion of the field and laboratory testing.

Cost

Based on the scope of work outlined within this proposal, the cost of the field investigation, laboratory testing & geotechnical report will be a total cost of \$37,500 (Lump Sum Cost).

We appreciate the opportunity to propose on this project. We hope this proposal meets with your approval. If you have any questions, please contact us.

Respectfully Submitted,
B2Z Engineering



David A. Saenz, P.E., C.F.M.
Project Manager / Project Engineer



5307 Industrial Oaks Blvd, Ste 601

Item 38.

Austin, TX 78735

P 512-442-1122

F 512-442-1181

Terracon.com

August 19, 2024

IEA Inc.
13501 Katy Freeway
Suite 3425
Houston, Texas 77079

Attn: Mr. Trey Haskins, PE
P: (979) 583-7657
E: thaskins@ieaworld.com

RE: Proposal for Environmental Services

Riley Road Bridge at Birch Creek Draw
Waller County, Texas 77484
Terracon Proposal No. P96247498

Dear Mr. Haskins,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to IEA inc. (client) to provide Environmental services for the above-referenced project. The requested scope of service includes:

- Waters of the United States (WOTUS) Delineation

Terracon is a national consulting firm providing geotechnical and environmental engineering, hydrogeology, asbestos, and construction materials testing services. We have over 7,000 employees working in more than 180 offices across the United States. For more information regarding Terracon, please visit our website at www.Terracon.com.

1.0 PROJECT INFORMATION

The Riley Road / Birch Creek Draw bridge is located in the northeastern portion of Waller County, Texas, approximately 1.4 miles west of FM 1774 as measured along Riley Road. Terracon understands the Client is seeking a WOTUS delineation to support bridge replacement design and/or permitting. The survey area includes the project site (Birch Creek Draw Bridge) including Right-of-Way improvements within 200-feet and existing stream sections within 100-feet upstream and downstream of the proposed bridge. Please inform the undersigned at your earliest convenience if this information is not accurate.



2.0 SCOPE OF SERVICES

2.1 Waters of the United States (WOTUS) Delineation

This scope item is presented to assist the client in remaining in compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. The results of this scope may dictate the appropriate level of United States Army Corps of Engineers (USACE) permitting and/or coordination, if any. Terracon will perform subtasks to accomplish this task, including a desktop review, a site visit, and report preparation as described below.

2.1.1 Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historical topographic maps, soil surveys, plant species data, United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a thorough desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying potential aquatic resources on the site. Terracon will use this information to plan the on-site investigation and to limit investigation activities and identify areas that may be excluded from development. Terracon will consult with Client to identify areas that may not be developed (i.e., floodplain areas) to exclude from additional studies. In addition to GIS sources, Terracon will investigate the presence and/or availability of prior investigations at the property such as USACE verifications, environmental checklists, Environmental Impact Statements, or geotechnical reports. If prior investigations are identified, findings will be assessed in the desktop review and during the site visit, if applicable.

2.1.2 Site Visit

A qualified environmental professional will perform a site visit to determine the existence and locations of aquatic features, including wetlands. The delineation methodology will follow the 1987 USACE Wetland Delineation Manual and applicable regional supplements. Aquatic features will be mapped using a Global Positioning System (GPS) device capable of sub-meter accuracy and according to the procedures required by the USACE. The site visit will include completion of USACE wetland determination data forms with plant identification, notation of hydrologic indicators, and excavation of shallow soil profiles, as appropriate within each different vegetative community spread throughout the project



site. **Potentially jurisdictional waterbodies (i.e., Birch Creek Draw) will be identified by delineating ordinary high-water marks and then mapped using a GPS receiver with appropriate accuracy, and the procedures required by the USACE.** Following the site visit, exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of all aquatic resources identified onsite during the site visit will be prepared. Terracon will provide a professional opinion regarding the likelihood for the identified aquatic resources to be considered jurisdictional and regulated by the USACE.

2.1.3 Report Preparation

Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations, and findings, and provide site-specific conclusions and recommendations as appropriate. The Waters of the United States (WOTUS) Delineation report will briefly describe the project, methods/sampling procedures, and results as required by the USACE. A preliminary determination and description of potentially jurisdictional WOTUS and potentially non-jurisdictional aquatic resources identified on the project site will be described in detail. Wetland determination data forms completed in accordance with USACE guidelines for each observation point will be included. Several maps showing the project site against relevant geospatial data will also be included. Finally, professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale will be offered.

2.1.4 Task-Specific Limitations and Considerations

Wetlands are naturally evolving systems. Effects of man-made disturbances, temporal variations (e.g., rainfall, season, drought), and subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions, and recommendations.

This scope of work does not include an effort to inform, confirm, coordinate, or otherwise communicate Terracon's findings with the USACE, Environmental Protection Agency, or any other regulatory agency.

3.0 SCHEDULE, LIMITATIONS, and RELIANCE

3.1 Schedule

Task Services	Schedule
Waters of the United States (WOTUS) Delineation	
Desktop Review	15 business days following NTP
Site Visit	Scheduled within 15 business days following NTP
Draft Report Submitted to Client	20 business days following the site visit
Final Report Submitted to Client	5 business days following receipt of consolidated comments

In order to comply with the proposed schedule, the following items are required to be provided by the Client at the time of notification to proceed in order to meet the project completion date.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).

Please note that any requested information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of these tasks.

Site Access and Safety

The client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary project site access agreement. Terracon Consultants will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon Consultants retains the right to stop work without penalty at any time. Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon Consultant's pre-task planning and risk assessment processes.

3.2 Limitations

The findings and conclusions presented in the final reports will be based on the project site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees), or regulatory agency information used in the compilation of reports. The environmental services described above will be performed in accordance with that level and care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Except for the standard of care previously stated, Terracon makes no warranties or guarantees, express or implied, relating to Terracon's services and Terracon disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. The stated and inherent limitations of the Scope of Services proposed herein must be considered when the user formulates opinions as to potential regulatory requirements associated with development of the site.

WOTUS Delineations are of limited scope, are generally noninvasive, and cannot eliminate the potential that hidden conditions are present or may exist at the site beyond what is identified by the limited scope of this report. In conducting the scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that concerns may be documented in public records that are not reviewed. The reports do not include invasive assessments or other services not particularly identified and discussed herein. No assessment can wholly eliminate uncertainty regarding the potential for hidden conditions. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to information that has not been provided by the Client.

3.3 RELIANCE

The report(s) will be prepared for the exclusive use and reliance of the client. Reliance by any other party is prohibited without the written authorization of the client and Terracon Consultants, Inc.



If the client is aware of additional parties that will require reliance on the reports, the names, addresses, and relationships of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of the information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the reports by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information, and receipt of an additional minimum fee of \$500 per relying party.

Reliance on the reports by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and reports. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

4.0 COMPENSATION

Compensation for the proposed Scope of Service shall be completed on a Fixed Fee, Lump Sum basis as outlined in the table below. Invoicing will be monthly based on percent complete of the tasks authorized below.

Base Scopes of Service	Fee
WOTUS Delineation	\$6,000

The stated fees are valid only for 90 days after the date of this proposal. Once initiated, should the completion of the proposed Scope of Services be delayed by the client for a period exceeding four months, additional charges may apply. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a lump sum basis for an additional fee based on a not-to-exceed budget.

5.0 AUTHORIZATION

The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. If this proposal meets with your approval,



work may be initiated by returning a fully executed copy of this proposal to our Austin office.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please reach out to Bridgette Zapalac by phone (512-358-9935) or email (Bridgette.zapalac@terracon.com).

Sincerely,

Terracon Consultants, Inc.

Bridgette Zapalac

Bridgette Zapalac
Senior Scientist

A handwritten signature in black ink, appearing to read 'Jeff J', with a stylized flourish at the end.

Jeff Jenkerson
Authorized Project Reviewer

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between IEA, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Riley Road Bridge WOTUS project ("Project"), as described in Consultant's Proposal dated 08/19/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**Client: **IEA, Inc.**By:  Date: **8/19/2024**

By: _____ Date: _____

Name/Title: **Jeffrey T. Jenkerson, M.S., CWB / Project Scientist, Environmental Planning**Name/Title: **Trey Haskins /**Address: **5307 Industrial Oaks Blvd Ste 160
Austin, TX 78735-8821**Address: **13501 Katy Freeway Ste 3425
Houston, TX 77079**Phone: **(512) 442-1122** Fax: **(512) 442-1181**Phone: **(832) 494-3700** Fax: _____Email: **Jeff.Jenkerson@terracon.com**Email: **thaskins@ieaworld.com**

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** with attached exhibits (the "Agreement") is made as of _____, 2024 (the "Effective Date"), by and between **CENTURY LAND HOLDINGS OF TEXAS, LLC**, a Colorado limited liability company ("Developer"), and **WALLER COUNTY**, a political subdivision of the State of Texas (the "County"), the foregoing being sometimes referred to collectively as the "Parties."

A. Developer owns or plans to own approximately 318.1 acres of real property more particularly described by the metes and bounds attached to this Agreement as **Exhibit A**, of which all of the acreage is located in the County (the "Developer's Property").

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

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

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

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

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

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

2. **Cohesive Development.** The Parties desire to coordinate development of certain aspects of the Property, including but not limited to, the square footage, exterior materials, elevations, and other aspects of the Project described in the Plan of Development attached to this Development Agreement as **Exhibit B**. Developer hereby agrees to develop the Project substantially in accordance with the Plan of Development. Furthermore, Developer hereby affirmatively agrees not to develop or permit the development of any multi-family residential projects upon the Developer's Property in connection with the Project.

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

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

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

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

any notice of or relating to a default or claim of default by a party pursuant to this Agreement must be sent in accordance with the method provided in clause (a), (b), (c) or (e) in order to be effective. For purposes of notice, the addresses of the Parties shall be as follows:

Developer: Century Land Holdings of Texas, LLC
Attn: Mr. Jeff Inabnit
333 Cypress Run, Suite 200
Houston, Texas 77094
Email: Jeff.Inabnit@centurycommunities.com

with a copy to: Allen Boone Humphries Robinson LLP
Attn: David M. Oliver, Jr.
3200 Southwest Freeway, Ste. 2600
Houston, TX 77027
Email:
doliver@abhr.com

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

with a copy to:

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

controlled by or is under common control with Developer or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

8. **Duration, Amendment and Termination.** This Agreement may be terminated by unanimous written consent of the Parties, or their approved successors or assigns. Upon the termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect. To amend, supplement, or terminate this Agreement, the written consent of the Parties must first be obtained. This Agreement may not be amended, supplemented, or terminated except as provided herein.

9. **Invalidity and Enforcement.**

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

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

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

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

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

14. **Uniform Treatment.** Notwithstanding any provision herein to the contrary, neither Developer nor a municipal utility district encompassing the Developer Property shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district, municipal utility district or developer developing land within the County's unincorporated jurisdiction. It is the intention and desire of the County that development of the Property not be at a competitive disadvantage with other developments within the County.

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

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

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

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

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

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

18. **Law Enforcement.** Developer, the Homeowners’ Association to be created by the Developer (the “HOA”), or the municipal utility district encompassing the Developer Property shall contract with the Waller County Sheriff’s Office to provide supplemental police protection services to the Developer’s Property by a deputy sheriff at 50% buildout.

19. **Morrison Road Contribution.** In connection with the improvements to Morrison Road to be made by the County in connection with the Project (the “Morrison Road Improvements”), the Developer hereby agrees to fund an amount equal to \$322.50 per linear foot of Morrison Road Improvements to be constructed by the County, which shall be payable to the County on a pay estimate-by-pay estimate basis following the award of the applicable construction contract(s) by the County; provided, however, that Developer shall also have the option in its sole discretion to perform the Morrison Road Improvements following notice to the County prior to the award of a construction contract by the County.

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

[EXECUTION PAGES TO FOLLOW]

**CENTURY LAND HOLDINGS
OF TEXAS, LLC,**
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF HARRIS §

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

[SEAL]

Notary Public, State of Texas

WALLER COUNTY,
a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF WALLER §

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

[SEAL]

Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit A
Property



TBPE No. F-726
TBPLS No. 10092300

318.15 ACRES

FIELD NOTES of a 318.15 acre tract of land situated in the H.&T.C. R.R. Company Survey, Section 51, Abstract No. 143, Waller County, Texas; said 318.15 acre tract of land being that same called 318.6655 acre tract of land as conveyed to Gamal 318 Acres LLC, Gregory L. Miller, Trustee and Michael J. Miller, Trustee and recorded under Waller County Clerk's File No. (W.C.C.F. No.) 2113788; said 318.15 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990836.

BEGINNING at the Northeast corner of this tract of land, the Northeast corner of said 318.6655 acre tract and being in the Southerly right-of-way line of Morrison Road (50 feet wide, as occupied) from which a found 1-3/4-inch iron pipe bears N 87°35'04" E, 0.29 feet.

- 1) **THENCE** S 02°03'04" E, along the Westerly line of this tract of land and the Westerly line of said 318.6655 acre tract, at a distance of 25.18 feet pass 5/8-inch iron rod found in the West line of Peregrine Estates, Section I as recorded in Volume 301, Page 197 of the Waller County Deed Records (W.C.D.R.), continue a total distance of 5,220.34 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set at the Southeast corner of this tract of land, the Southeast corner of said 318.6655 acre tract, the Southwest corner of Lot 39 of said Peregrine Estates and in the Northerly right-of-way line of F.M. 529 (width varies) as recorded in Volume 144, Page 505 W.C.D.R. from which a 1-3/4 inch iron pipe found disturbed bears N 40°35'27" W, 2.72 feet.
- 2) **THENCE** S 87°53'10" W, along the Southerly line of this tract of land, the Southerly line of said 318.6655 acre tract and the Northerly right-of-way line of said F.M. 529, at a distance of 308.95 feet pass a disturbed found concrete monument, continue a total distance of 2,614.95 feet to the Southwest corner of this tract of land, the Southwest corner of said 318.6655 acre tract and the Southeast corner of a called 6.667 acre tract of land as described in deed to Twiggy Holdings, L.L.C. and recorded in W.C.C.F. No. 1901114, from which a found 1/2-inch capped iron rod stamped "RPLS 2085" bears S 17°06'40" W, 0.86 feet and a 1/2-inch capped iron rod stamped "RPLS 2085" found for the Southwest corner of said 6.667 acre tract and the Southeast corner of a called 310.5246 acre tract of land as described in deed to GR 310 L.L.C. and recorded in W.C.C.F. No. 2205137 bears S 87°16'07" W, 67.07 feet.



TBPE No. F-726
TBPLS No. 10092300

- 3) **THENCE** N 02°02'38" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Easterly line of said 6.667 acre tract a distance of 1,784.29 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a corner in the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Southwest corner of said 6.667 acre tract.
- 4) **THENCE** N 89°53'49" E along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Southerly line of said 6.667 acre tract a distance of 350.08 feet to a corner in the Westerly line of this tract of land, in the Westerly line of said 318.6655 acre tract and the Southeast corner of said 6.667 acre tract from which a found 5/8-inch iron rod (spinner) bears S 03°35'28" 0.52 feet.
- 5) **THENCE** N 02°11'00" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Easterly line of said 6.667 acre tract a distance of 429.54 feet to a corner in the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Northeast corner of said 6.667 acre tract from which a found 1/2-inch capped iron rod stamped "RPLS 2085" bears S33°44'49" W, 0.56 feet.
- 6) **THENCE** S 87°49'00" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Northerly line of said 6.667 acre tract a distance of 476.41 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" set for a corner in the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and being in the Easterly line of said 310.5246 acre tract.
- 7) **THENCE** N 01°56'21" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Easterly line of said 310.5246 acre tract a distance of 3,004.97 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Northwest corner of this tract of land, the Northwest corner of said 318.6655 acre tract, the Northeast corner of said 310.5246 acre tract and being in the Southerly right-of-way line of said Morrison Road from which a TxDot Aluminum Disk found at the Northwest corner of said 310.5246 acre tract and at the intersection of the Southerly line of said Morrison Road with the Easterly right-of-way line of F.M. 362 (width varies) bears S 87°35'04" W, a distance of 2,515.38 feet.



TBPE No. F-726
TBPLS No. 10092300

- 8) **THENCE** N 87°35'04" E along the Northerly line of this tract of land, the Northerly line of said 318.6655 acre tract and the Southerly right-of-way line of said Morrison Road a distance of 2,736.43 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 318.15 acres (13,858,485 sq.ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A handwritten signature in black ink, appearing to read "A. Munroe Kelsay", with a long, sweeping flourish extending to the right.

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: 10/03/2023

Job No: 231-060-00

File No: R:\2023\231-060-00\Docs\Description\Boundary\231-060-00_LTS(318.15 ac)_Desc.docx

Exhibit B
Plan of Development

EXHIBIT B
PLAN OF DEVELOPMENT
MIRABELLA

A. Introduction

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

Mirabella (Project) is a single-family community consisting of approximately 318 acres, located north of F.M. 529, approximately 3,500' east of F.M. 362. The tract is located fully within Waller County, in Precinct 3.

The developer desires to construct a community consisting of recreational amenities and open space, with a range of housing types and prices.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of property as is depicted in Figure 2 - Conceptual Plan. The land plan depicted in Figure 2 is preliminary and subject to change.

1. This Plan of Development includes the following sections:

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

B. General Provisions

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

Figure 1 - Boundary Exhibit
Figure 2 - Conceptual Plan
Figure 3 - Landscape and Open Space Plan
Figure 4 - Street Type Designation Map
Figure 5 - Street Cross-Section, Local Residential Street
Figure 6 - Street Cross-Section, Collector Street
Figure 7 - Fence Exhibit
4. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a municipal utility district shall be maintained by said District.
5. The homeowners' association shall enforce deed restrictions.



6. Developer agrees to provide "Increased Standard" street concrete thickness as provided in the table below, unless a geotechnical analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case the "Minimum Standard" below shall be provided with the recommended subgrade composition per the analysis.

Paving Standards	Local Streets	Collector Streets
Minimum Standard	6" thick concrete	7" thick concrete
Increased Standard	7" thick concrete	8" thick concrete

7. The developer or municipal utility district shall maintain a maintenance bond which shall commence on the effective date of the acceptance of the roads by the County and continue for a minimum one-year period but no longer than the earlier to occur of a two-year period or until 100% of the residences which are served by the accepted roads are substantially completed.
8. Waller County Municipal Utility District No. 46 is in the process of being created upon the property associated with the Project described in Exhibit 'A' to the Agreement. The target date for such a creation is the fourth quarter of 2024.
9. TxDOT has outlined plans for the expansion of FM 529 from SH 99 to FM 362, with an anticipated letting date in September 2027. As part of the preparatory measures, right-of-way acquisition is scheduled to occur on the south side of FM 529, adjacent to the project property. The current right-of-way width of FM 529, adjacent to the property, is 120 feet, which is the minimum right-of-way requirement for a major thoroughfare according to the Waller County Transportation Plan¹.
10. Morrison Road runs along the project boundary to the north and is classified as a major collector according to the Waller County Transportation Plan². A major collector requires an ultimate 80' right-of-way width. The developer shall dedicate up to 15' of right-of-way for Morrison Road. If the property owner to the north of Morrison Road decides to develop their property, they must also dedicate 15' of right-of-way so the ultimate width for the

¹ HGAC. "Waller County Transportation Plan," October 2019. Pg. 91. <https://www.h-gac.com/getmedia/3bb31f66-1e79-4fdd-ac21-3e9240e2ad43/waller-county-transportation-plan.pdf>.

² HGAC. "Waller County Transportation Plan," October 2019. Pg. 89. <https://www.h-gac.com/getmedia/3bb31f66-1e79-4fdd-ac21-3e9240e2ad43/waller-county-transportation-plan.pdf>.



- right-of-way can be 80 feet. The dedication shall occur in a piecemeal fashion along with each plat that abuts a portion of Morrison Road.
11. Morrison Road Contribution: In connection with the improvements to Morrison Road to be made by the County in connection with the Project, the Developer hereby agrees to fund an amount equal to \$322.50 per linear foot of Morrison Road Improvements to be constructed by the County, which shall be payable to the County on a pay estimate-by-pay estimate basis following the award of the applicable construction contract(s) by the County; provided, however, that Developer shall also have the option in its sole discretion to perform the Morrison Road Improvements following notice to the County prior the award of a construction contract by the County.
 12. As a prerequisite for the development outlined in this agreement, the developer shall conduct a comprehensive Traffic Impact Analysis (TIA) in accordance with the standards and guidelines established by TxDOT. The TIA shall thoroughly assess the potential impact of the proposed development on the surrounding transportation infrastructure, including but not limited to roadways, intersections, and traffic flow. The analysis shall consider factors such as vehicular and pedestrian movements, peak traffic hours, and any other relevant parameters.
 13. The developer acknowledges and agrees to be solely responsible for the installation of traffic control devices on all county roads affected by the development project described herein. The scope of responsibility includes, but is not limited to, the procurement, installation, and maintenance of all necessary traffic control devices in accordance with the TIA recommendations, county regulations and standards. All traffic control devices installed by the developer shall comply with the latest edition of the Texas Manual on Uniform Traffic Control Devices and any other relevant county ordinances, regulations, or standards in effect at the time of installation.
 14. Law Enforcement: Developer, the Homeowners' Association to be created by the Developer (the "HOA"), or the Municipal Utility District shall contract with the Waller County Sheriff's Office to provide supplemental police protection services to the Developer's Property by a deputy sheriff at 50% buildout.



C. Land Uses

1. The maximum number of single-family lots shall not exceed 1,250 lots (unless additional tracts of land are acquired and added to this PD). Currently, there is planned to be approximately 1,154 lots.
2. In accordance with the proposed PD, a portion of the land will be allocated for neighborhood park purposes, to equal one acre for each 54 proposed dwelling units. A minimum of 21.4 acres shall be dedicated for these purposes ($1,154 \text{ lots} / 54 = 21.4 \text{ acres}$). If additional lots are platted, the commensurate amount of parkland shall be dedicated. A parkland dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the parkland are described in Section E. Each plat does not need to stand on its own with regard to parkland dedication as parkland dedication shall be considered on a project total basis.
3. Multi-family development shall be prohibited within the Project.

D. Development Regulations

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

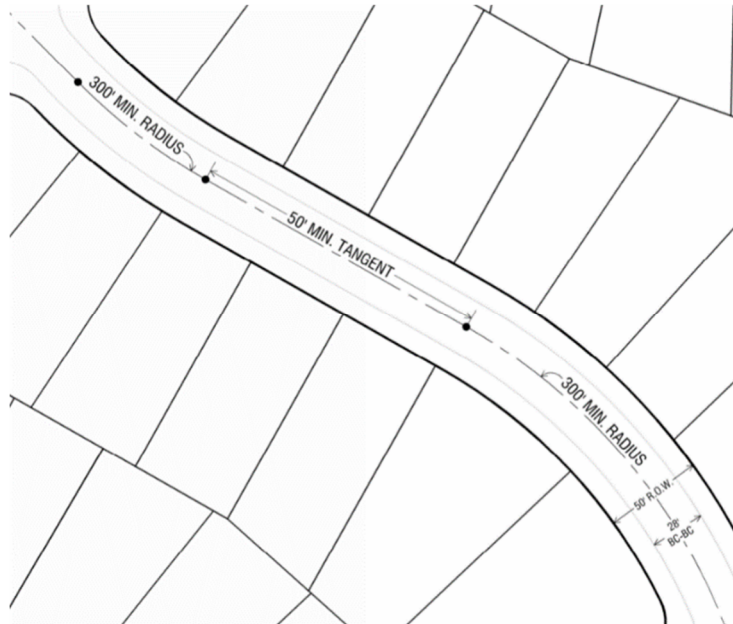
1. The maximum number of lots shall not exceed 1,250 lots (unless additional tracts of land are acquired and added to this PD).
2. At buildout, a minimum of 50% of the lots shall be at least 50 feet wide and a maximum of 30% of the lots shall be a minimum of 40 feet wide.
3. Maximum lot coverage: 65% calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.
4. Minimum front yard building setback: 25 feet; measured from the front property/right-of-way line.
5. Minimum side yard building setbacks: five feet for interior, non-corner lots and the non-street side of corner lots; 15 feet exterior side yard for corner lots. Minimum 25 feet garage setback if the garage door faces the side street.



6. Minimum rear yard building setback: Ten feet, except when the rear utility easement width is greater than ten feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than 15 feet wide that is adjacent to a major thoroughfare, the minimum rear yard building setback is 25 feet measured from the street right-of-way line and a minimum of ten feet from the rear property line. When a residential lot backs to a designated major thoroughfare and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three feet if a minimum of 25 feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major thoroughfare.
7. The minimum right-of-way width for local streets within the PD shall be 50 feet as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
8. The minimum right-of-way width for major collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
9. The minimum lot width within the PD shall be 40 feet as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
10. For local streets, curves shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius of 50 feet. The provisions of this standard were approved by variance by Commissioner's Court on March 20, 2024, and are described in Exhibit C.

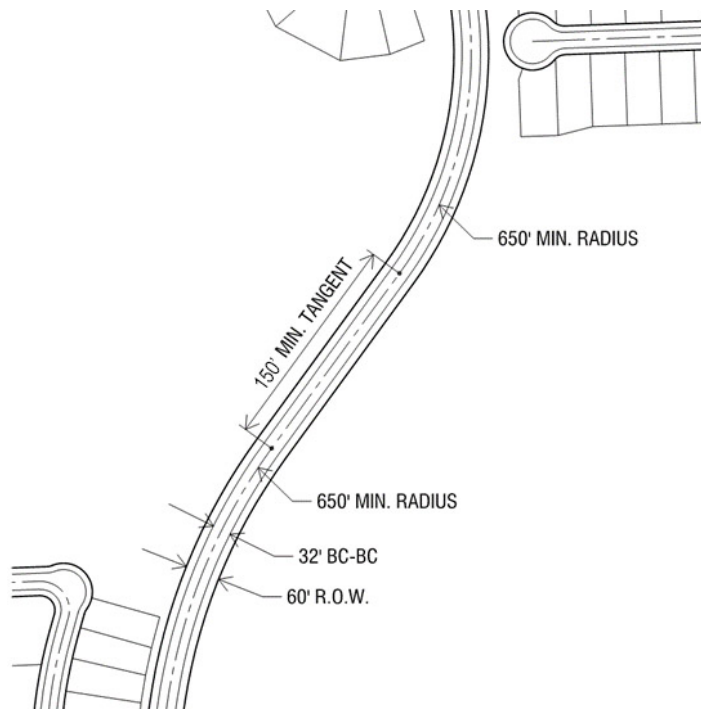


Diagram: Minimum Centerline Radius and Tangent
300' Minimum Centerline Radius
50' Minimum Centerline Tangent Distance between Curves
50' Right of Way
28' Back of Curb to Back of Curb



11. For major collector streets, curves shall have a minimum centerline radius of 650 feet. Reverse curves shall be separated by a tangent distance of not less than 150 feet. The provisions of this standard were approved by variance by Commissioner's Court on March 20, 2024, and are described in Exhibit C.

Diagram: Minimum Centerline Radius and Tangent
 650' Minimum Centerline Radius
 150' Minimum Centerline Tangent Distance between Curves
 60' Right of Way
 32' Back of Curb to Back of Curb



12. Cul-de-sac bulbs shall have a 60-foot right-of-way radius and a 50-foot paving radius as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
13. Compensating open space will be required for lots less than 5,000 square feet in area. Plats for lots below 5,000 square feet must include lot size tables to delineate this requirement. 200 square feet of compensating open space is required per lot.

Standards for Compensating Open Space:

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

14. Shade Trees:

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

15. Parking:

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

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

16. Screening:

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



E. Parks, Recreation and Trails

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

1. At least 50% of the acreage required for neighborhood parkland shall be provided by the following:
 - (a) Pocket parks: recreation reserves of a minimum 1/4 acre.
 - (b) Community parks: recreation reserves of a minimum of 1/2 acre.
 - (c) Trails: incorporated into the design of maintenance berms surrounding wet detention ponds. The maintenance berm shall have an average width of at least 30 feet and a minimum width of 20 feet, with 100% of the maintenance berm acreage counted towards parkland. It's important to note that trails planned around dry detention ponds will not contribute to meeting the parkland dedication criteria.
2. Each home shall be located within 1/4 mile of a pocket park or 1/2 mile of a community park.
3. The remainder of the acreage required for neighborhood parkland may be provided by the following:
 - (a) Unencumbered landscape buffer and open space
 - (b) Land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics, which shall serve as an alternative to parkland, if it complies with criteria listed below:
 - 1) Areas along lake and drainage channel borders have an average width of at least 30 feet and a minimum width of 20 feet; and
 - 2) Side slopes do not exceed a four to one (4:1) ratio; and
 - 3) If the maintenance berm is counted as parkland in the previous section, then it can not be double-counted into the calculation of remaining detention acreage that qualifies towards parkland dedication.



4. All pocket parks; community parks; unencumbered landscape buffer and open space; and land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall comply with the criteria listed below:
 - (a) Front a minimum of 60 feet on a public street.
 - (b) Contain additional man-made improvements provided by the developer such as: concrete cart paths, sidewalks, benches, playgrounds, or shelters that facilitate an active/passive human recreational role.
5. Minimum four-foot-wide sidewalks shall be provided along both sides of local residential streets and along the maintenance berms of wet detention ponds. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards.
6. Minimum four-foot-wide sidewalks shall be provided along both sides of internal collectors within the property. At the discretion of the developer, an eight-foot-wide joint use trail may be constructed on only one side of the right-of-way in lieu of two separate five-foot-wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. And if so provided, the HOA or District, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.
7. Trails incorporated into the design of maintenance berms surrounding wet detention ponds are considered as parkland and shall be installed within one year after the completion of the respected detention pond, as shown in Figure 3. Trail configurations are subject to change, but the quantity of trails will remain substantially the same.

F. Street Plan and Cross-Sections

1. All new construction will be concrete curb and gutter with ultimate storm sewer.
 - (a) Street cross sections listed below.
 - 1) Figure 5 - Street cross-section, Local Residential Street
 - 2) Figure 6 - Street cross-section, Collector Street



- (b) Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.
- (c) A single-lane roundabout shall be permitted along Mirabella Drive, the 60' internal collector street shown in Figure 4, for the purpose of enhancing traffic safety, improving traffic flow, and ensuring efficient transportation within Mirabella.

G. Building Regulations

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

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

MORRISON ROAD

318.1
ACRES

F.M. 529

Figure 1: Boundary Exhibit

A ± 318.1 Acre Tract located in Waller County, Texas.

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P:\231-060-00\LandPlan\Developer Agreement\Exhibits\For Exhibit Prep\Figure 1 - Boundary Exhibit.dwg Sep 11, 2024-2:58pm Edited by: awaggoner

0100'200'400'

SCALE: 1"=400'

TRUE SCALE AT 11" x 17"

NORTH

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

EHRA

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HOUSTON, TEXAS 77042
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TBPE No. F-726
TBPLS No. 10092300

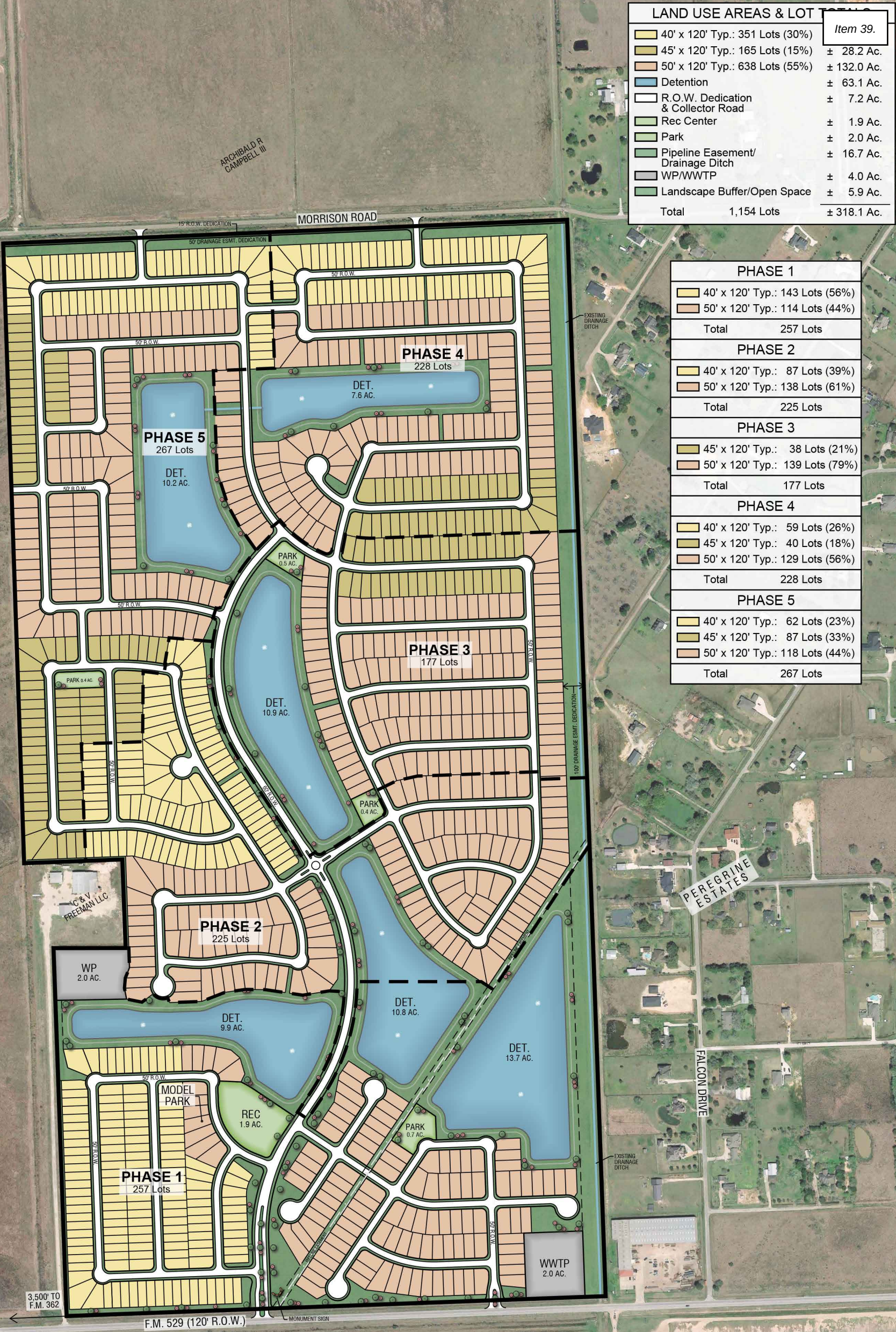
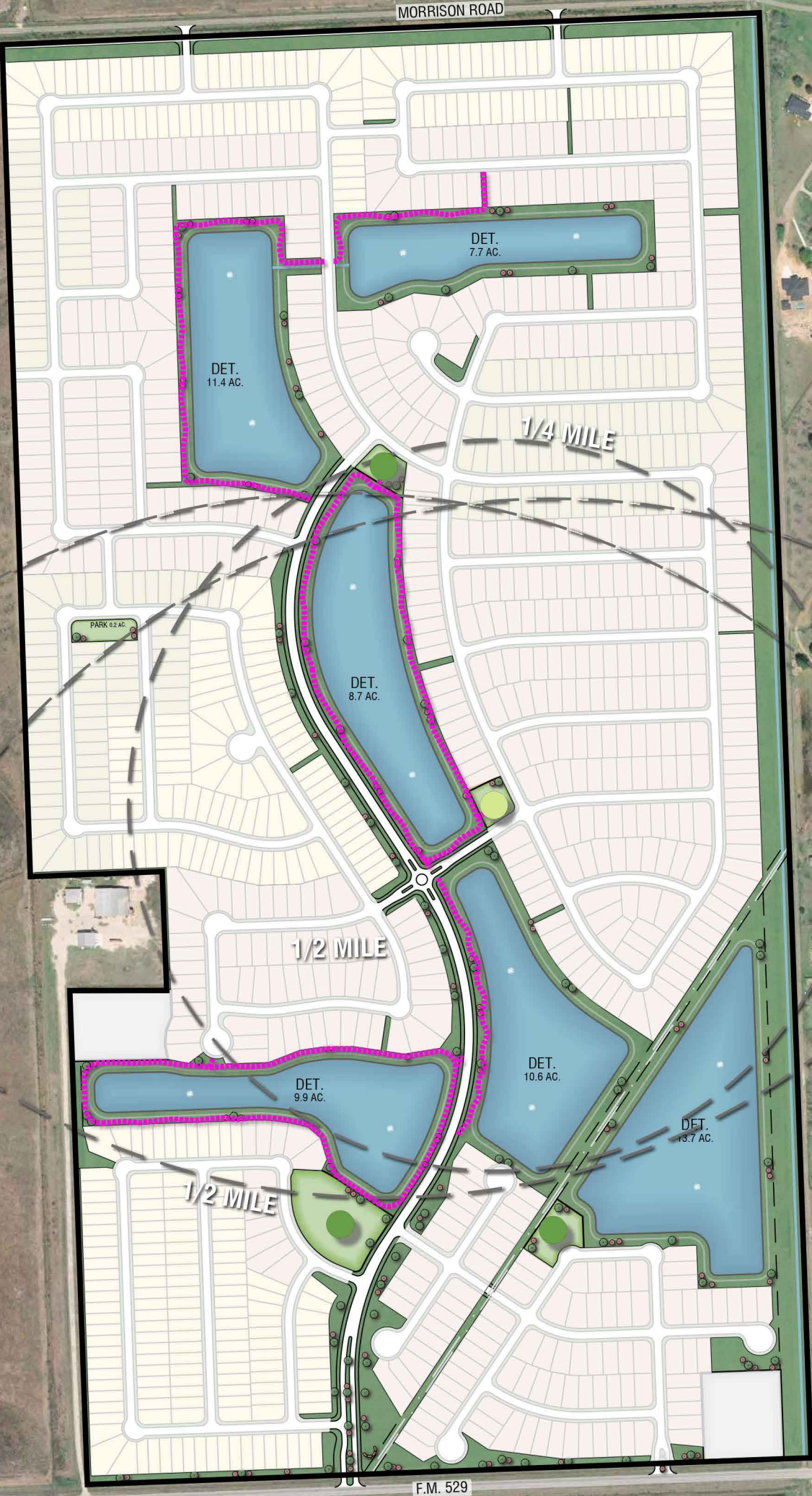


Figure 2: Conceptual Plan - 1,154 Lots

A ± 318.1 Acre Tract located in Waller County, Texas.

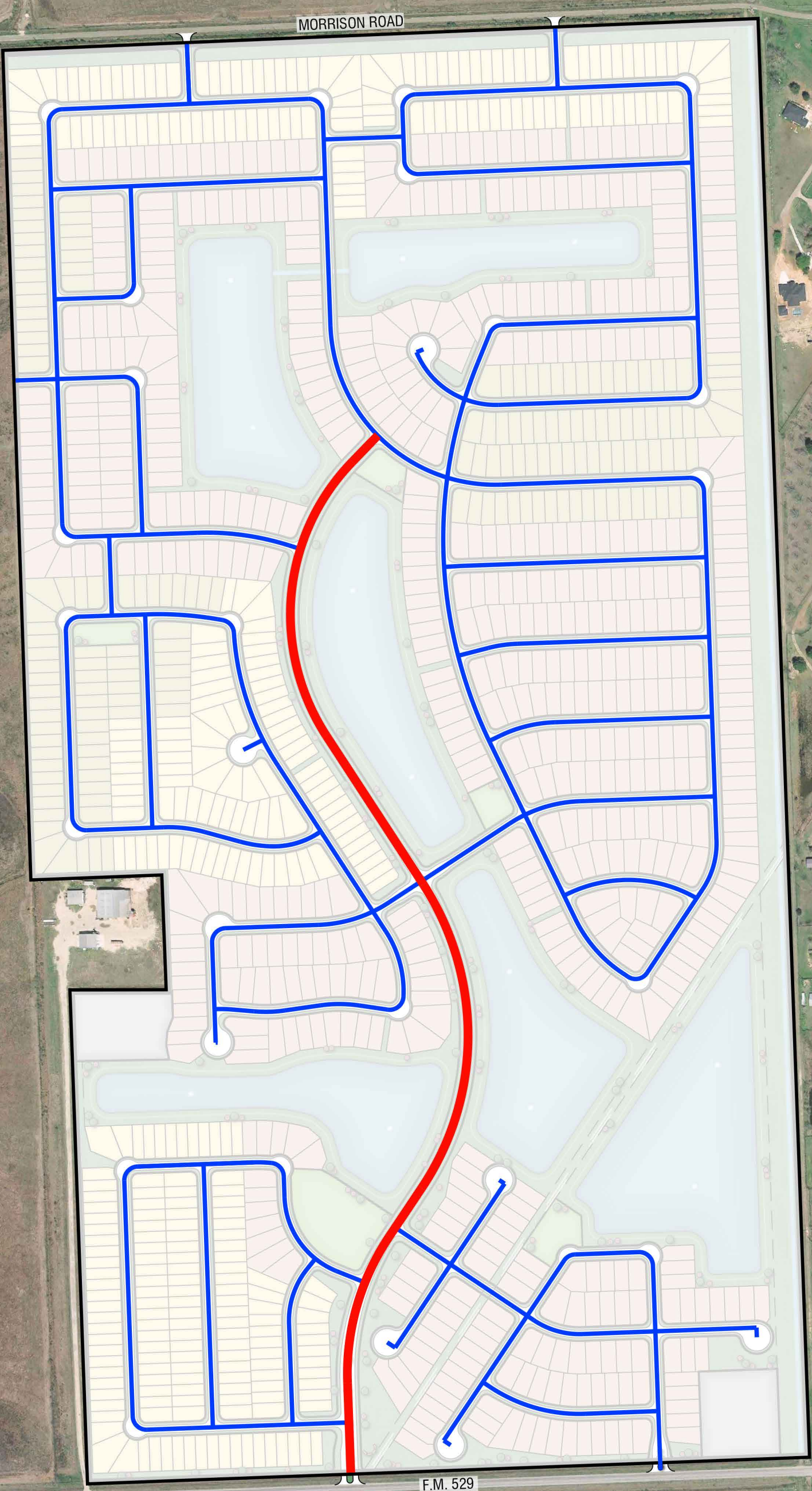


LEGEND

- REQUIRED NEIGHBORHOOD PARKLAND**
21.4 ACRES PER 54 LOTS @ 1,154 LOTS
- 50% MINIMUM SHALL BE POCKET PARK/ COMMUNITY PARK / TRAILS AROUND DETENTION PONDS
 - REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE (LANDSCAPE BUFFERS, OPEN SPACE, DETENTION AREAS)
- INDICATES PROPOSED COMMUNITY PARK (MINIMUM 1/2 AC.)
- INDICATES PROPOSED POCKET PARK (MINIMUM 1/4 AC.)
- INDICATES PROPOSED TRAILS

Figure 3: Landscape and Open Space Plan

A ± 318.1 Acre Tract located in Waller County, Texas.



LEGEND

Local Street (50' R.O.W.)

Internal Collector Street (60' R.O.W.)

Figure 4: Street Type Designation Map

A ± 318.1 Acre Tract located in Waller County, Texas.

0100'200'400'

SCALE: 1"=400'

TRUE SCALE AT 11" x 17"

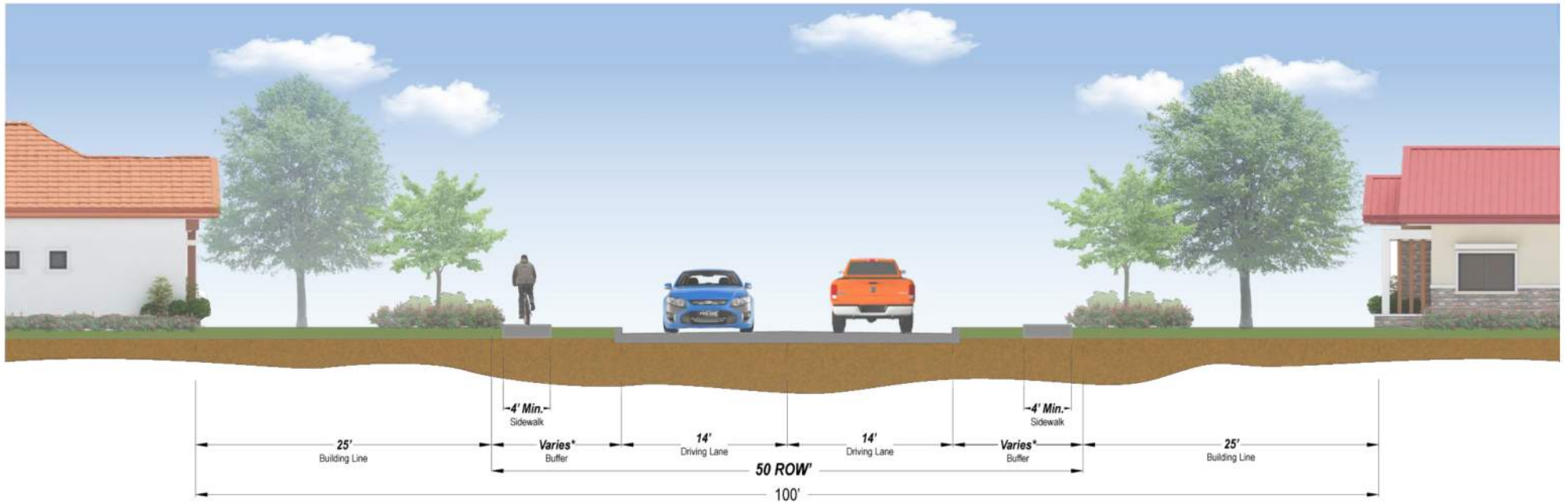
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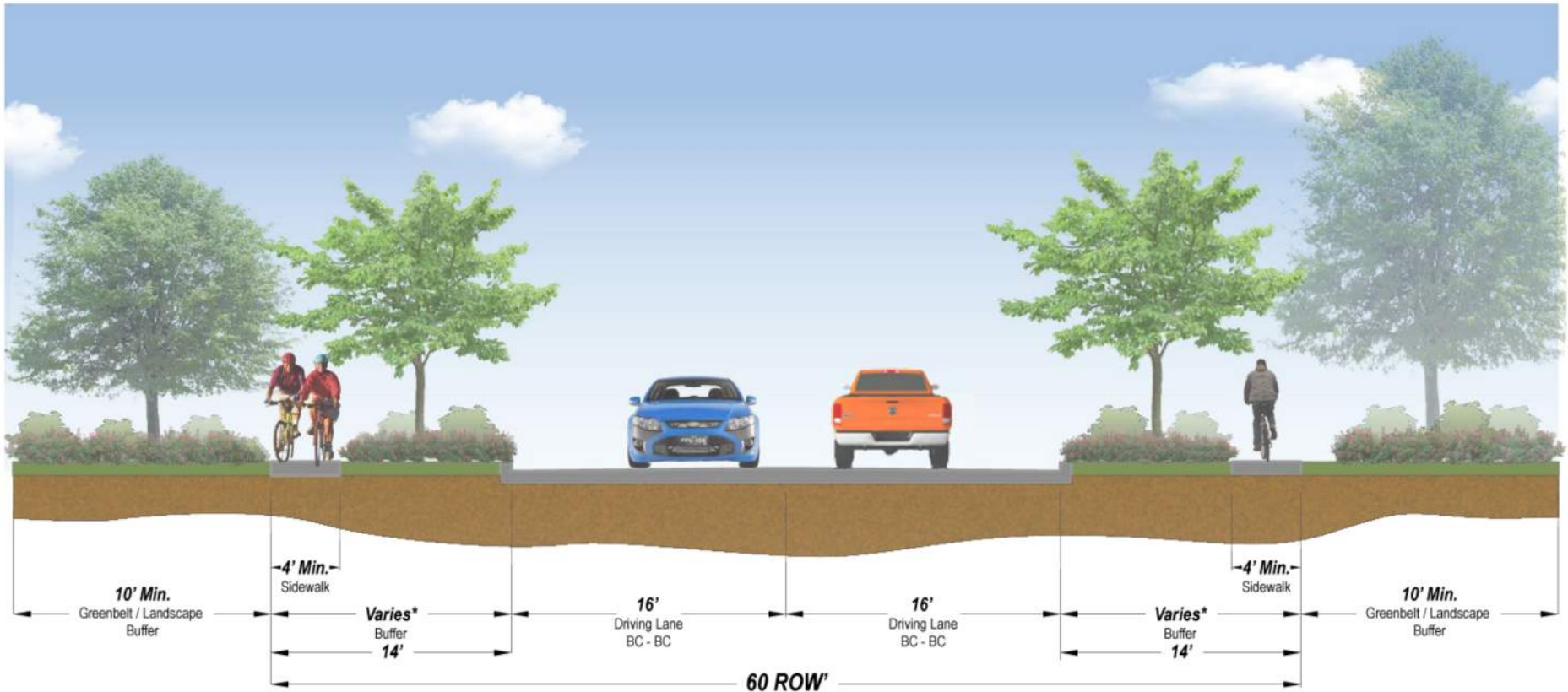
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Street Cross Section | Residential Street
*Sidewalk can meander within the ROW

Figure 5



Street Cross Section | Collector Street

*Sidewalk can meander within the ROW

Figure 6



NOTE: THE ABOVE IMAGE IS A CHARACTER IMAGE ONLY. THE EXACT STYLE, HEIGHT, AND COLOR MAY VARY UPON CONSTRUCTION.



NOTE: THE ABOVE IMAGE IS A CHARACTER IMAGE ONLY. THE EXACT STYLE, HEIGHT, AND COLOR MAY VARY UPON CONSTRUCTION.

LEGEND

— 8' Masonry/Pre-Cast Concrete Fence

— Enhanced Cedar Fencing

Figure 7: Fencing Exhibit

A ± 318.1 Acre Tract located in Waller County, Texas.

0 125' 250' 500'

SCALE: 1"=500'

TRUE SCALE AT 11" x 17"

NORTH

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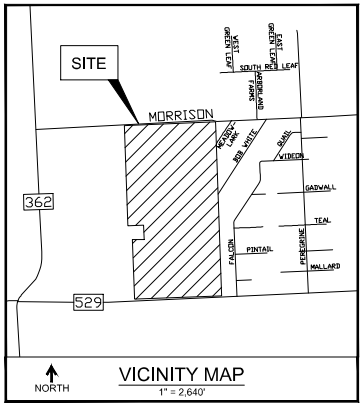
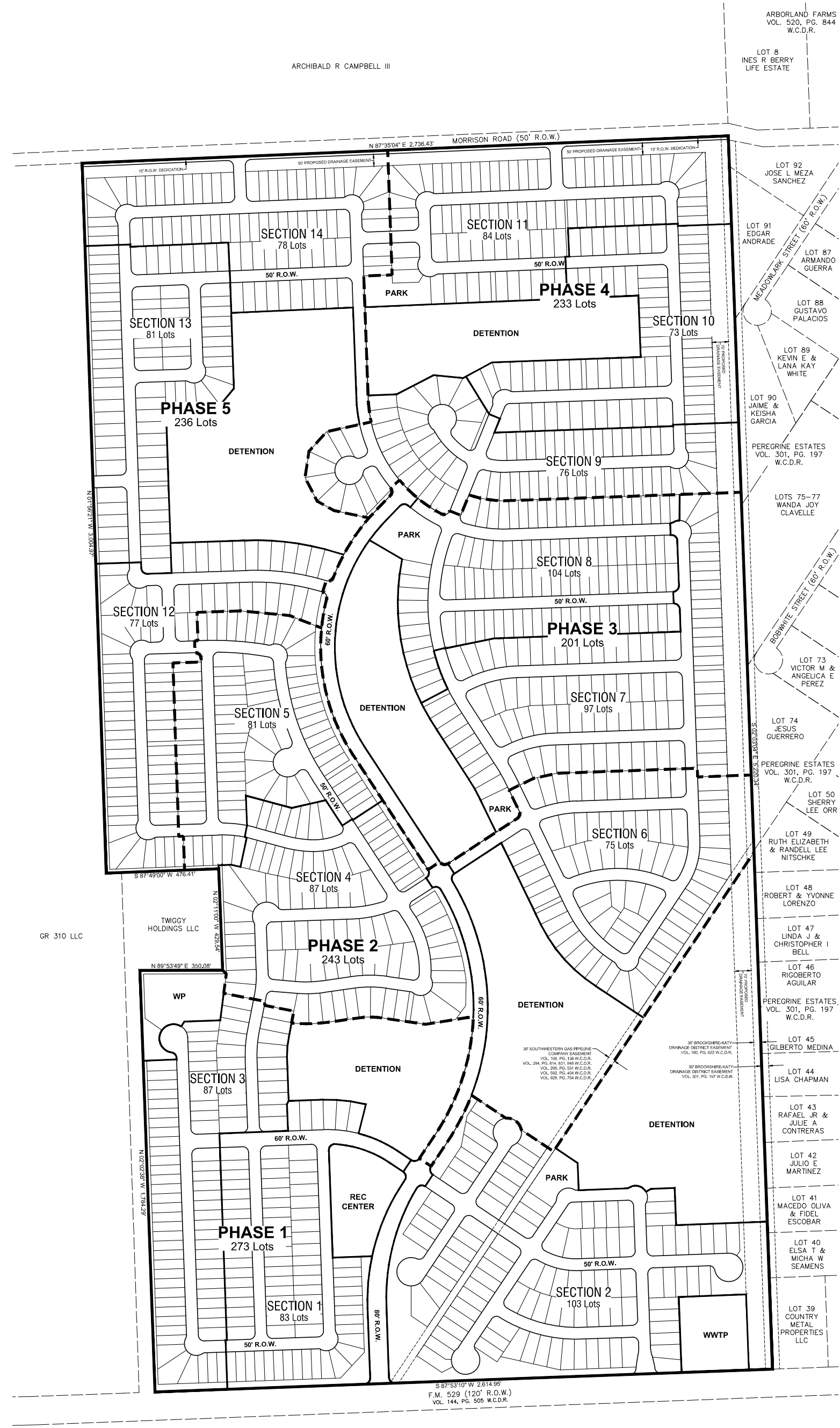
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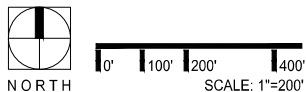
Exhibit C
General Plan

P:\231-060-00\Plan\GP\Mirabella General Planning Feb 20, 2024-933a.m Edited by: asaggoner



- GENERAL NOTES:**
1. D.E. indicates Drainage Easement.
U.E. indicates Utility Easement.
ESMT. indicates Easement.
STM. S.E. indicates Storm Sewer Easement.
W.C.D.R. NO. indicates Waller County Deed Record Number.
P.U.E indicates Public Utility Easement.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
(S) indicates Set 3/4" Iron Rod with cap stamped E.H.R.A. 713-784-4500.
W.L.E. indicates Waterline Easement.
 2. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 1.0.
 3. A subdivision variance has been submitted to reduce the minimum right-of-way width for a collector street to 60 feet.
 4. A subdivision variance has been submitted to reduce the minimum lot width to 40 feet.
 5. A subdivision variance has been submitted to allow cul-de-sacs to have a right-of-way radius of 60 feet and a pavement radius of 50 feet.
 6. A subdivision variance has been submitted to reduce the minimum right-of-way width for local streets to 50 feet.
 7. A subdivision variance has been submitted to reduce the minimum centerline radius for local streets to 300 feet with a minimum tangent of 50 feet between reverse curves.
 8. A subdivision variance has been submitted to reduce the minimum centerline radius for collector streets to 650 feet with a minimum tangent of 150 feet between reverse curves.
 9. Phasing, section lines, and ultimate lot count subject to change.
 10. The property subdivided in the foregoing general plan lies in Waller County, Royal Independent School District, and Brookshire-Katy Drainage District and Future W.C.M.U.D. No. 47.

Phase 1 Lots: 273
Phase 2 Lots: 243
Phase 3 Lots: 201
Phase 4 Lots: 233
Phase 5 Lots: 236
Total Lots: 1,186



Mirabella General Plan
A Subdivision of 318.15 acres out of the H. & T.C. R.R. Co. Survey, Section 51, A-143, Waller County, Texas.
Owner: Gamal 318 Acres, LLC
5718 Westheimer Road, Suite 1440, Houston, TX 77057

January, 2024

18011 MEADOWS LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.ORG
TSP No. F-726
TBPLS No. 10072300

EHRA JOB NO.
231-060-00

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

Exhibit D
Variances

EXHIBIT D**Approved Variances**

1. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

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

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

2. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

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

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

3. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

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

Approved Variance: A minimum centerline radius of 300'

4. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

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

Approved Variance: A minimum 40-foot lot width

5. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

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

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

6. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.1, requiring a minimum R.O.W. width of 60 feet

Approved Variance: A minimum R.O.W. width of 50’

Exhibit E

Memorandum of Understanding

MEMORANDUM OF AGREEMENT

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

WALLER COUNTY, TEXAS

 Carbett “Trey” J. Duhon III
 Waller County Judge

Date: _____

STATE OF TEXAS §

COUNTY OF WALLER §

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

 Notary Public, State of Texas

[S E A L]

Century Land Holdings of Texas, LLC
A Colorado limited liability company

By: _____

Title: _____

Date : _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024
by _____[name],
_____[title], on behalf of Century Land Holdings of Texas, LLC, a
Colorado limited liability company.

Notary Public, State of _____

[S E A L]

EXHIBIT D

Approved Variances

1. On _____, 2024 the Waller County Commissioners Court approved the following variance for Maple Meadows Development, LLC for the Hoover Lane Tract subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 3.4.7, requiring a 50-foot minimum lot width

Approved Variance: Minimum lot width of 40 feet for at most 50% of lots, measured at the building line.

2. On _____, 2024 the Waller County Commissioners Court approved the following variance for Maple Meadows Development, LLC for the Hoover Lane Tract subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A - 3.4.15, requiring 15-foot side street building lines on local streets

Approved Variance: 10-foot side street building lines on local streets

3. On _____, 2024 the Waller County Commissioners Court approved the following variance for Maple Meadows Development, LLC for the Hoover Lane Tract subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.1, requiring a 60-foot ROW on curb-and-gutter local streets

Approved Variance: A minimum 50-foot ROW on curb-and-gutter streets

4. On _____, 2024 the Waller County Commissioners Court approved the following variance for Maple Meadows Development, LLC for the Hoover Lane Tract subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.4, requiring a minimum 70-foot radius ROW on culs-de-sac, with 50-foot radius pacing

Approved Variance: A minimum 60-foot radius ROW on culs-de-sac, with 50-foot radius paving

5. On _____, 2024 the Waller County Commissioners Court approved the following variance for Maple Meadows Development, LLC for the Hoover Lane Tract subdivision:

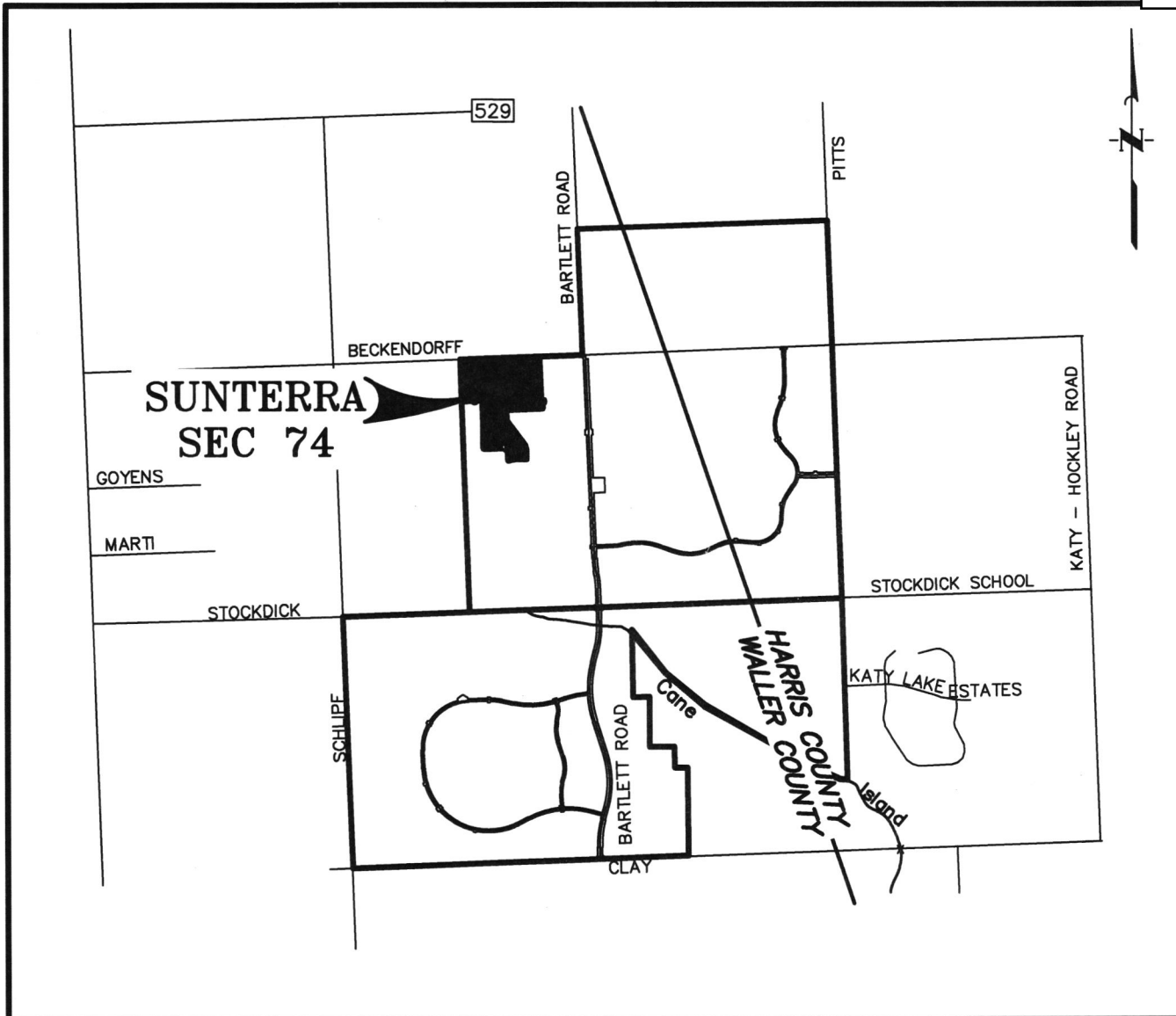
Variance from: Waller County Subdivision and Development Regulations
Appendix A – 3.3, requiring that dead end streets shall end on a temporary cul-de-sac with a ROW radius of 70 feet

Approved Variance: Dead end street shall end on a temporary cul-de-sac with a ROW radius of 60 feet

6. On _____, 2024 the Waller County Commissioners Court approved the following variance for Maple Meadows Development, LLC for the Hoover Lane Tract subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.5, requiring a minimum centerline radius of 650 feet for local street curves, and 1,200 feet radius on collector street curves

Approved Variance: A minimum centerline radius of 250 feet for local street curves, and 350 radius on collector street curves



VICINITY MAP
N.T.S.

KEY MAP 403Y

**FINAL PLAT OF
SUNTERRA
SEC 74**

**A SUBDIVISION OF 52.08 ACRES OF LAND
OUT OF THE
FRED EULE SURVEY, A-375
WALLER COUNTY, TEXAS**

124 LOTS 8 RESERVES 3 BLOCKS
APRIL 2024

BKDD PERMIT No. 2024-51

DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjarnnik@quiddity.com
SCALE NTS			
SHEET 1A OF 1			

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STATE OF TEXAS §
COUNTY OF WALLER §

A **METES & BOUNDS** description of a 52.08 acre tract of land in the Fred Eule Survey, Abstract 375, Waller County, Texas, being out of and a part of the residue of that certain called 227.45 acre tract (Tract #38) and the residue of that certain called 322.56 acre tract (Tract #3A) recorded under County Clerk's File Number 2312086, Official Public Records, Waller County, Texas, and the residue of that certain called 349.96 acre tract recorded under County Clerk's File Number 2203247, Official Public Records, Waller County, Texas, and that certain called 105.10 acre tract recorded under County Clerk's File Number 2400570, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

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

Thence South 88 degrees 01 minute 49 seconds West along a north line of the residue of said called 322.56 acre tract, being the north line of said Fred Eule Survey, Abstract 375 and the south line of said H. & T.C. Railroad Company Survey Section 119, Abstract 200, 921.69 feet;

Thence South 01 degree 58 minutes 11 seconds East crossing the residue of said called 322.56 acre tract, 50.00 feet to the northeast corner and **Place of Beginning** of the herein described tract;

Thence establishing the upper east line of the herein described tract, crossing the residue of said called 322.56 acre tract, the residue of said called 349.96 acre tract, the residue of said called 227.45 acre tract, and said called 105.10 acre tract with the following courses and distances:

South 02 degrees 20 minutes 45 seconds East, at 0.05 feet cross the south line of said called 322.56 acre tract and the north line of the residue of said called 349.96 acre tract, at 120.01 feet cross an interior line of the residue of said called 349.96 acre tract a north line of the residue of said called 227.45 acre tract, at 120.51 feet cross a south line of the residue of said called 227.45 acre tract and the north line of said called 105.10 acre tract and continuing for a total distance of 864.46 feet;

North 87 degrees 39 minutes 15 seconds East, 56.41 feet;

South 02 degrees 20 minutes 45 seconds East, 50.00 feet;

South 87 degrees 39 minutes 15 seconds West, 6.34 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 42 degrees 39 minutes 15 seconds West, 35.36 feet;

South 02 degrees 20 minutes 45 seconds East, 95.00 feet to the upper southeast corner of the herein described tract;

Thence South 87 degrees 39 minutes 15 seconds West establishing an interior line of the herein described tract, 771.13 feet to a reentry corner of the herein described tract, being a point in the west line of said called 105.10 acre tract and an east line of the residue of said called 227.45 acre tract;

Thence along the lower east line of the herein described tract, same being the west line of said called 105.10 acre tract and an east line of the residue of said called 227.45 acre tract with the following courses and distances:

South 02 degrees 20 minutes 45 seconds East, 225.83 feet;

South 37 degrees 17 minutes 14 seconds East, 597.77 feet;

South 29 degrees 15 minutes 35 seconds East, 41.72 feet;

South 21 degrees 13 minutes 54 seconds East, 41.72 feet;

South 13 degrees 12 minutes 13 seconds East, 41.72 feet;

South 05 degrees 11 minutes 11 seconds East, 42.10 feet;

South 01 degree 57 minutes 42 seconds East, 161.00 feet to the lower southeast corner of the herein described tract;

Thence establishing the south line of the herein described tract, crossing the residue of said called 227.45 acre tract with the following courses and distances:

South 88 degrees 02 minutes 18 seconds West, 252.68 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 11 degrees 58 minutes 59 seconds, an arc length of 67.97 feet, a radius of 325.00 feet, and a chord bearing South 82 degrees 02 minutes 49 seconds West, 67.85 feet;

South 76 degrees 03 minutes 19 seconds West, 74.51 feet to the lower southwest corner of the herein described tract, being a point in a west line of the residue of said called 227.45 acre tract and the east line of an adjoining called 55.75 acre tract recorded under County Clerk's File Number 2400397, Official Public Records, Waller County, Texas;

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

North 13 degrees 56 minutes 41 seconds West, 24.24 feet;

North 01 degree 57 minutes 42 seconds West, 166.53 feet;

North 49 degrees 27 minutes 49 seconds West, 104.31 feet;

South 88 degrees 02 minutes 18 seconds West, 393.35 feet;

North 72 degrees 03 minutes 52 seconds West, 37.64 feet to a southwest corner of the herein described tract;

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

North 25 degrees 26 minutes 40 seconds West, 19.68 feet;

North 01 degree 57 minutes 42 seconds West, 148.44 feet;

North 00 degrees 25 minutes 08 seconds East, 50.54 feet;

North 01 degree 41 minutes 34 seconds East, 202.41 feet;

North 01 degree 57 minutes 22 seconds West, 563.66 feet;

North 46 degrees 57 minutes 23 seconds West, 14.14 feet;

South 88 degrees 02 minutes 18 seconds West, 127.03 feet;

South 14 degrees 44 minutes 17 seconds West, 28.30 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 33 degrees 23 minutes 55 seconds, an arc length of 29.15 feet, a radius of 50.00 feet, and a chord bearing South 88 degrees 02 minutes 20 seconds West, 28.73 feet;

North 18 degrees 39 minutes 37 seconds West, 28.30 feet;

South 88 degrees 02 minutes 18 seconds West at 136.70 feet cross a west line of the residue of said called 227.45 acre tract and an interior line of the residue of said called 349.96 acre tract, continuing for a total distance of 236.70 feet to the upper southwest corner of the herein described tract, being in the west line of the residue of said called 349.96 acre tract and the east line of an adjoining called 6.000 acre tract recorded in Volume 1361, Page 796, Official Records, Waller County, Texas;

Thence North 01 degree 57 minutes 03 seconds West along the westerly line of the herein described tract, same being the west line of the residue of said called 349.96 acre tract, the west line of said called 322.56 acre tract, the east line of said adjoining called 6.000 acre tract, the east line of an adjoining called 10.00 acre tract recorded in Volume 1020, Page 776, Official Records, Waller County, Texas, at 829.45 feet pass the north line of the residue of said called 349.96 acre tract and south line of said called 322.56 acre tract, continuing for a total distance of 829.51 feet to the northwest corner of the herein described tract;

Thence establishing the north line of the herein described tract, crossing the residue of said called 349.96 acre tract and said called 322.56 acre tract with the following courses and distances:

North 88 degrees 01 minute 49 seconds East, 1,079.27 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, at an arc length of 1.85 feet cross the south line of said called 322.56 acre tract and the north line of the residue of said called 349.96 acre tract, continuing for a total arc length of 47.12 feet, a radius of 30.00 feet, and a chord bearing South 46 degrees 58 minutes 11 seconds East, 42.43 feet to a point for corner;

North 88 degrees 01 minute 49 seconds East, 60.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, at an arc length of 45.28 feet cross the north line of the residue of said called 349.96 acre tract and the south line of said called 322.56 acre tract, continuing for a total arc length of 47.12 feet, a radius of 30.00 feet, and a chord bearing North 43 degrees 01 minute 49 seconds East, 42.43 feet to a point for corner;

North 88 degrees 01 minute 49 seconds East, 464.37 feet to the **Place of Beginning** and containing 52.08 acres of land, more or less.

DATE: APRIL 2024

SCALE NTS

SHEET 1B OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

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General Notes:

- AE "Aerial Easement"
- BL "Building Line"
- C.C.F. "County Clerk's File"
- D.R.W.C.T. "Deed Records, Waller County, Texas"
- GBL "Garage Building Line"
- IRF "Found 5/8-inch Iron Rod with cap stamped "Quiddity Eng."

- No "Number"
- O.P.R.W.C.T. "Official Public Records, Waller County, Texas"
- ROW "Right-of-Way"
- STM SE "Storm Sewer Easement"
- SSE "Sanitary Sewer Easement"
- Sq Ft "Square Feet"
- UE "Utility Easement"
- Vol __, Pg __ "Volume and Page"
- WLE "Waterline Easement"
- "Set 3/4-inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as Per Certification"
- ① "Block Number"
- ↗ "Street Name Break"

Item 42.

- One-foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
- This subdivision is proposed for single-family residential, detention and other related uses.
- The radius on all block corners is 25 feet, unless otherwise noted.
- With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076601900020C & 1076602300199, Dated November 8, 2023.
- All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
- With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by the representative Title Company.
- All coordinates shown are grid, based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by applying the combined scale factor of 1.00010195040.
- All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
- A minimum of ten (10) feet shall be provided between sides of residential dwellings.
- New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
- Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
- Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
- No structure in this subdivision shall be occupied until connected to a public sewer system.
- No structure in this subdivision shall be occupied until connected to an individual water supply or a state - approved community water system.
- This tract lies within, Unshaded Zone "X" of the Flood Insurance Rate Map, Community NO. 480640, Map Number 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009.
- Unless otherwise indicated, the building line (B.L.), whether one or more, shown on this subdivision plat are established to evidence compliance with the applicable provisions of Chapter 42, Code of Ordinances, City of Houston, Texas, in effect at the time this plat was approved, which may be amended from time to time.
- Single Family Residential shall mean the use of a lot with one building designed for and containing no more than two separate units with facilities for living, sleeping cooking and eating therein. A lot upon which is located a free-standing building containing one dwelling unit and a detached secondary dwelling unit of no more than 900 square feet also shall be considered single family residential. A building that contains one dwelling unit on one lot that is connected by a party wall to another building containing one dwelling unit on an adjacent lot shall be single family residential.
- Each lot shall provide a minimum of two off-street parking spaces per dwelling unit on each lot. In those instances where a secondary unit is provided only one additional space shall be provided.
- Right-of-way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
- The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid AG EHC II (LEN) MULTI STATE 4, LLC, an Arizona Limited Liability Company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
 - (a) the water quality and connections to the lots meet, or will meet, the minimum state standards;
 - (b) sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
 - (c) electrical connections provided to the lot meet, or will meet, the minimum state standards; and
 - (d) gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
- Project site is within City of Houston ETJ.
- There are no pipeline easements within the platted area.
- TBM "20B1865" being a cut square in the north curb of the south lane of Stockdick Road being +/- 463' East of the intersection of Stockdick Road and Bartlett Road, being +/- 119' east of a Storm Sewer Manhole, and being +/- 34' North of a Sanitary Manhole. Elevation = 163.71'.
- All lots shall have adequate wastewater collection services.
- Areas designated as compensating open space shall be restricted for the use of owners of the property in and residents of the subdivision. Areas identified as compensating open space shall be owned, managed, and maintained under a binding agreement among the owners of property in the subdivision.
- Tract is subject to Grant of Easement and Surface Use Agreement recorded under C.C.F. No. 2011586, O.P.R.W.C.T., and amended under C.C.F. No. 2402081, O.P.R.W.C.T.
- Tract is subject to Surface Waiver Agreement recorded under C.C.F. No. 2312084, O.P.R.W.C.T., and under C.C.F. No. RP-2023-385717, O.P.R.R.P.H.C.T.
- Tract is subject to On-site Sewage Facility recorded under C.C.F. No. 2107264, O.P.R.W.C.T.
- Tract is subject to Memorandum of Option Agreement recorded under C.C.F. No. 2400574, O.P.R.W.C.T.

DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjarnik@quiddity.com
SCALE NTS			
SHEET 1C OF 1			

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Curve Table						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	S46°58'11"E	42.43'	30.00'
C2	30.00'	90°00'00"	47.12'	N43°01'49"E	42.43'	30.00'
C3	25.00'	90°00'00"	39.27'	S42°39'15"W	35.36'	25.00'
C4	325.00'	11°58'59"	67.97'	S82°02'49"W	67.85'	34.11'
C5	50.00'	33°23'55"	29.15'	S88°02'20"W	28.73'	15.00'
C6	175.00'	90°00'00"	274.89'	N47°20'45"W	247.49'	175.00'
C7	150.00'	90°00'00"	235.62'	S47°20'45"E	212.13'	150.00'
C8	50.00'	90°00'00"	78.54'	S42°39'15"W	70.71'	50.00'
C9	25.00'	90°22'34"	39.43'	S47°09'28"E	35.47'	25.16'
C10	85.00'	52°46'32"	78.29'	N76°58'40"E	75.56'	42.17'
C11	50.00'	161°16'45"	140.74'	N48°46'13"W	98.67'	303.33'
C12	85.00'	52°46'32"	78.29'	S05°28'54"W	75.56'	42.17'
C13	25.00'	90°00'00"	39.27'	S47°20'45"E	35.36'	25.00'
C14	25.00'	90°00'00"	39.27'	N47°20'45"W	35.36'	25.00'
C15	85.00'	33°24'34"	49.56'	N89°17'24"W	48.86'	25.51'
C16	50.00'	120°22'15"	105.04'	S45°48'33"E	86.76'	87.25'
C17	85.00'	33°24'34"	49.56'	N02°19'42"W	48.86'	25.51'
C18	85.00'	29°26'05"	43.67'	N17°03'48"W	43.19'	22.33'
C19	50.00'	148°52'11"	129.91'	S42°39'15"W	96.33'	179.50'
C20	85.00'	29°26'05"	43.67'	S77°37'42"E	43.19'	22.33'
C21	25.00'	89°37'26"	39.11'	N42°50'32"E	35.24'	24.84'
C22	25.00'	90°00'00"	39.27'	N42°39'15"E	35.36'	25.00'
C23	25.00'	90°00'00"	39.27'	S42°39'15"W	35.36'	25.00'
C24	25.00'	48°11'23"	21.03'	N68°15'04"W	20.41'	11.18'
C25	50.00'	276°22'46"	241.19'	N02°20'45"W	66.67'	44.72'
C26	25.00'	48°11'23"	21.03'	N63°33'34"E	20.41'	11.18'
C27	25.00'	90°00'00"	39.27'	S47°20'45"E	35.36'	25.00'
C28	18.00'	90°00'00"	28.27'	N43°01'49"E	25.46'	18.00'

DATE: APRIL 2024

SCALE NTS

SHEET 1D OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjamnik@quiddity.com

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Line Table		
Line	Bearing	Distance
L1	N88°01'49"E	60.00'
L2	N87°39'15"E	56.41'
L3	S02°20'45"E	50.00'
L4	S87°39'15"W	6.34'
L5	S02°20'45"E	95.00'
L6	S02°20'45"E	225.83'
L7	S29°15'35"E	41.72'
L8	S21°13'54"E	41.72'
L9	S13°12'13"E	41.72'
L10	S05°11'11"E	42.10'
L11	S01°57'42"E	161.00'
L12	S88°02'18"W	252.68'
L13	S76°03'19"W	74.51'
L14	N13°56'41"W	24.24'
L15	N01°57'42"W	166.53'
L16	N49°27'49"W	104.31'
L17	N72°03'52"W	37.64'
L18	N25°26'40"W	19.68'
L19	N01°57'42"W	148.44'
L20	N00°25'08"E	50.54'
L21	N01°41'34"E	202.41'

Line Table		
Line	Bearing	Distance
L22	N01°57'22"W	563.66'
L23	N46°57'23"W	14.14'
L24	S88°02'18"W	127.03'
L25	S14°44'17"W	28.30'
L26	N18°39'37"W	28.30'
L27	S88°02'18"W	236.70'
L28	N01°58'11"W	245.96'
L29	N87°39'15"E	484.65'
L30	S41°25'10"W	55.00'
L31	S02°20'45"E	441.94'
L32	N87°39'15"E	761.06'
L33	N02°20'45"W	145.00'
L34	N44°11'27"E	15.00'
L35	S02°20'45"E	416.94'
L36	N87°39'15"E	494.65'
L37	S47°20'45"E	10.00'
L38	N01°58'11"W	119.74'
L39	S43°02'23"W	14.14'
L40	S88°02'57"W	495.16'
L41	N87°39'15"E	120.00'
L42	S02°20'45"E	119.49'

Line Table		
Line	Bearing	Distance
L43	N87°39'15"E	158.21'
L44	S37°21'35"E	178.42'
L45	S02°20'45"E	894.94'
L46	S87°39'15"W	127.00'
L47	S87°39'15"W	127.00'
L48	N42°51'06"E	68.88'
L49	S87°39'15"W	372.63'
L50	S47°09'28"E	14.10'
L51	N01°58'11"W	122.01'
L52	N87°39'15"E	513.56'
L53	S59°23'36"E	25.48'
L54	S10°45'57"E	32.18'
L55	S02°20'45"E	281.25'
L56	N87°39'15"E	20.87'
L57	N23°16'14"W	20.00'
L58	N87°39'15"E	517.00'
L59	N76°00'16"W	23.60'
L60	S02°20'45"E	61.16'
L61	N01°58'11"W	207.00'
L62	N88°01'23"E	157.11'
L63	S01°57'03"E	225.02'

RESTRICTED RESERVE [A]
Restricted to Drainage and
Detention Purposes Only
1.36 AC
59,391 Sq. Ft.

RESTRICTED RESERVE [B]
Restricted to Compensating
Open Space
Purposes Only
0.06 AC
2,522 Sq. Ft.

RESTRICTED RESERVE [C]
Restricted to Open Space,
Landscape, Incidental Utility
Purposes Only
0.07 AC
2,866 Sq. Ft.

RESTRICTED RESERVE [D]
Restricted to Open Space,
Landscape, Incidental Utility
Purposes Only
0.05 AC
2,267 Sq. Ft.

RESTRICTED RESERVE [E]
Restricted to Drainage and
Detention Purposes Only
27.28 AC
1,188,449 Sq. Ft.

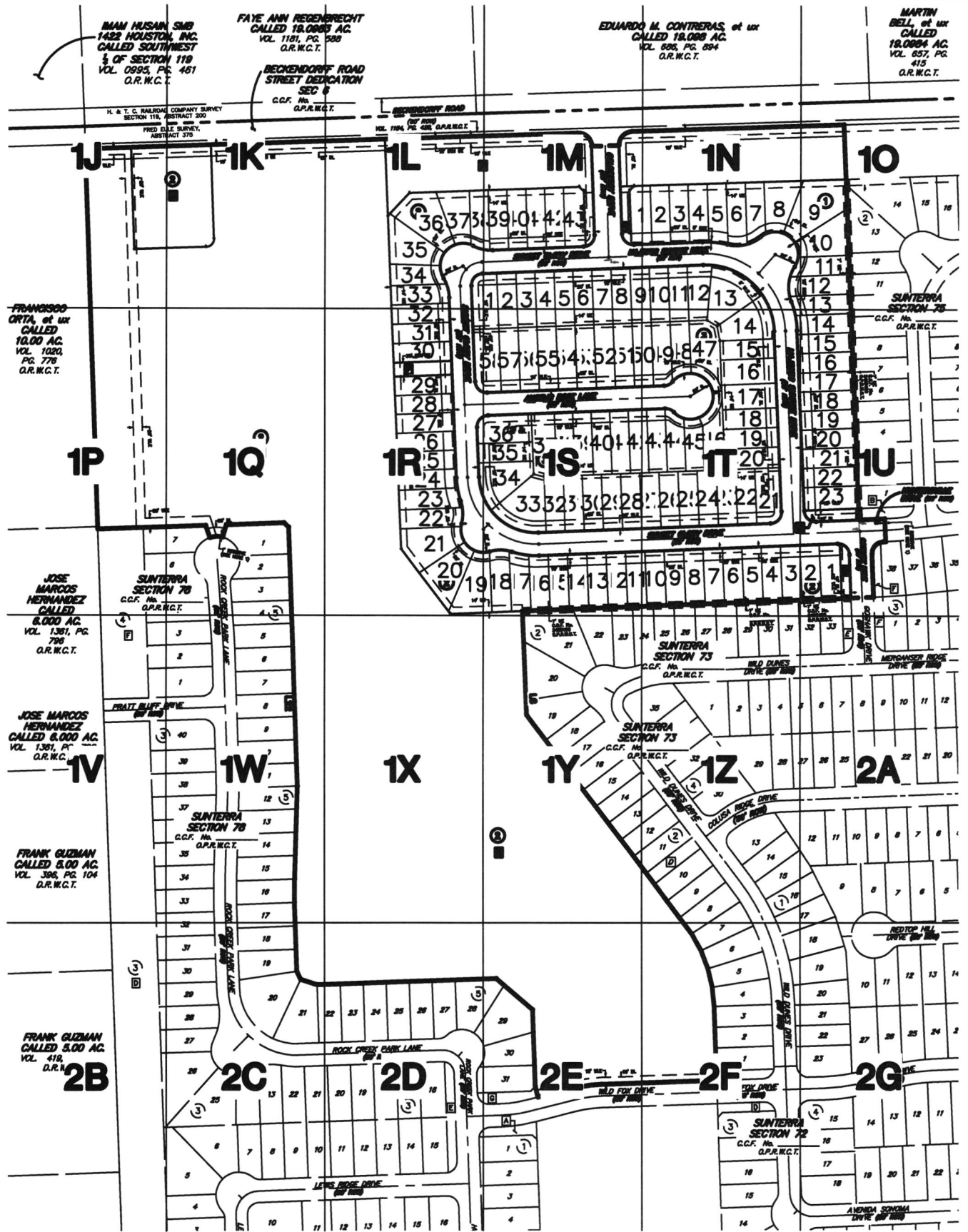
RESTRICTED RESERVE [F]
Restricted to Open Space,
Landscape, Incidental Utility
Purposes Only
0.09 AC
3,810 Sq. Ft.

RESTRICTED RESERVE [G]
Restricted to Open Space,
Landscape, Incidental Utility
Purposes Only
1.33 AC
57,862 Sq. Ft.

RESTRICTED RESERVE [H]
Restricted to Water Plant,
Incidental Utility Purposes
Only
0.90 AC
39,323 Sq. Ft.

DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
SCALE NTS			
SHEET 1E OF 1			

43



DATE: APRIL 2024

SCALE NTS

SHEET 1F OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjannik@quiddity.com

89

STATE OF TEXAS §
COUNTY OF WALLER §

We, AG EHC II (LEN) MULTI STATE 4, LLC, an Arizona Limited Liability Company, acting by and through Steven S. Benson, Manager, owner hereinafter referred to as Owners of the 19.87 acre tract described in the above and foregoing map of SUNTERRA SEC 74, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

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

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

IN TESTIMONY WHEREOF, the AG EHC II (LEN) MULTI STATE 4, LLC, an Arizona Limited Liability Company, has caused these presents to be signed by Steven S. Benson, Manager, thereunto authorize, this 7 day of May, 2024.

AG EHC II (LEN) MULTI STATE 4, LLC,
an Arizona Limited Liability Company

By: Steven S. Benson
Steven S. Benson
Manager

STATE OF ARIZONA §
COUNTY OF Maricopa §

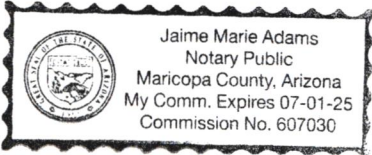
BEFORE ME, the undersigned authority, on this day personally appeared Steven S. Benson, Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of May, 2024.

Jaime Marie Adams
Notary Public in and for the State of Arizona

Jaime Marie Adams
Print Name

My commission expires: 07/01/2025



DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77451 • 832.913.4000 CJamnik@quiddity.com 77449
SCALE NTS			
SHEET 1G OF 1			

K:\16537\16537-0187-02 Sunterra Section 74 Water, Sanitary, Drainage and Paving Facilities\2 Design Phase\Planning\Suntterra Sec 74 - PLAT.dwg Apr 18, 2024 - 1:20pm cis

BS

Certificate of Surveyor

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

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

No portion of this subdivision lies within the boundaries of the 1% annual chance (100-year) flood plain as delineated on Waller County Community Panel #480640 in the Flood Insurance Rate Map No. 48473C0375E, dated 02/18/2009.

No portion of this subdivision lies within the boundaries of the 0.2% annual chance (500-year) floodplain as delineated on Waller County Community Panel # 480640 in the Flood Insurance Rate Map No. 48473C0375E, dated 02/18/2009.

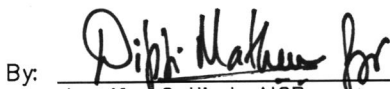



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Sunterra Sec 74 in conformance with the laws of the State of Texas and the ordinances of the City of Houston, as shown hereon, and authorized the recording of this plat this 29 day of may, 2024

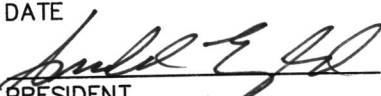
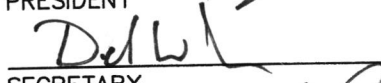
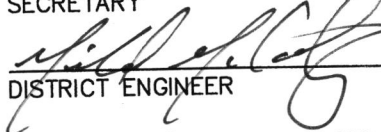
By: 
Lisa M. Clark
Chair

M. Sonny Garza
Vice Chairman

By: 
Jennifer Ostlind, AICP
Secretary



BROOKSHIRE-KATY DRAINAGE DISTRICT BKDD Permit No. 2024-51
APPROVED BY THE BOARD OF SUPERVISORS ON

5-30-2024
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

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

DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 CJamnik@quiddity.com
SCALE NTS			
SHEET 1H OF 1			

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

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

8-26-24
Date

J. Ross McCall, PE
County Engineer

STATE OF TEXAS §
COUNTY OF WALLER §

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

Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

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

DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjarnnik@quiddity.com
SCALE NTS			
SHEET 11 OF 1			

K:\16537\16537-0187-02 Sunterra Section 74 Water, Sanitary, Drainage and Paving Facilities\2 Design Phase\Planning\Suntterra Sec 74 - PLAT.dwg Apr 19, 2024 - 7:57am cjs

PS

IMAM HUSAIN S,
1422 HOUSTON, .
CALLED SOUTHWEST
 $\frac{1}{4}$ OF SECTION 1
VOL. 0995, PG. .
O.R.W.C.T.

H. & T. C. RAILROAD COM
SECTION 119, ABSTF

FRED EULE S
ABSTRACT

99.96'

175.04'

349.04'

15' WLE

L63

L62

2

H

FRANCISCO

DATE: APRIL 2024

SCALE 1"=60'

SHEET 1J OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100

2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjamnik@quiddity.com

RS

4IN SMB
TON, INC.
JTHWEST
TON 119
PG. 461
C.T.

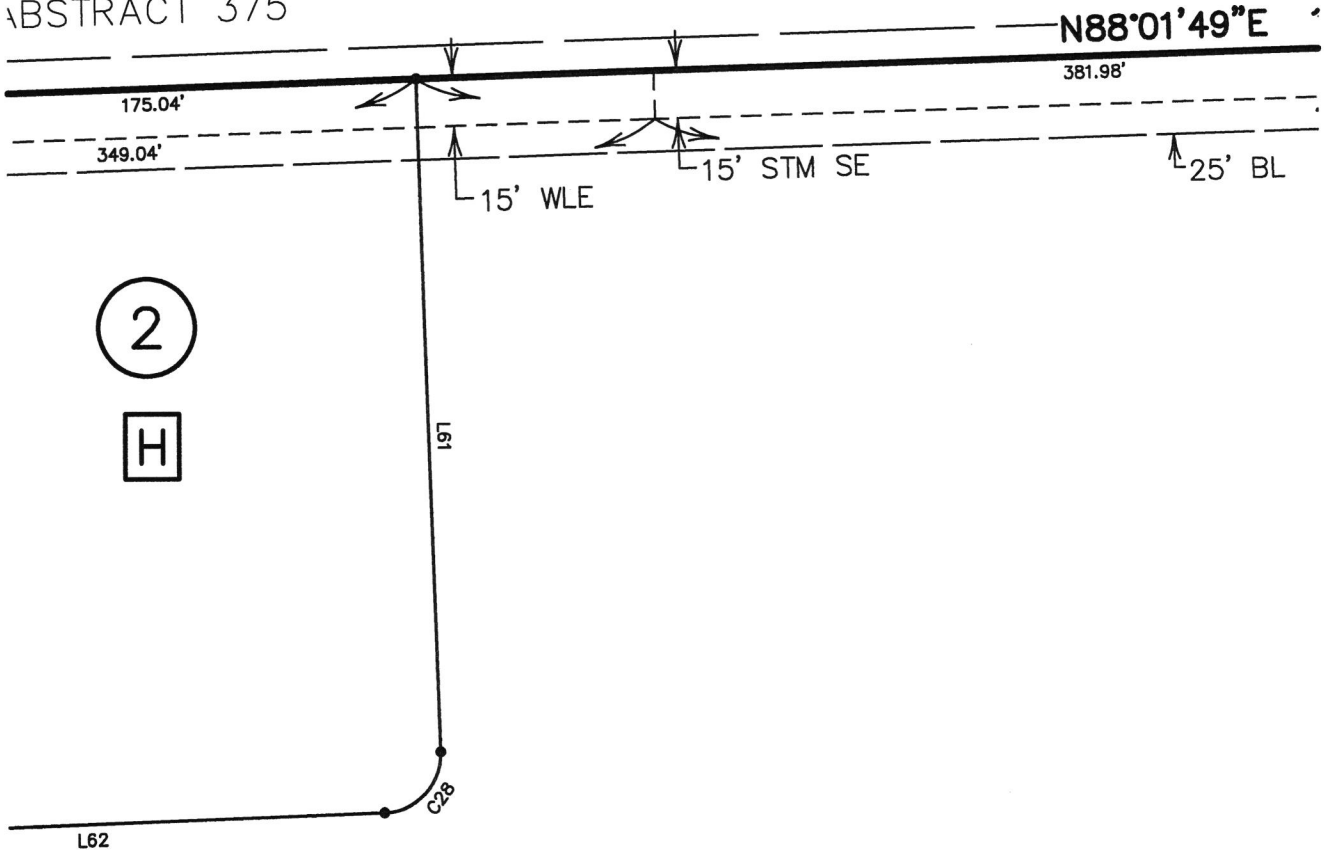
FAYE ANN REGENBR
CALLED 19.0983
VOL. 1181, PG. 58E
O.R.W.C.T.

BECKENDORFF,
STREET DEDICA
SEC 6

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

ROAD COMPANY SURVEY
19, ABSTRACT 200

D EULE SURVEY,
ABSTRACT 375



DATE: APRIL 2024

SCALE 1"=60'

SHEET 1K OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



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Texas Board of Professional Engineers and Land Surveyors
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2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

ENBRECHT
983 AC.
G. 588
T.

DRFF ROAD
MEDICATION
C 6

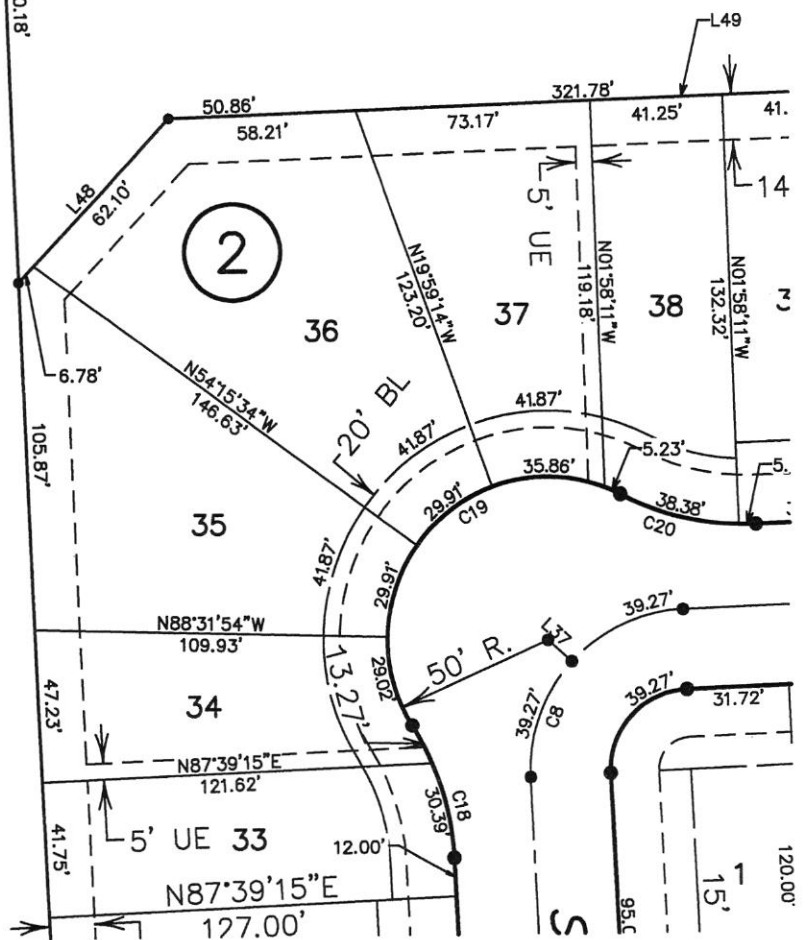
W.C.T.

BECKENDORFF ROAD

(80' ROW)
VOL. 1154, PG. 429, O.P.R.W.C.T.

01'49"E 1,079.27'

G



DATE: APRIL 2024

SCALE 1"=60'

SHEET 1L OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



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Texas Board of Professional Engineers and Land Surveyors
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2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjarnik@quiddity.com

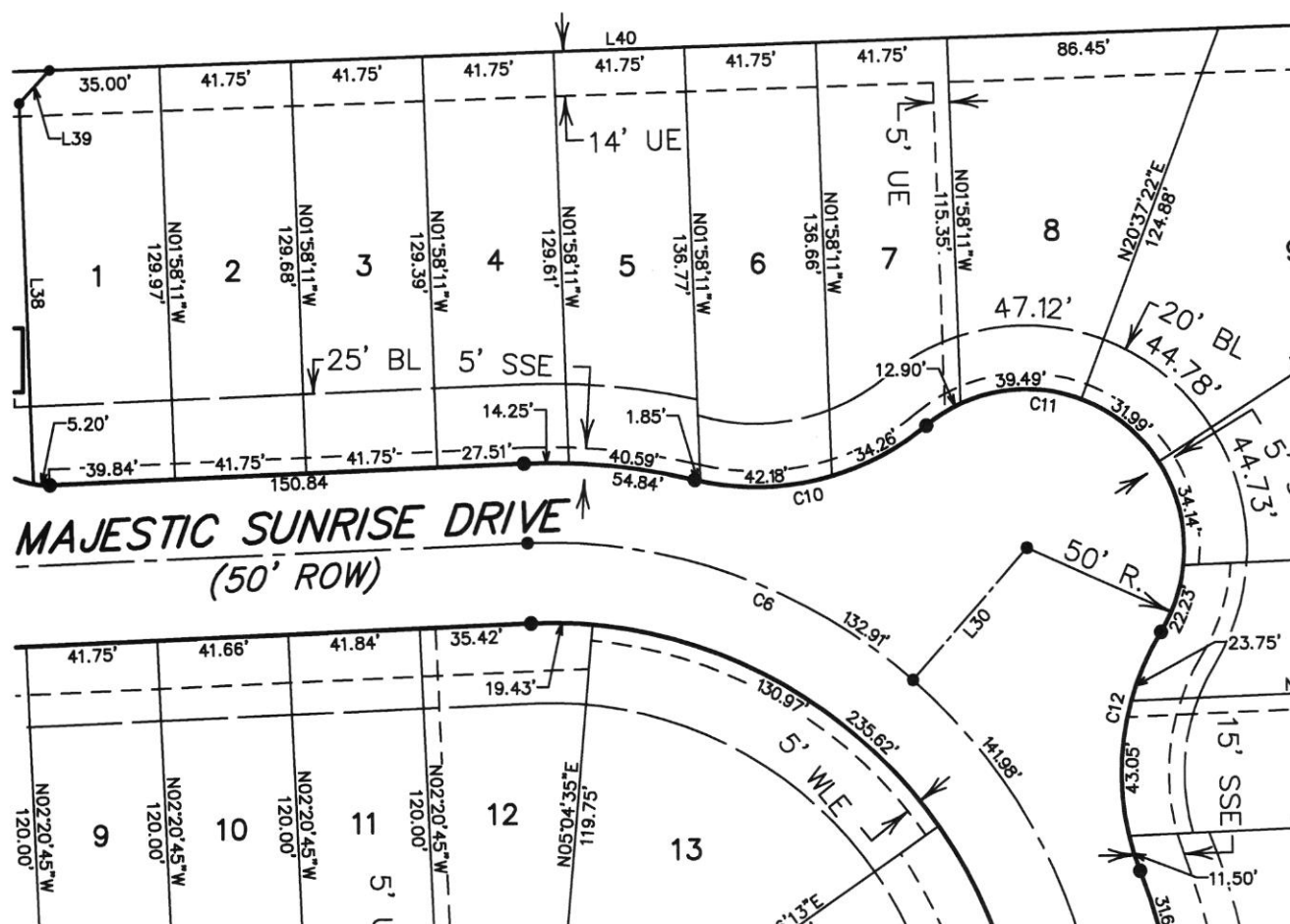
EDUARDO M.
CALL.
VOL.

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjarnik@quiddity.com

✓

Diagram illustrating a survey line segment with the following details:

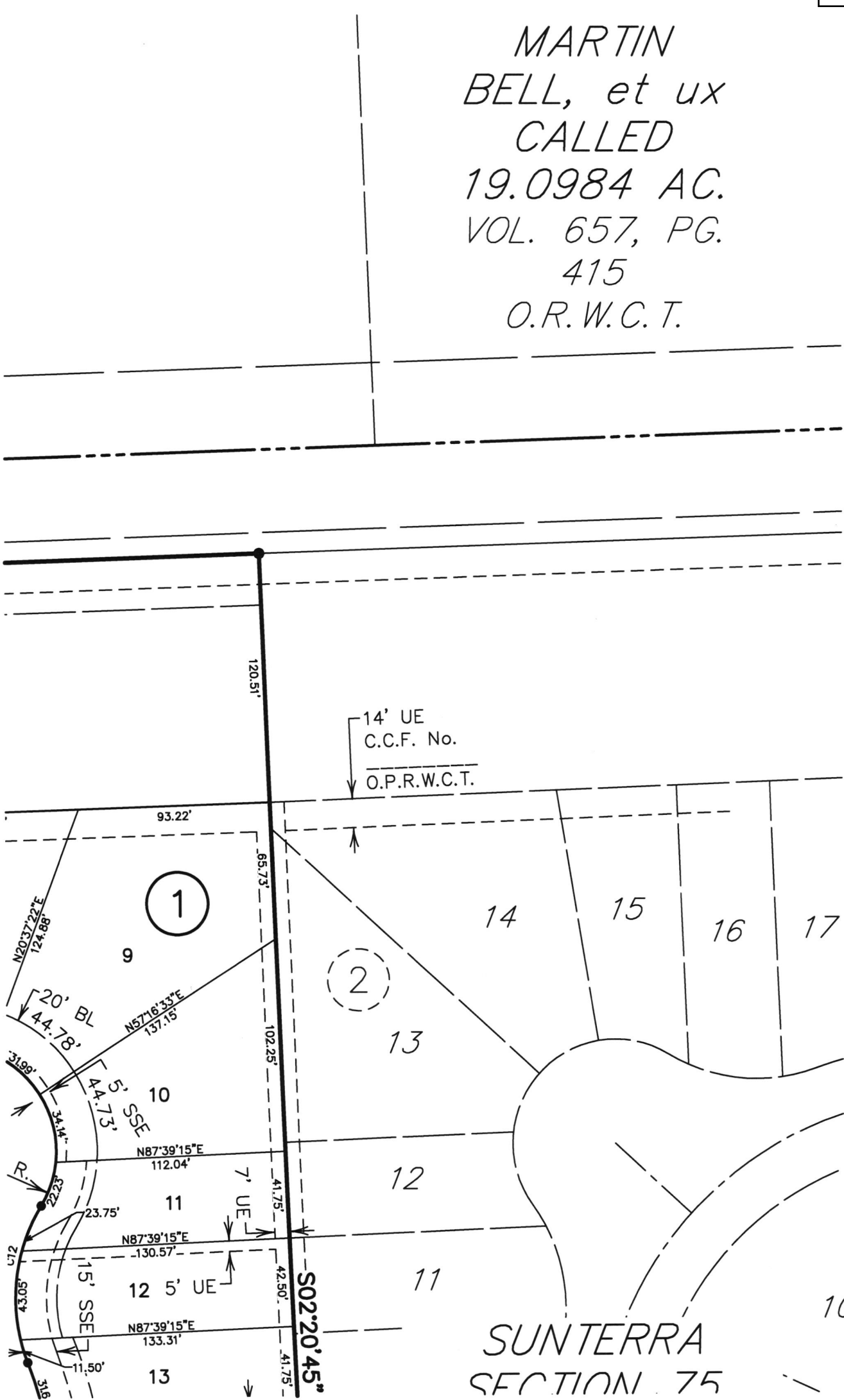
- Bearing: $N88^{\circ}01'49''E$
- Distance: $464.37'$
- Boundary lines: Dashed lines above and below the main line segment.
- 15' WLE: Width of the Line of Error, indicated by a vertical arrow from the dashed line to the main line.
- 25' BL: Boundary Line, indicated by a vertical arrow from the dashed line to the main line.
- 15' BL: Boundary Line, indicated by a vertical arrow from the dashed line to the main line on the left side.
- Point A: A point on the main line segment, marked with a square and the letter 'A'.



Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
CJamnik@quiddity.com

RF

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



DATE: APRIL 2024

SCALE 1"=60'

SHEET 10 OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



QUIDDITY

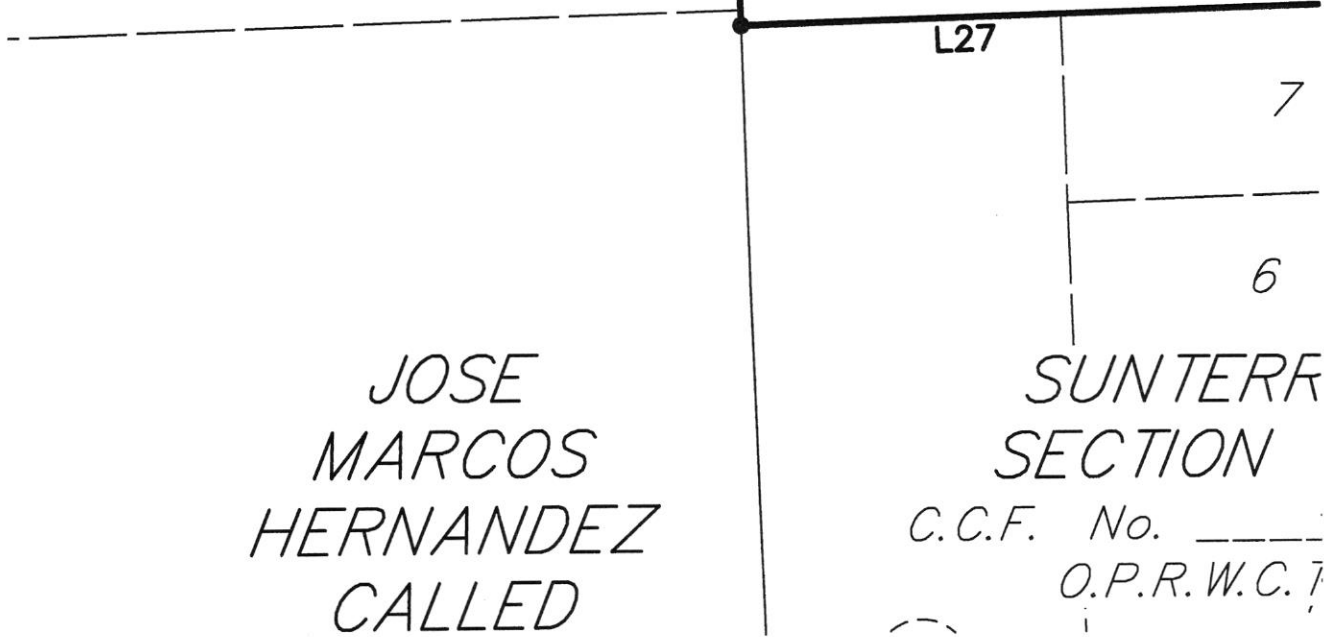
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjamnik@quiddity.com

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BA

FRANCISCO
ORTA, et ux
CALLED
10.00 AC.
VOL. 1020,
PG. 776
O.R.W.C.T.

N01°57'03"W 829.51'



JOSE
MARCOS
HERNANDEZ
CALLED

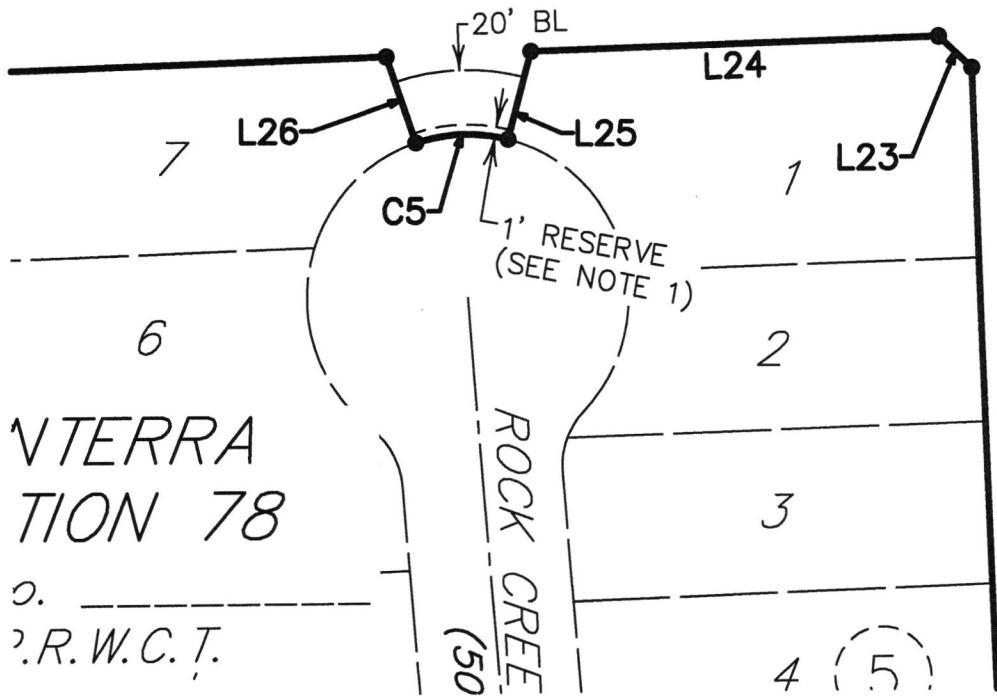
SUNTERRA
SECTION
C.C.F. No. _____
O.P.R.W.C.T.

K:\16537\16537-0187-02 Sunterra Section 74 Water, Sanitary, Drainage and Paving Facilities\2 Design Phase\Planning\Sunterra Sec 74 - PLAT.dwg Sep 05, 2024 - 3:26pm cis

DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjamnik@quiddity.com
SCALE 1"=60'			
SHEET 1P OF 1			

85

2
E



DATE: APRIL 2024

SCALE 1"=60'

SHEET 1Q OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:

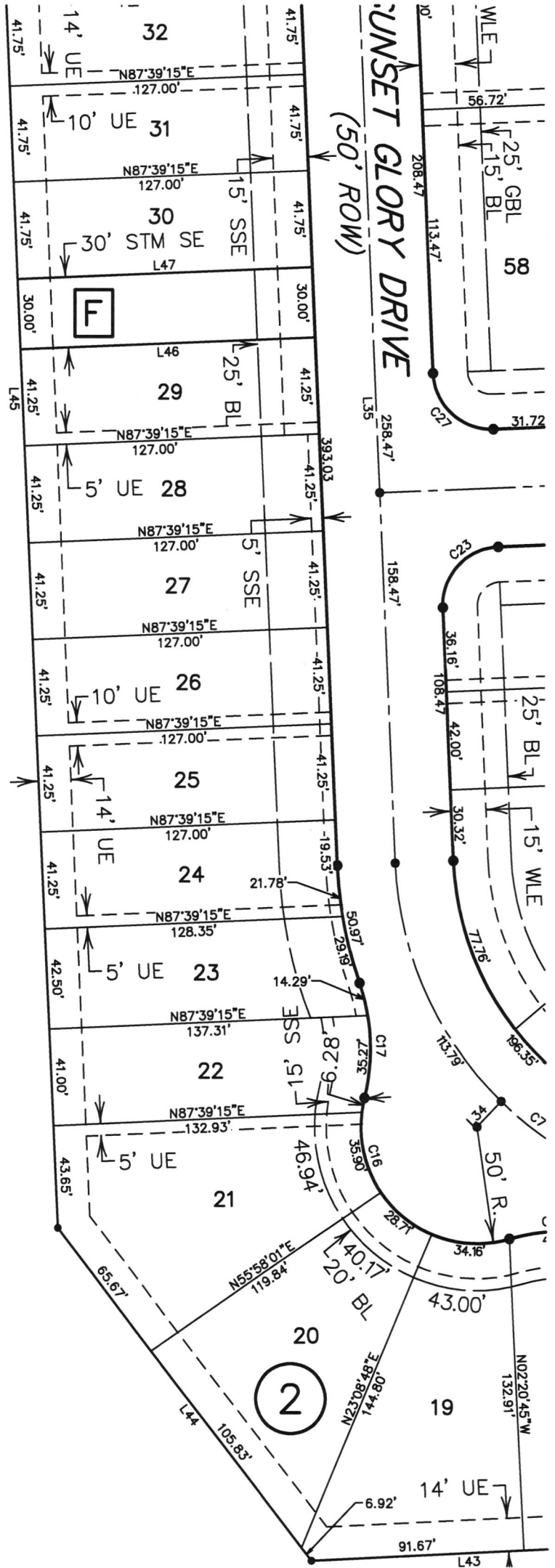


QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjarnik@quiddity.com

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85



DATE: APRIL 2024

SCALE 1"=80'

SHEET 1R OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
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8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:



QUIDDITY

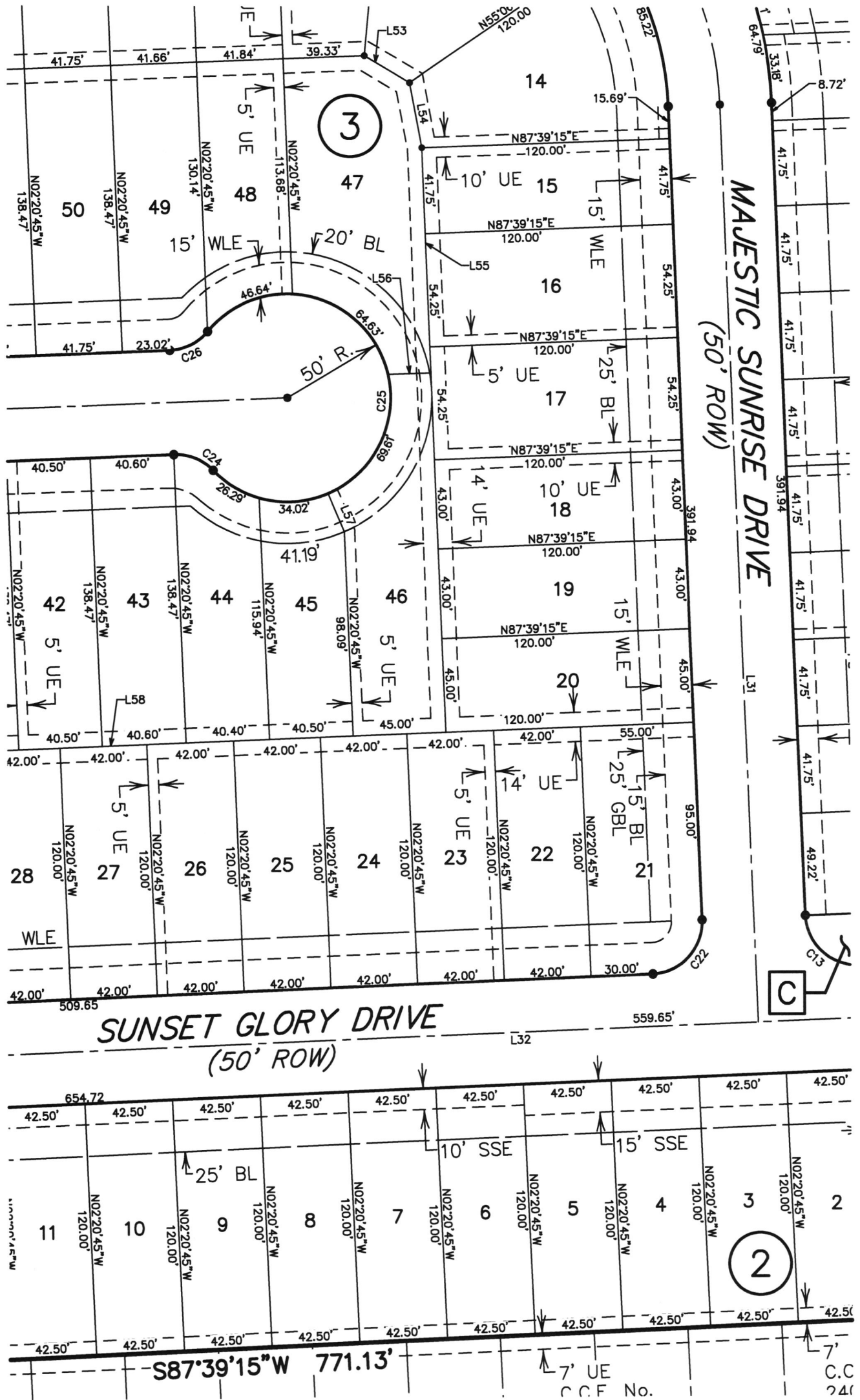
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjamnik@quiddity.com



SHEET 1S OF 1

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
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8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

Cigamnik@quiddity.com



DATE: APRIL 2024

SCALE 1"=60'

SHEET 1T OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
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an Arizona Limited Liability Company
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SCOTTSDALE, AZ 85255
(713) 783-6702

ENGINEER/PLANNER/SURVEYOR:

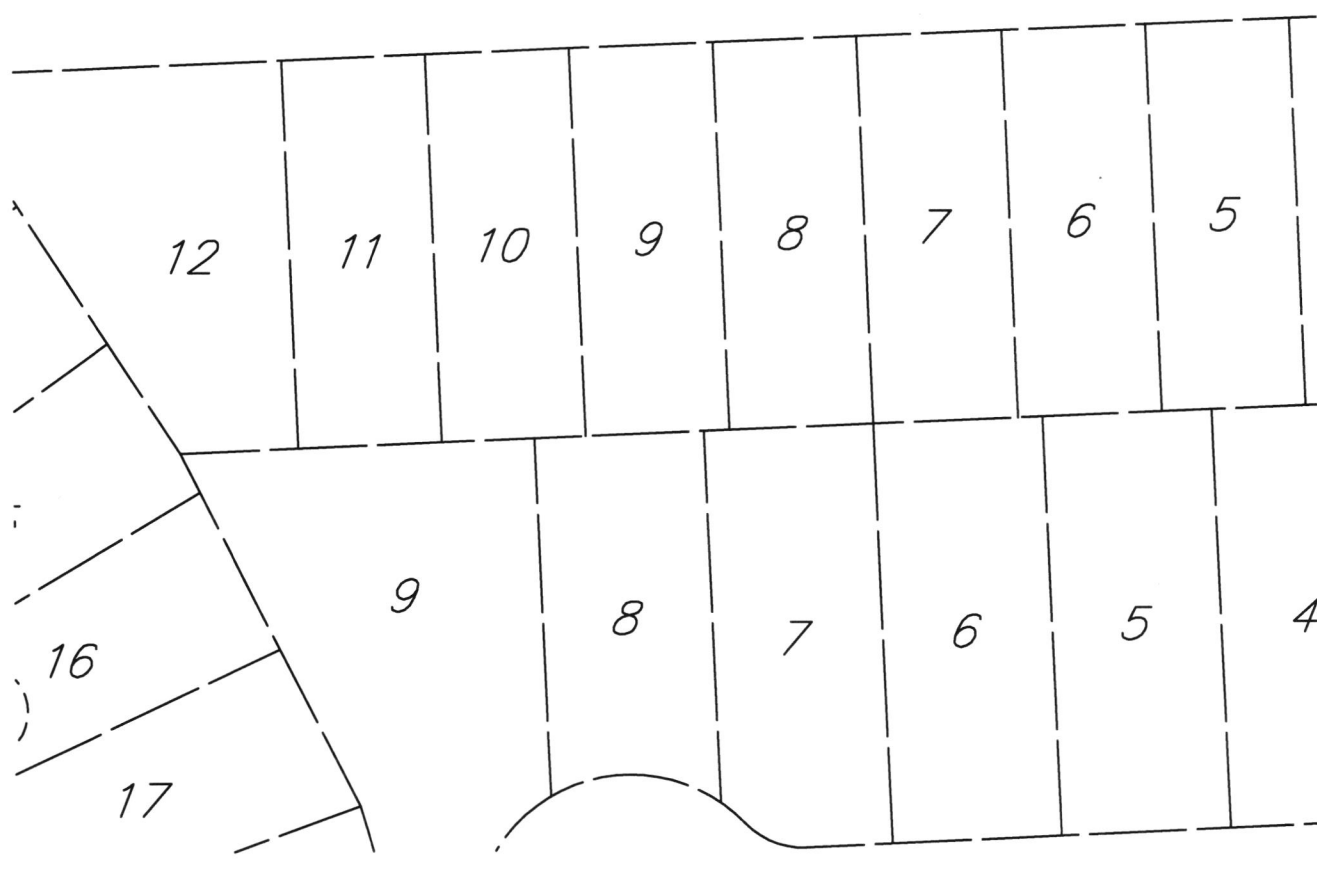
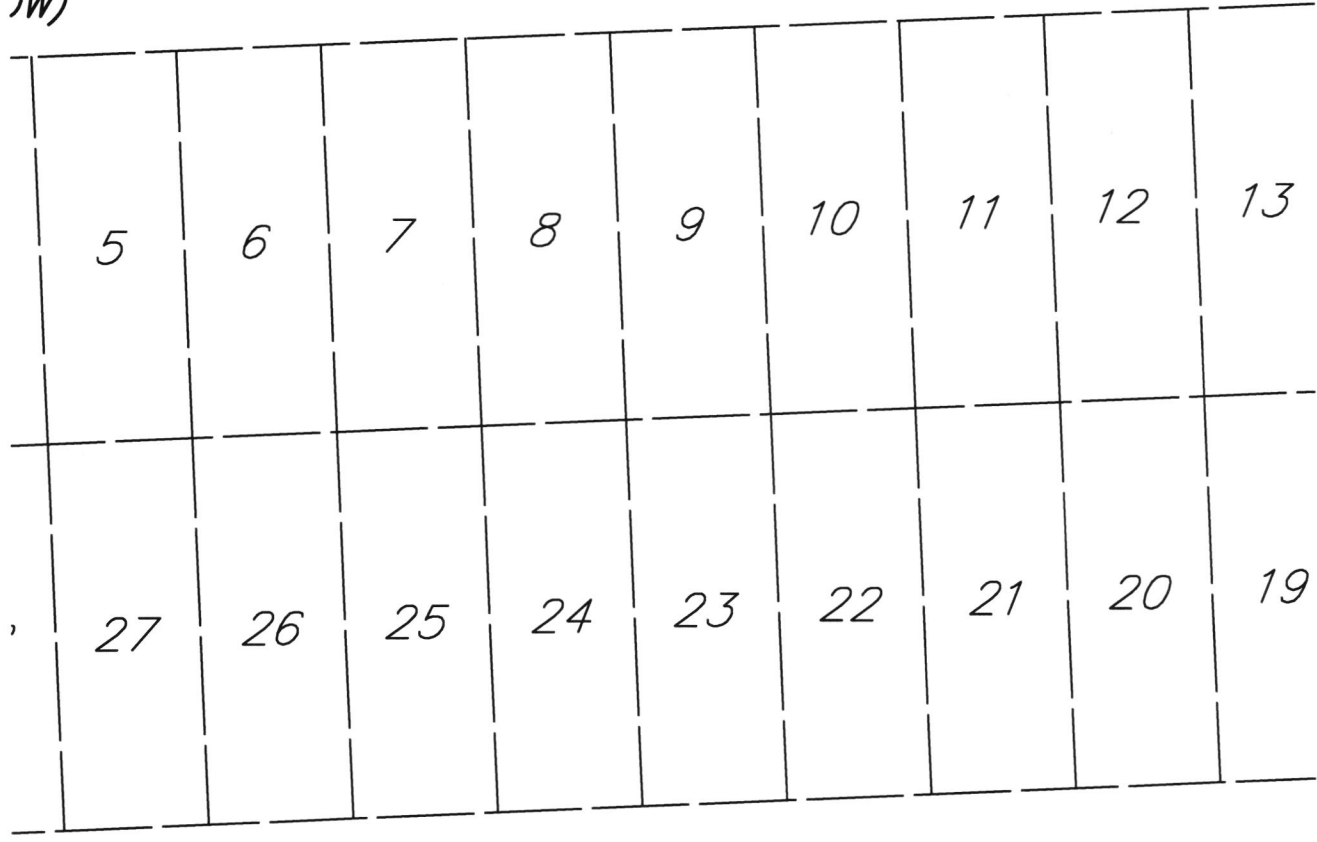
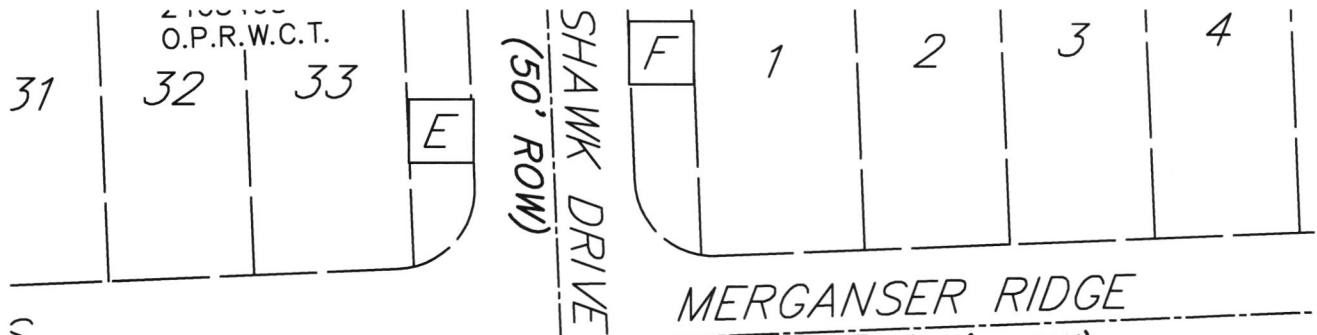


QUIDDITY

Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjamnik@quiddity.com



Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjarnik@quiddity.com



DATE: APRIL 2024

SCALE 1"=60'

SHEET 1V OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
8585 E. HARTFORD DR., SUITE 118
SCOTTSDALE, AZ 85255
(713) 783-6702

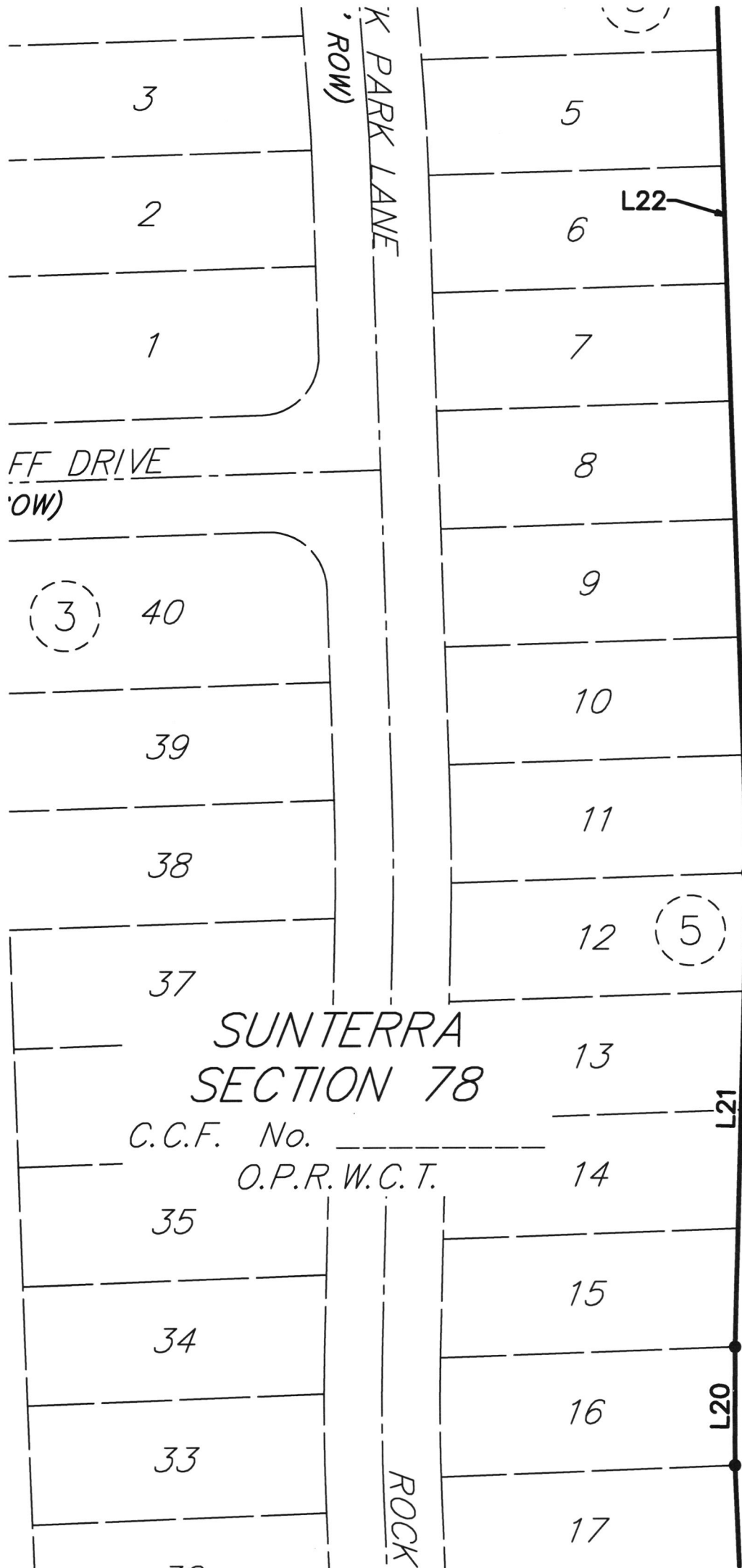
ENGINEER/PLANNER/SURVEYOR:



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Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000
Cjamnik@quiddity.com

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SHEET 1W OF 1

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
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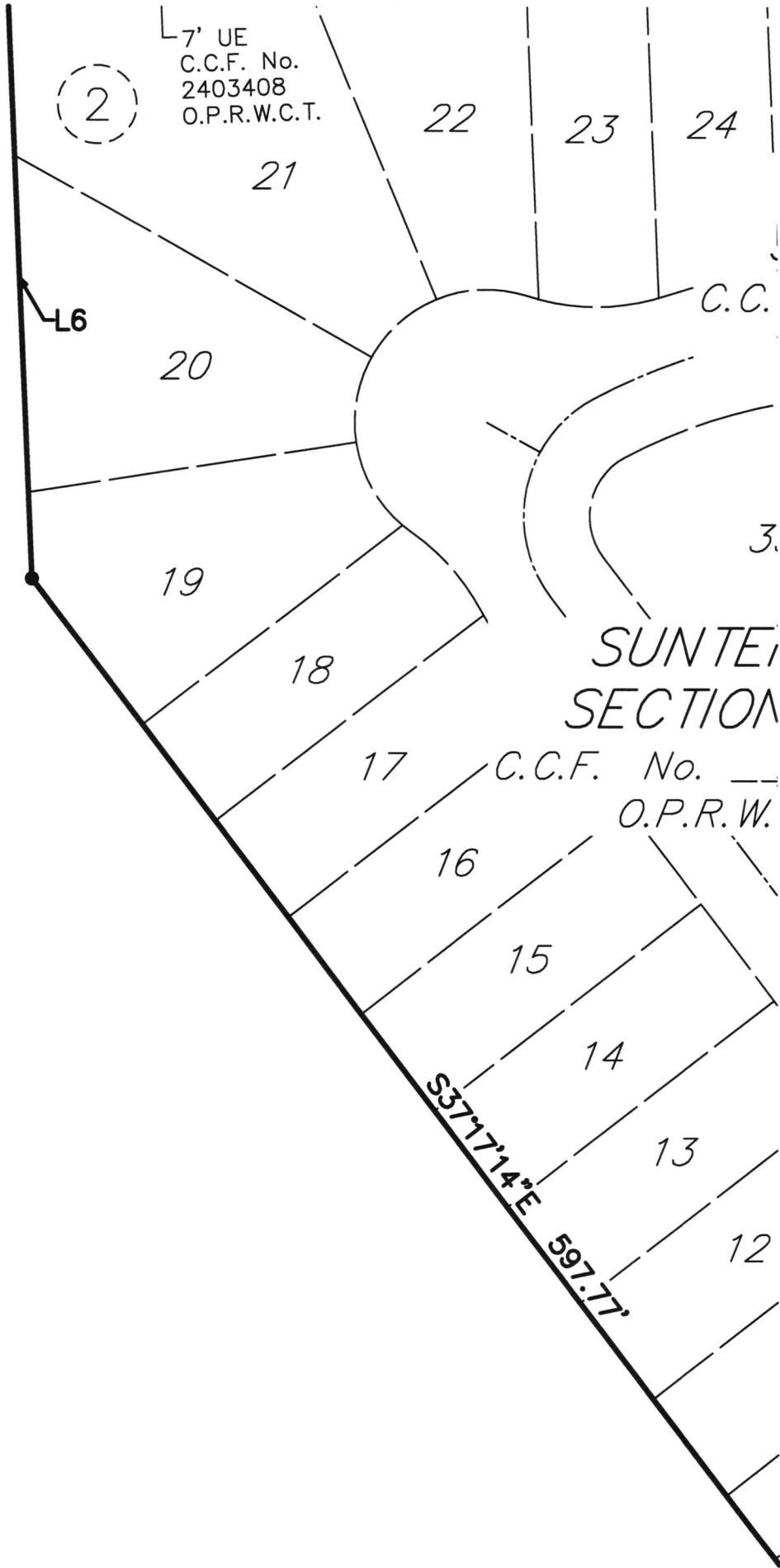


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DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 CJamnik@quiddity.com
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SHEET 1X OF 1			

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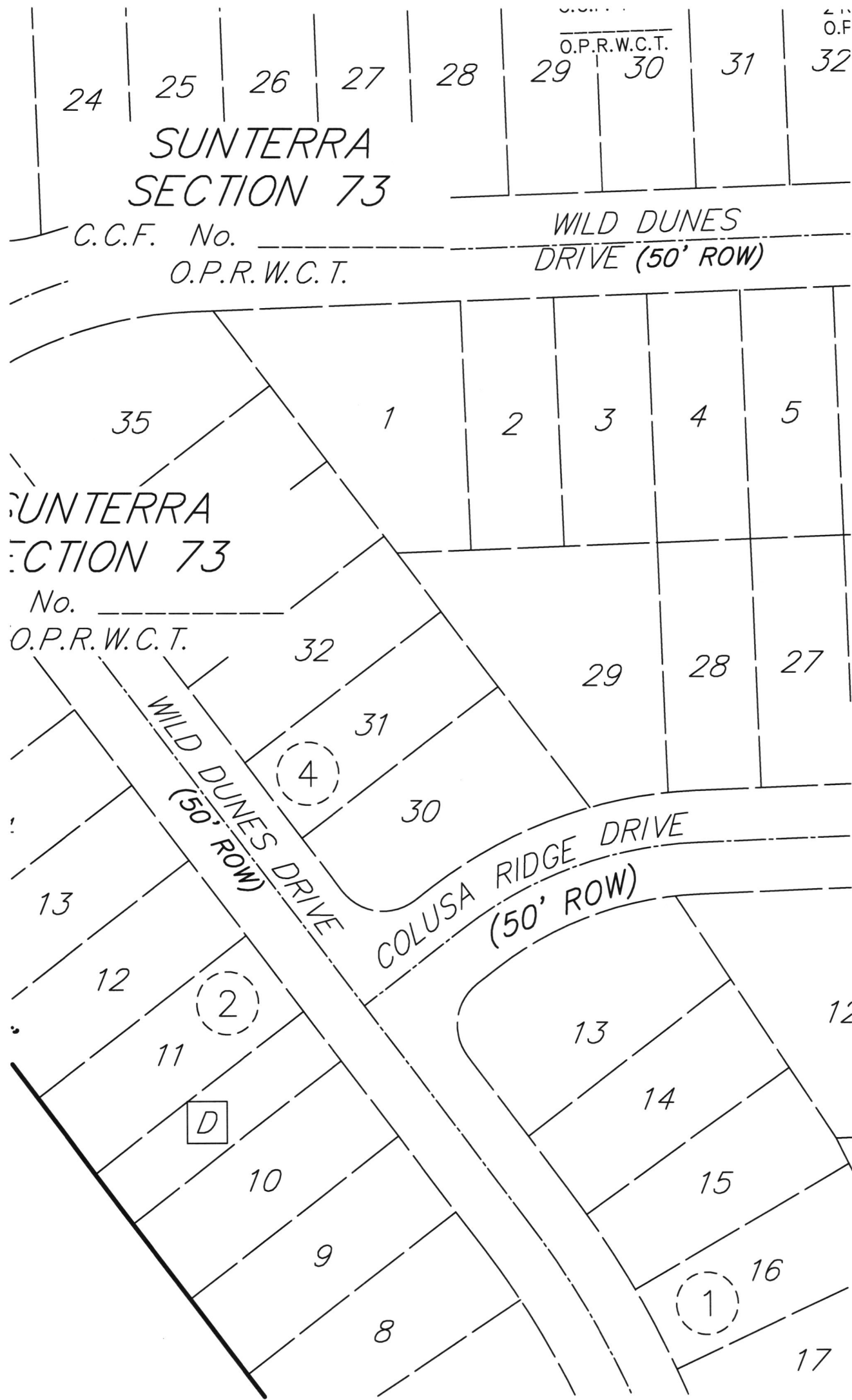
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SHEET 1Y OF 1			

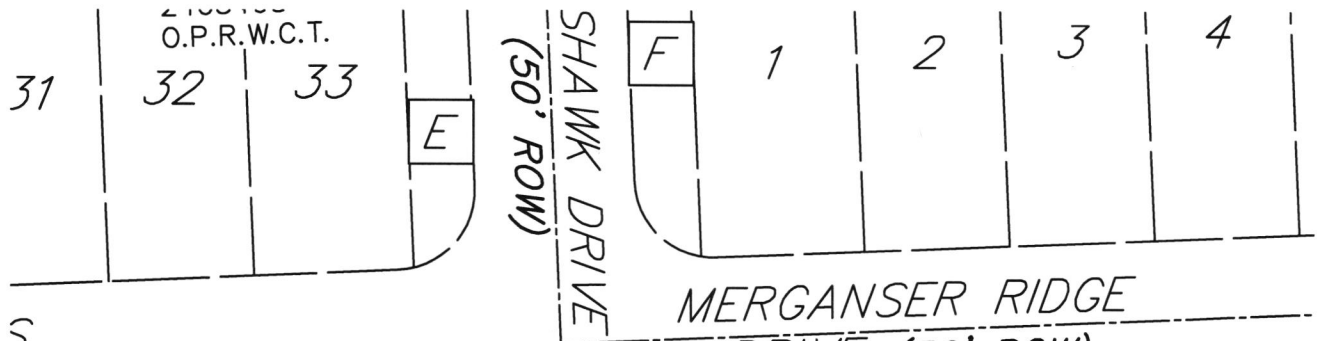
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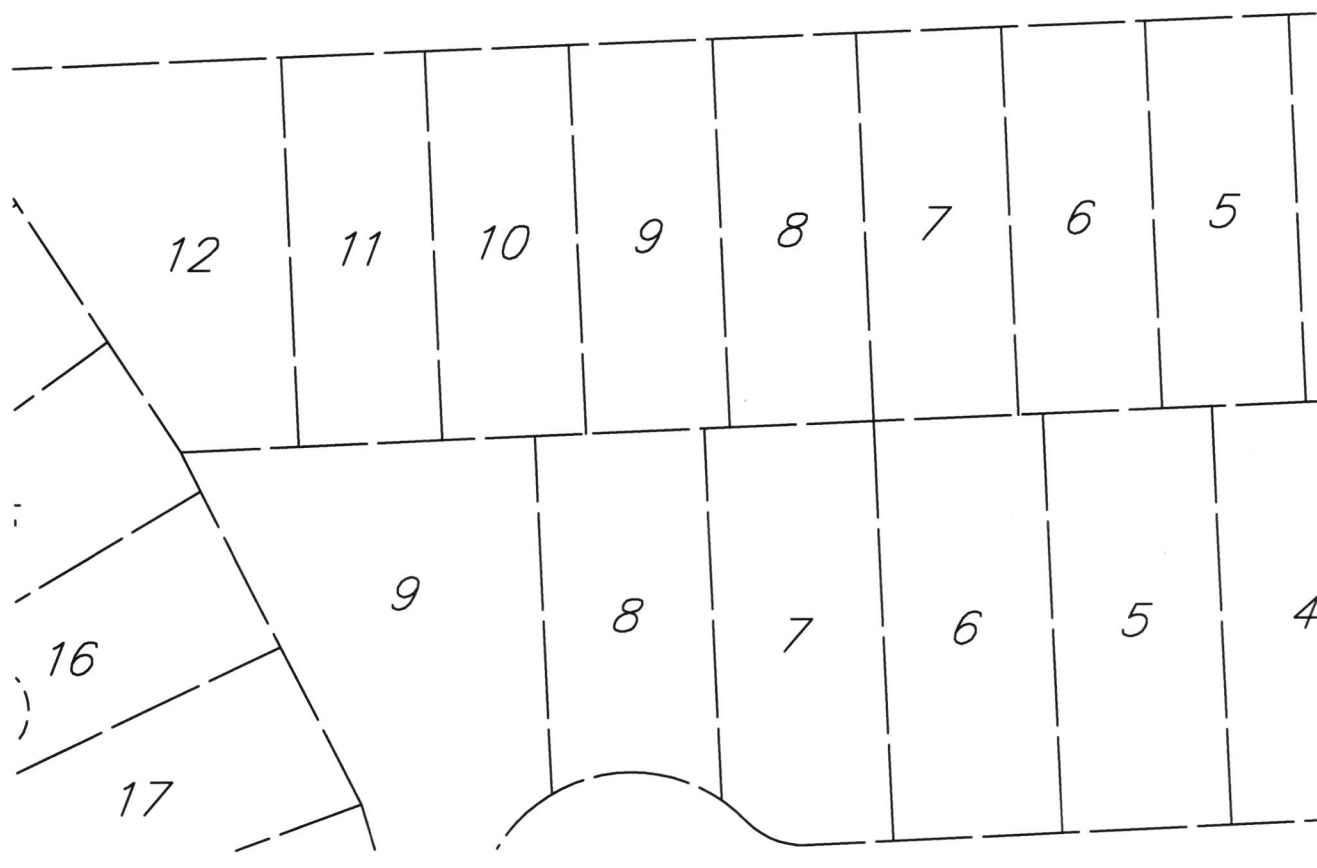
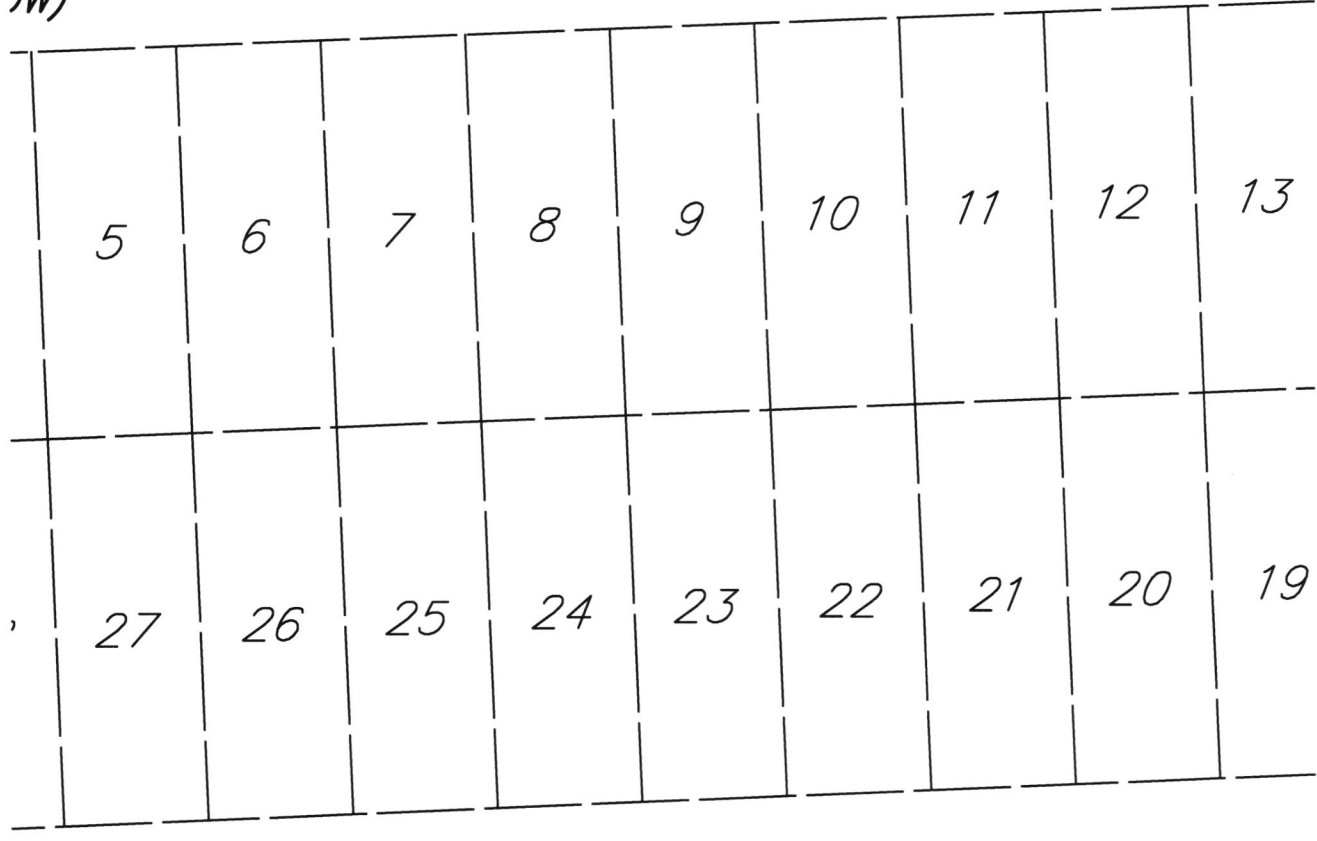
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SCALE 1"=60'			
SHEET 12 OF 1			

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S
W) MERGANSER RIDGE
DRIVE (50' ROW)



DATE: APRIL 2024

SCALE 1"=60'

SHEET 2A OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
AG EHC II (LEN) MULTI STATE 4, LLC
an Arizona Limited Liability Company
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SCOTTSDALE, AZ 85255
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CJamnik@quiddity.com

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FRANK GUZMAN
CALLED 5.00 AC.
VOL. 419, PG. 367
D.R.W.C.T.

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DATE: APRIL 2024

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SHEET 2B OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
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8585 E. HARTFORD DR., SUITE 118
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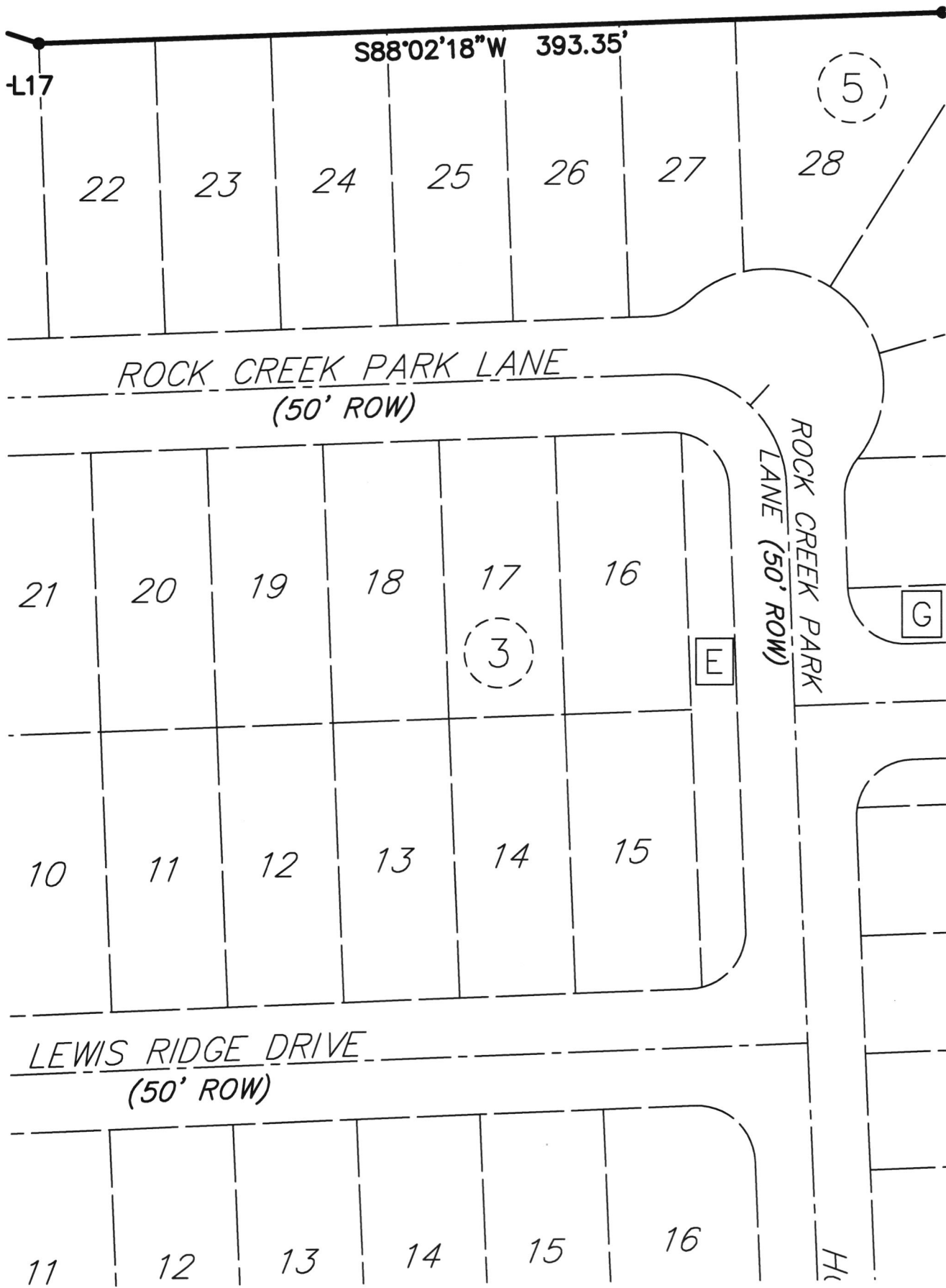
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DATE: APRIL 2024	FINAL PLAT OF SUNTERRA SEC 74	OWNER/DEVELOPER: AG EHC II (LEN) MULTI STATE 4, LLC an Arizona Limited Liability Company 8585 E. HARTFORD DR., SUITE 118 SCOTTSDALE, AZ 85255 (713) 783-6702	ENGINEER/PLANNER/SURVEYOR:  QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjarnik@quiddity.com
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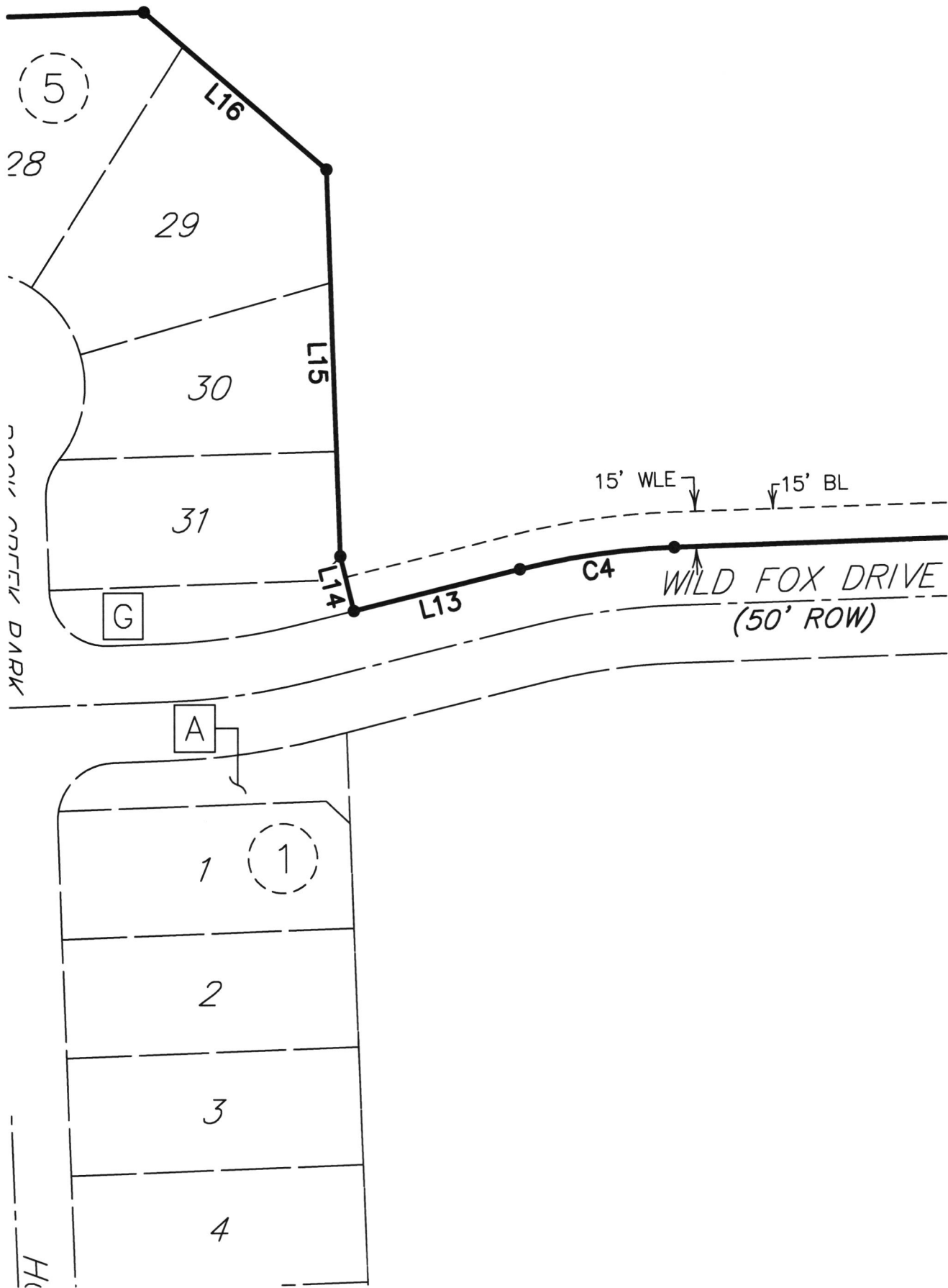
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SCALE 1"=60'			 QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjamnik@quiddity.com
SHEET 2D OF 1			

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DATE: APRIL 2024

SCALE 1"=60'

SHEET 2E OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
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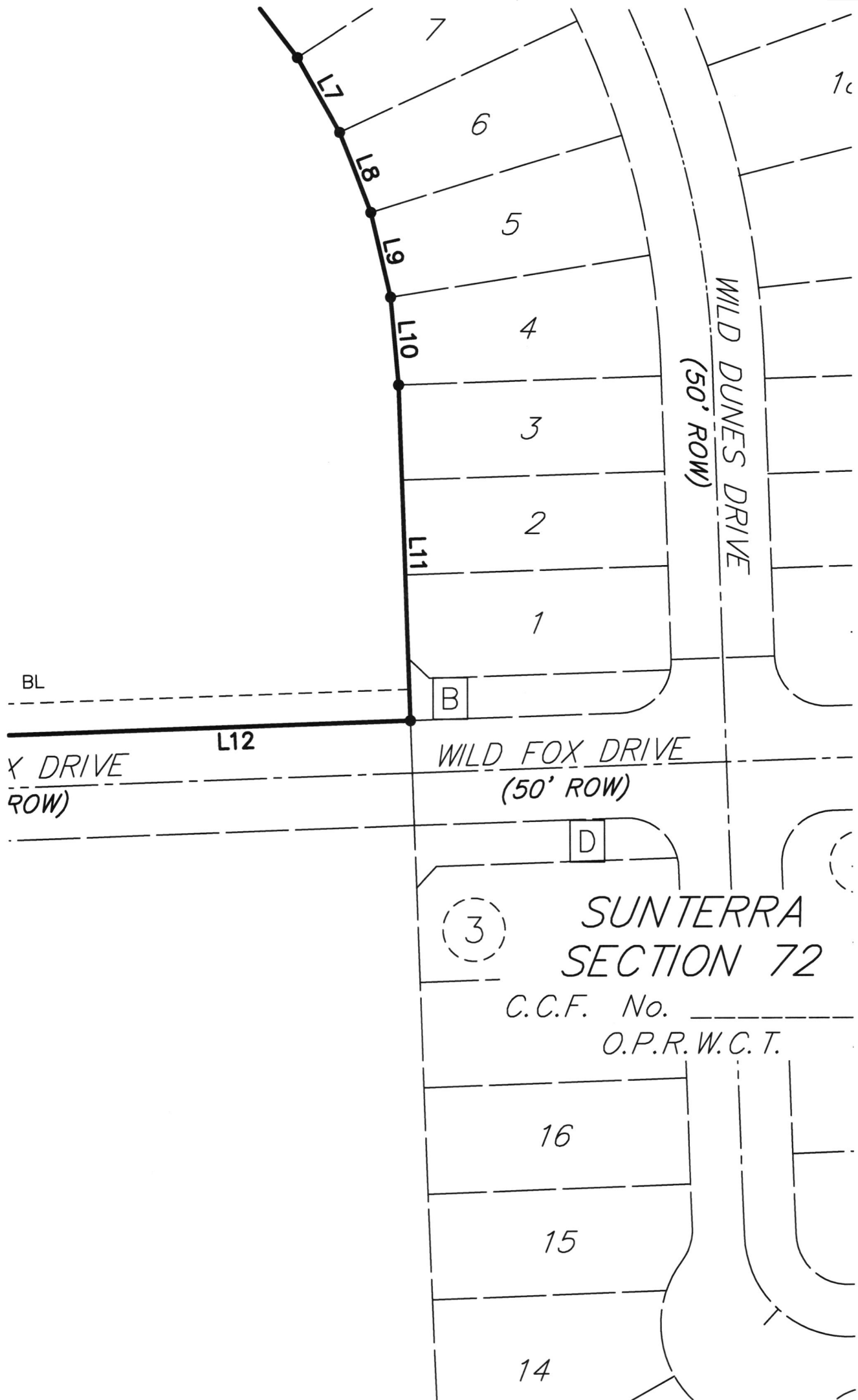
ENGINEER/PLANNER/SURVEYOR:



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SHEET 2F OF 1

OWNER/DEVELOPER:
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Cjamnik@quiddity.com

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DATE: APRIL 2024

SCALE 1"=60'

SHEET 2G OF 1

FINAL PLAT OF
SUNTERRA
SEC 74

OWNER/DEVELOPER:
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Cjarnik@quiddity.com

fm

ORDER NO. _____

**AN ORDER RATIFYING THE AD VALOREM PROPERTY TAX
INCREASE REFLECTED IN THE 2025 BUDGET AS REQUIRED
BY §111.008(c) LOCAL GOVERNMENT CODE OF TEXAS;
CONTAINING REPEALING AND SEVERABILITY CLAUSES;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Commissioners Court for Waller County, Texas (the "County") has adopted a budget for its 2025 calendar year that will require raising more revenues from property taxes than in calendar year 2024.

WHEREAS, §111.008(c), Local Government Code of Texas, requires that a separate vote of the Commissioners Court for the County to ratify the property tax increase reflected in the 2025 budget.

WHEREAS, the ratification of the property tax increase reflected in the 2025 budget was made in a separate vote of the Commissioners Court than the vote for the County to adopt the 2025 budget or the vote to set the 2024 tax rate as required by Chapter 26, Tax Code.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT FOR WALLER COUNTY, TEXAS:

The property tax rate of \$.496021 as reflected in the 2025 budget of the County is ratified by a vote of:

Judge Carbett "Trey" J. Duhon III	_____	voted AYE,	_____	voted NAY,	_____	ABSTAINED
Comm. John A. Amsler	_____	voted AYE,	_____	voted NAY,	_____	ABSTAINED
Comm. Walter E. Smith	_____	voted AYE,	_____	voted NAY,	_____	ABSTAINED
Comm. Kendric D. Jones	_____	voted AYE,	_____	voted NAY,	_____	ABSTAINED
Comm. Justin Beckendorff	_____	voted AYE,	_____	voted NAY,	_____	ABSTAINED

The foregoing vote of the Commissioners Court to ratify the property tax increase reflected in the 2025 budget is separate and apart from the Commissioners Court's adoption of the 2025 budget or the vote by the Commissioners Court to adopt the 2024 tax rate required by Chapter 26, Tax Code.

Effective Date and Publication. This Order and the ratification of the property tax increase as reflected in the 2025 budget is effective immediately upon adoption of this Order.

PASSED, APPROVED and ADOPTED this 18th day of September, 2024.

Carbett "Trey" J. Duhon III, County Judge
Waller County, Texas

ATTEST:

Debbie Hollan, County Clerk

THE STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS' COURT
OF WALLER COUNTY, TEXAS

BE IT REMEMBERED that on this the 18th day of September, 2024, 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, Commissioner _____, made a motion that the total tax rate of \$.496021 be adopted as the 2024 Tax Rate.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THIS TAX RATE WILL EFFECTIVELY BE RAISED BY .80 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 BY APPROXIMATELY \$-23.35.

This total tax rate shall be levied as follows:

There shall be levied and collected upon all taxable property in Waller County for the year 2024, for the use of the County, except the first Three Thousand (\$3,000.00) value of residential homestead, an ad valorem tax for maintenance and operations of \$.023043 on each \$100.00 worth of taxable property so assessed to be credited to the Farm-to-Market Roads of Waller County, Texas.

There shall be levied and collected upon all taxable property in Waller County for the year 2024, for the use of the County, an ad valorem tax for maintenance and operations of \$.413977 on each \$100.00 worth of taxable property so assessed to be credited to the General Fund of Waller County, Texas.

There shall be levied and collected upon all taxable property in Waller County for the year 2024, for the use of the County, an ad valorem tax for interest and sinking of \$.059001 on

each \$100.00 worth of taxable property so assessed to be credited to the Debt Fund of Waller County, Texas.

It shall be noted that Waller County grants a \$25,000.00 homestead exemption to persons who are sixty-five (65) year of age or older or who are disabled persons as has been previously allowed.

It shall be noted that Waller County grants an exemption of twenty percent (20%) of the appraised value of the residence homestead of Waller County residents in accordance with Tax Code Sec. 11.13(n), as amended. If this percentage produces an exemption of less than \$5,000.00 when applied to a particular residence homestead, the individual is entitled to an exemption of \$5,000.00 of the appraised value.

Upon the question being duly and timely put by the Presiding Judge,

Judge Carbett "Trey" J. Duhon III,	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Comm. John A. Amsler	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Comm. Walter E. Smith	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Comm. Kendric D. Jones	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Comm. 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, County Judge
Waller County, Texas

ATTEST:

Debbie Hollan, County Clerk

Prepared For: County of Waller - Sherriff's Dept
Duhon, Trey

Date 08/22/2024
AE/AM JJK/JJO

Unit #
Year 2025 Make Chevrolet Model Silverado 1500
Series Custom Trail Boss 4x4 Crew Cab 5.75 ft. box 147.4 in. WB

Vehicle Order Type Ordered Term 48 State TX Customer# 586577

\$ 50,046.20	Capitalized Price of Vehicle ¹
\$ 0.00	* License and Certain Other Charges State <u>TX</u>
\$ 158.50	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 99.00	Other:Courtesy Delivery Fee
\$ 0.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 13,000.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 37,145.20	Total Capitalized Amount (Delivered Price)
\$ 520.03	Depreciation Reserve @ <u>1.4000%</u>
\$ 205.47	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 725.50	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0600 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State .

\$ 725.50 Total Monthly Rental Including Additional Services

\$ 12,183.76 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name 2025 1500 Trailboss 4x4 Crew 5.75ft
Exterior Color Summit White
Interior Color Jet Black w/Cloth Seat Trim
Lic. Plate Type Exempt
GVWR 0

Quote based on estimated annual mileage of 25,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE County of Waller - Sherriff's Dept

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Chevrolet Silverado 1500 Custom Trail Boss 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,261.8	\$51,800.00
Total Options	\$2,129.40	\$2,340.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$53,386.20	\$56,135.00

SELECTED COLOR:

Exterior:

GAZ-Summit White

Interior:

H0U-Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2CX	Preferred Equipment Group 2CX	NC	NC
A2X	10-Way Power Driver Seat w/Lumbar	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
B30	Color-Keyed Carpeting Floor Covering	Included	Included
B32	Front Rubberized Vinyl Floor Mats	Included	Included
B33	Rear Rubberized-Vinyl Floor Mats	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTV	Remote Vehicle Starter System	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 kg)	Included	Included
CGN	Chevytec Spray-On Black Bedliner	\$495.95	\$545.00
CTT	Hitch Guidance	Included	Included
FE9	Federal Emissions Requirements	NC	NC
G80	Auto-Locking Rear Differential	Included	Included
GAZ_02	Summit White	NC	NC
GU5	3.23 Rear Axle Ratio	Included	Included
H0U_01	Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JHD	Hill Descent Control	Included	Included
K34	Electronic Cruise Control	Included	Included
K47	Heavy-Duty Air Filter	Included	Included
KC4	External Engine Oil Cooler	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Interior Power Outlet	Included	Included
KNP	Auxiliary External Transmission Oil Cooler	Included	Included
KW7	170 Amp Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	\$1,633.45	\$1,795.00

CODE	DESCRIPTION	INVOICE	MSRP
MHT	Transmission: 10-Speed Automatic (MHT)	Included	Included
N10	Dual Exhaust w/Polished Outlets	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
NQH	2-Speed Electronic Autotrak Transfer Case	Included	Included
NZZ	Skid Plates	Included	Included
PAINT	Solid Paint	STD	STD
PCX	Custom Convenience Package	Included	Included
PED	Chevy Safety Assist	Included	Included
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
R30	Tires: LT275/65R18C MT BW	Included	Included
RD1	Wheels: 18" x 8.5" Black Painted Aluminum	Included	Included
STDTM	Cloth Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2K	SiriusXM Trial Subscription	Included	Included
UBI	Dual Rear USB Ports (Charge Only)	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UF2	LED Cargo Area Lighting	Included	Included
UGA	Performance Red Recovery Hooks	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UTJ	Theft Deterrent System (Unauthorized Entry)	Included	Included
UVB	HD Rear Vision Camera	Included	Included
VK3	Front License Plate Kit	NC	NC
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z7X	Suspension Package	Included	Included
Z82	Trailer Package	Included	Included

CONFIGURED FEATURES:

Item 47.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer

Security System: security system

Panic Alarm: panic alarm

Tracker System: tracker system

Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Item 47.

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: rubber front and rear floor mats

Interior Accents: chrome interior accents

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: County of Waller - Sherriff's Dept
Duhon, Trey

Date 08/22/2024
AE/AM JJK/JJO

Unit #
Year 2025 Make Chevrolet Model Silverado 2500HD
Series LT 4x4 Crew Cab 6.75 ft. box 159 in. WB

Vehicle Order Type Ordered Term 48 State TX Customer# 586577

\$ 59,257.35	Capitalized Price of Vehicle ¹
\$ 0.00	* License and Certain Other Charges State <u>TX</u>
\$ 158.50	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 99.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 13,000.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 46,356.35	Total Capitalized Amount (Delivered Price)
\$ 648.99	Depreciation Reserve @ <u>1.4000%</u>
\$ 252.59	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 901.58	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State .

\$ 901.58 Total Monthly Rental Including Additional Services

\$ 15,204.83	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Sherrif Guidry
Exterior Color Sterling Gray Metallic / High Gloss Black Doo
Interior Color Jet Black w/Cloth Seat Trim
Lic. Plate Type Exempt
GVWR 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.0600 Per Mile
Tires 0 Loaner Vehicle Not Included

Quote based on estimated annual mileage of 25,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE County of Waller - Sherriff's Dept

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Chevrolet Silverado 2500HD LT 4x4 Crew Cab 6.75 ft. box 159 in. WB - US

Series ID: CK20743

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$52,135.2	\$55,700.00
Total Options	\$8,067.15	\$8,865.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$62,197.35	\$66,560.00

SELECTED COLOR:

Exterior: GXD / D75-Sterling Gray Metallic / High Gloss Black Door Handles

Interior: H0U-Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1LT	Preferred Equipment Group 1LT	NC	NC
360XM	SiriusXM w/360L Trial Subscription	Included	Included
A2X	10-Way Power Driver Seat Adjuster w/Lumbar	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AU3	Power Door Locks	Included	Included
AVJ	Keyless Open & Start	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	STD	STD
B30	Color-Keyed Carpeting Floor Covering	Included	Included
B32	Front Rubberized Vinyl Floor Mats	Included	Included
B33	Rear Rubberized Vinyl Floor Mats	Included	Included
B59	Remote Start Package	\$477.75	\$525.00
BLGRL	Black Grille Bar w/Chevy Black Bow Tie	Included	Included
BLSKID	Black Skid Plate	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTM	Push Button Start	Included	Included
BTV	Remote Vehicle Starter System	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
CGN	Black Chevytec Spray-On Bedliner	Included	Included
CJ2	Dual-Zone Automatic Climate Control	Included	Included
CMPS	Compass	Included	Included
D75	High Gloss Black Door Handles	Included	Included
DD8	Auto-Dimming Inside Rearview Mirror	Included	Included
DP6	High Gloss Black Mirror Caps	Included	Included
DWI	Heated & Auto-Dimming Vertical Trailing Mirrors	Included	Included
E63	Durabed Pickup Bed	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GT4	3.73 Rear Axle Ratio	Included	Included
GXD_01	Sterling Gray Metallic	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
H0U_01	Jet Black w/Cloth Seat Trim	NC	NC
I0K	Radio: Chevrolet Infotainment 3 Premium System	STD	STD
JGH	GVWR: 10,850 lbs (4,921 kg)	Included	Included
JHD	Hill Descent Control	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
KA1	Heated Driver & Front Outboard Passenger Seating	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI3	Heated Steering Wheel	Included	Included
KI4	120-Volt Interior Power Outlet	Included	Included
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	Included	Included
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MKM	Transmission: Allison 10-Speed Automatic	Included	Included
N37	Manual Tilt & Telescoping Steering Column	Included	Included
N57	Wrapped Steering Wheel	Included	Included
NONSU	Off-Road Suspension	Included	Included
NQF	2-Speed Electronic Shift Transfer Case	Included	Included
NZZ	Skid Plates	Included	Included
PAINT	Solid Paint	STD	STD
PCL	Convenience Package	\$896.35	\$985.00
PPW	Wireless Phone Projection	Included	Included
PQB	Safety Package	\$1,214.85	\$1,335.00
QFG	Tires: LT275/65R20E 126/123 Off-Road T/A KO3	Included	Included
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
SRI	Wheels: 20" High Gloss Black Painted	Included	Included
STDTM	Cloth Seat Trim	STD	STD
T3U	Front LED Fog Lamps	Included	Included
T4A	Halogen Reflector Headlamps	Included	Included
T4L	Animated LED Projector Headlamps	Included	Included
TRG	Trailer Camera Provisions	Included	Included
UD5	Ultrasonic Front & Rear Park Assist	Included	Included
UE1	OnStar Services Capable	Included	Included
UET	In-Vehicle Trailing App System	Included	Included
UF2	LED Cargo Area Lighting	Included	Included
UFG	Rear Cross Traffic Alert	Included	Included
UGA	Front Frame-Mounted Red Recovery Hooks	Included	Included
UK3	Steering Wheel Audio Controls	Included	Included
UKV	Trailer Side Blind Zone Alert	Included	Included
UQF	6-Speaker Audio System	Included	Included
UTJ	Unauthorized Entry Theft-Deterrent System	Included	Included
UV2	HD Surround Vision	Included	Included
UVB	HD Rear Vision Camera	Included	Included
UVN	Bed View Camera w/2 Trailer Camera Provisions	Included	Included
VB5_	High Gloss Black Front Bumper	Included	Included
VK3	Front License Plate Kit	NC	NC
VT5_	High Gloss Black Rear Bumper	Included	Included
VV4	Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
WPK	Trail Boss Package	\$3,644.55	\$4,005.00
Z6A	Gooseneck/5th Wheel Prep Package	\$991.90	\$1,090.00

CODE	DESCRIPTION	INVOICE	MSRP
Z71	Z71 Off-Road Package	\$477.75	\$525.00
ZM9	Heat Package	\$364.00	\$400.00

CONFIGURED FEATURES:

Item 47.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: UltraSonic front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Inclinometer: inclinometer
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Item 47.

Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: simulated wood/metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: rubber front and rear floor mats
Interior Accents: chrome interior accents

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: County of Waller - Sherriff's Dept Duhon, Trey				Date 08/22/2024 AE/AM JJK/JJO
Unit #				
Year	2025	Make	Chevrolet	Model Silverado 2500HD
Series	LT 4x4 Crew Cab 6.75 ft. box 159 in. WB			
Vehicle Order Type	Ordered	Term 48	State TX	Customer# 586577
\$ 58,265.45		Capitalized Price of Vehicle ¹		
\$ 0.00	*	License and Certain Other Charges State TX		
\$ 158.50	*	Initial License Fee		
\$ 0.00	*	Registration Fee		
\$ 99.00	Other:Courtesy Delivery Fee			
\$ 0.00	Capitalized Price Reduction			
\$ 0.00	Tax on Capitalized Price Reduction			
\$ 13,000.00	Gain Applied From Prior Unit			
\$ 0.00	*	Tax on Gain On Prior		
\$ 0.00	*	Security Deposit		
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 45,364.45		Total Capitalized Amount (Delivered Price)		
\$ 635.10		Depreciation Reserve @ <u>1.4000%</u>		
\$ 247.51		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²		
\$ 882.61		Total Monthly Rental Excluding Additional Services		
Additional Fleet Management				
Master Policy Enrollment Fees				
\$ 0.00		Commercial Automobile Liability Enrollment		
Liability Limit <u>\$0.00</u>				
\$ 0.00		Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0600</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal		
\$ 0.00		Use Tax <u>0.0000%</u>	State .	
\$ 882.61		Total Monthly Rental Including Additional Services		
\$ 14,879.65		Reduced Book Value at <u>48</u> Months		
\$ 400.00		Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 25,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE County of Waller - Sherriff's Dept
 BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Chevrolet Silverado 2500HD LT 4x4 Crew Cab 6.75 ft. box 159 in. WB - US

Series ID: CK20743

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$52,135.2	\$55,700.00
Total Options	\$7,075.25	\$7,775.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$61,205.45	\$65,470.00

SELECTED COLOR:

Exterior: GXP / D75-(0 P) Lakeshore Blue Metallic / High Gloss Black Door Handles

Interior: H0U-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1LT	Preferred Equipment Group 1LT	NC	NC
360XM	SiriusXM w/360L Trial Subscription	Included	Included
A2X	10-Way Power Driver Seat Adjuster w/Lumbar	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AU3	Power Door Locks	Included	Included
AVJ	Keyless Open & Start	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	STD	STD
B30	Color-Keyed Carpeting Floor Covering	Included	Included
B32	Front Rubberized Vinyl Floor Mats	Included	Included
B33	Rear Rubberized Vinyl Floor Mats	Included	Included
B59	Remote Start Package	\$477.75	\$525.00
BLGRL	Black Grille Bar w/Chevy Black Bow Tie	Included	Included
BLSKID	Black Skid Plate	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTM	Push Button Start	Included	Included
BTV	Remote Vehicle Starter System	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
CGN	Black Chevytec Spray-On Bedliner	Included	Included
CJ2	Dual-Zone Automatic Climate Control	Included	Included
CMPS	Compass	Included	Included
D75	High Gloss Black Door Handles	Included	Included
DD8	Auto-Dimming Inside Rearview Mirror	Included	Included
DP6	High Gloss Black Mirror Caps	Included	Included
DWI	Heated & Auto-Dimming Vertical Trailing Mirrors	Included	Included
E63	Durabed Pickup Bed	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GT4	3.73 Rear Axle Ratio	Included	Included
GXP_01	(0 P) Lakeshore Blue Metallic	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOK	Radio: Chevrolet Infotainment 3 Premium System	STD	STD
JGH	GVWR: 10,850 lbs (4,921 kg)	Included	Included
JHD	Hill Descent Control	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
KA1	Heated Driver & Front Outboard Passenger Seating	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI3	Heated Steering Wheel	Included	Included
KI4	120-Volt Interior Power Outlet	Included	Included
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	Included	Included
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MKM	Transmission: Allison 10-Speed Automatic	Included	Included
N37	Manual Tilt & Telescoping Steering Column	Included	Included
N57	Wrapped Steering Wheel	Included	Included
NONSU	Off-Road Suspension	Included	Included
NQF	2-Speed Electronic Shift Transfer Case	Included	Included
NZZ	Skid Plates	Included	Included
PAINT	Solid Paint	STD	STD
PCL	Convenience Package	\$896.35	\$985.00
PPW	Wireless Phone Projection	Included	Included
PQB	Safety Package	\$1,214.85	\$1,335.00
QFG	Tires: LT275/65R20E 126/123 Off-Road T/A KO3	Included	Included
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
SRI	Wheels: 20" High Gloss Black Painted	Included	Included
STDTM	Cloth Seat Trim	STD	STD
T3U	Front LED Fog Lamps	Included	Included
T4A	Halogen Reflector Headlamps	Included	Included
T4L	Animated LED Projector Headlamps	Included	Included
TRG	Trailer Camera Provisions	Included	Included
UD5	Ultrasonic Front & Rear Park Assist	Included	Included
UE1	OnStar Services Capable	Included	Included
UET	In-Vehicle Trailing App System	Included	Included
UF2	LED Cargo Area Lighting	Included	Included
UFG	Rear Cross Traffic Alert	Included	Included
UGA	Front Frame-Mounted Red Recovery Hooks	Included	Included
UK3	Steering Wheel Audio Controls	Included	Included
UKV	Trailer Side Blind Zone Alert	Included	Included
UQF	6-Speaker Audio System	Included	Included
UTJ	Unauthorized Entry Theft-Deterrent System	Included	Included
UV2	HD Surround Vision	Included	Included
UVB	HD Rear Vision Camera	Included	Included
UVN	Bed View Camera w/2 Trailer Camera Provisions	Included	Included
VB5_	High Gloss Black Front Bumper	Included	Included
VK3	Front License Plate Kit	NC	NC
VT5_	High Gloss Black Rear Bumper	Included	Included
VV4	Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
WPK	Trail Boss Package	\$3,644.55	\$4,005.00
Z71	Z71 Off-Road Package	\$477.75	\$525.00



Item 47.

CODE	DESCRIPTION	INVOICE	MSRP
ZM9	Heat Package	\$364.00	\$400.00

CONFIGURED FEATURES:

Item 47.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: UltraSonic front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Inclinometer: inclinometer
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Item 47.

Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: simulated wood/metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: rubber front and rear floor mats
Interior Accents: chrome interior accents

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



Confirmation Copy

September 4, 2024

Waller County Commissioners Court
836 Austin Street, Ste. 203
Hampstead, TX 77445

RE: Food Service Agreement for Inmate Meals

Dear Commissioners:

It continues to be an honor and a privilege to provide inmate food services for Waller County. As you are aware, the parties may, by mutual agreement, extend the Agreement for another year, effective November 1, 2024. Trinity respectfully requests that we exercise the annual renewal option and effective on the renewal date, adjust meal prices equal to the change in the Consumer Price Index, Food Away From Home. Based on the most recent Index data (copy enclosed), the change in the Index over the last year was 4.1%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective upon the renewal date of the agreement, November 1, 2024.

Assuming you are in agreement with extending the term through October 31, 2025, and adjusting the meal prices as stated herein, please countersign the enclosed confirmation copy of this letter and return it to our office.

Trinity sincerely appreciates the opportunity to serve Waller County. Thank you for your business. We will always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding this adjustment or the food services we provide.

Very truly yours,

Steve Weirich
District Manager – Trinity West
Steve.weirich@trinityservicesgroup.com
(336) 383-2901

Approved:

Date: _____



INMATE MEALS
Waller County Texas

EFFECTIVE November 1, 2024

From		To	Price per Meal
14	-	33	\$7.275
34	-	53	\$3.457
54	-	73	\$2.467
74	-	93	\$2.012
94	-	113	\$1.751
114	-	133	\$1.608
134	-	153	\$1.511
154	-	173	\$1.437
174	-	193	\$1.381
194	-	213	\$1.336
214	-	233	\$1.300
234	-	253	\$1.270
254	-	273	\$1.244
274	-	293	\$1.222
294	-	And over	\$1.204



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Waller County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
DBA	2	\$175	\$350
No travel expenses, as all work will be completed remotely			
Client			
Waller County, TX			
Archived Jail Data from 2012 to Present - ODY-350862			
			TOTAL CONTRACT AMOUNT
			\$350

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Professional Services Agreement Terms and Conditions

1. **Services.** Tyler shall perform the services set forth in Schedule 1.
2. **Compensation.** Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:
 Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies Inc. – Operating
3. **Termination.** The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.
4. **Confidentiality.** All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.
5. **Warranty.** Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.
6. **Limitation of Liability.**
 THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.
 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.
 THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.
7. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.
8. **Insurance.** Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
 - a) Commercial general liability of at least \$1,000,000;
 - b) Automobile liability of at least \$1,000,000;
 - c) Professional liability of at least \$1,000,000; and
 - d) Workers compensation complying with statutory requirements.
9. **Miscellaneous.**
 - (a) **Tax Exempt Status.** Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.
 - (b) **Assignment.** Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
 - (c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - (d) **Entire Agreement.** This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.
 - (e) **Amendment.** This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.
 - (f) **Relationship of Parties.** The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
 - (g) **Governing Law.** Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.
 - (h) **No Third Party Beneficiaries.** Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
 - (i) **Equitable Relief.** Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
 - (j) **Survival.** The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

Contract Amendment

Item 56.

This Amendment modifies the original contract between ESO Solutions, Inc. ("ESO") and Waller County, Texas ("Customer") titled ESO Subscription Agreement.

The revisions to the contract are limited to those specified below. All other provisions of the contract remain in effect.

EXHIBITS

ESO and Customer agree to replace Exhibit A-1 attached to the original contract with Quote number Q-131653. The original contract is hereby amended by deleting Exhibit A-1 in its entirety and substituting in lieu thereof Quote number Q-131653, new Exhibit A attached to this Amendment.

The remainder of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of signing.

ESO Solutions, Inc.

Customer

By: _____
(signature)

By: _____
(signature)

Name: _____
(print name)

Name: _____
(print name)

Title: _____
(print title)

Title: _____
(print title)

Date: _____
(print date)

Date: _____
(print date)



EXHIBIT A

Quote Date: 09/07/2023
Customer Name: Waller County Fire Ma
Quote #: Q-131653
Quote Expiration date: 09/30/2024
ESO Account Manager: Wade Estes

Item 56.

CUSTOMER CONTACT

Customer Waller County Fire Marshal
Name Brian Cantrell
Email b.cantrell@wallercounty.us
Phone 979-826-7785

BILLING CONTACT

Payor Waller County Fire Marshal
Name Brian Cantrell
Email b.cantrell@wallercounty.us
Phone 979-826-7785
Address
Billing Frequency Annual
Initial Term 12 months

Fire			
Product	Volume	Total	Fee Type
ESO Inspections	1 Stations	\$595.00	Recurring
ESO Properties	1 Stations	\$495.00	Recurring
ESO Activities - Fire and Fire/EMS Agencies	1 Stations	\$295.00	Recurring
Fire Setup & Online Training	1 Sessions	\$595.00	One-time
IFC - 2021 - National Code Set	1 Stations	\$495.00	One-time
		Total Recurring Fees	\$ 1,385.00
		Total One-Time Fees	\$ 1,090.00
		TOTAL FEES	\$ 2,475.00



Quote Date: 09/07/2023
Customer Name: Waller County Fire Ma
Quote #: Q-131653
Quote Expiration date: 09/30/2024
ESO Account Manager: Wade Estes

Item 56.

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.
3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Waller County Fire Marshal

Signature: _____

Print Name: _____

Title: _____

Date: _____

For Fire, the following payment terms apply:

The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.



Quote Date: 09/07/2023
Customer Name: Waller County Fire Ma
Quote #: Q-131653
Quote Expiration date: 09/30/2024
ESO Account Manager: Wade Estes

Item 56.

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
IFC - 2021 - National Code Set	Complete set of IFC 2021 Code set in the software used for inspections.

This ESO Subscription Agreement (this “**Agreement**”) is entered into as of the date of the signing (“**Effective Date**”), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, “**ESO**”) and Waller County, Texas, having its principal place of business at 425 FM 1488, Suite 106, Hempstead, Texas 77445 (“**Customer**”). This Agreement consists of these terms and conditions (the “**General Terms & Conditions**”) below, the Business Associate Agreement, and any Order (as defined below) executed by the parties, including any attachments to such Order.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

“**Add-On Software**” means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

“**Customer Data**” means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

“**De-identified Data**” means Customer Data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, which has had all personally identifiable information removed, as well as the names and addresses of Customer and any of its Users and/or Customer’s clients, and in each case as a consequence is neither PHI nor identifiable to or by Customer.

“**Deliverable**” means software, report, or other work product created pursuant to a Statement of Work.

“**Documentation**” means the Software’s user guides and operating manuals.

“**Feedback**” refers to any suggestion or idea for improving or otherwise modifying ESO’s products or services.

“**Integrated Service**” means a third-party hardware, software, service, website, or data that is integrated with (or interoperates) with a Service. Nonexclusive examples of Integrated Services include computer-aided dispatch (CAD), cardiac monitors and billing software.

“**Intellectual Property**” means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

“**Licensed Software**” means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer’s own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

“**New Version**” means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO’s designation of a new version number, brand or product.

“**Order**” means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Order may be (a) an ESO sales form or “Quote”, (b) a Statement of Work, or (c) an addendum or other writing which is attached or which the parties intend to be incorporated by reference into this Agreement. For the avoidance of doubt, unilateral purchase orders and other similar documents do not constitute an Ordering Document.

“**Outage**” means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

“**Professional Services**” means professional services provided by ESO under a Statement of Work.

“**Protected Health Information**” or “**PHI**” has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

“**Reporting Services**” means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

“**SaaS**” means software-as-a-service that ESO hosts (directly or indirectly) for Customer’s use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

“**Scheduled Downtime**” means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

“Software” means any ESO computer program, programming or modules specified in the Agreement or any Order. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

“Support Services” means those services described in Exhibit B.

“Third-Party Data” means data not owned by ESO but which is (or access to which is) provided by ESO under an Order (such as fire codes or AAAM AIS codes).

“Third-Party Service” means a service not provided by ESO but which is made available by ESO in connection with its Software under an Order.

“Third-Party Software” means software not owned by ESO but which is (or access to which is) provided by ESO under an Order.

“Use Restrictions” means the restrictions imposed on Customer’s use of Software as described in Section 3.3.

“User” means any individual who uses the Software on Customer’s behalf through Customer’s account or passwords.

2. SOFTWARE ORDERS. During the Term, Customer may order Software from ESO by its governing body approving the Order, and an authorized representative signing an appropriate Order. Customer’s license to Licensed Software and its subscription to SaaS are set forth below. Each such Order is incorporated herein by reference.

3. LICENSE/SUBSCRIPTION TO SOFTWARE

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Order, subject to Customer’s compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Order and as necessary for Customer’s internal business purposes, in each case subject to Customer’s compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Order).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, and Feedback, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer’s rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services.

3.5.2. Third-Party Data. If Customer (as indicated on an Order) elects to license Third-Party Data (e.g., fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer’s internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Order, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Order.

3.6. Integrated Services. Customer is responsible for securing the right for ESO to receive, transmit, process, display, and store all data (“Integrated Data”) from and to any Integrated Service to the extent required for ESO to perform its obligations and exercise its rights under this Agreement. ESO’s obligation to support Integrated Services is contingent upon Customer securing such

rights. Customer's failure to secure such rights does not terminate or suspend Customer's obligation to pay Fees. Customer bears (and shall hold ESO harmless from) all risks associated with access to and use of Integrated Services and Integrated Data. Any Integrated Data made accessible by ESO in or through the Integrated Service is provided on an "as-is" and "as available" basis without any warranty of any kind. Customer acknowledges that ESO is not responsible for and under no obligation to control, monitor or correct Integrated Data; provided, however, ESO reserves the right to take remedial action if any such data violates applicable law or this Agreement, including without limitation, the removal of, or disablement of access to, such data and the Integrated Service. Customer acknowledges that ESO's ability to deliver each Service is contingent upon Customer or User's compliance with this Agreement and any applicable third party's terms of use. Accordingly, if ESO's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or third-party vendors (other than ESO) ("Customer Delay"), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).

- 3.7. Third Party APIs. Customer acknowledges that: (i) the nature, type, quality and availability of Integrated Data and Integrated Services may change at any time during the Term, and (ii) features of the Integrated Service that integrate or interoperate with third parties and Integrated Data depend on the continuing availability of such third parties' respective application programming interfaces ("APIs") for use with the Integrated Service. ESO may update, change or modify the Integrated Services under this Agreement because of a change in, or unavailability of, such Integrated Data or APIs. If any third-party ceases to make its Integrated Data or APIs available on reasonable terms for the Integrated Services, as determined by ESO in its sole discretion, ESO may cease providing access to or support for the affected Integrated Data or Integrated Service without any liability to Customer. If any changes to Integrated Data or APIs occur with no fault of Customer, including their availability or unavailability, during the Term, Customer's obligations under this Agreement or the applicable Order will be prorated accordingly. Customer will not be responsible for fees related to a service or benefit under this Agreement that it does not receive.

4. HOSTING, SLA & SUPPORT SERVICES

- 4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.
- 4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "**Uptime Commitment**"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.
- 4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference. ESO may update and revise its Software, providing reasonable notice in the case of any material diminishment.

5. FEES

- 5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Order(s) (collectively, "**Fees**"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.
- 5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "**Third-Party Payer**"), then (i) each applicable Order will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 8.75% each year this Agreement is in effect.
- 5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. ESO understands that Customer is a governmental entity, and is exempt from paying taxes. Customer will provide tax-exempt documentation to ESO upon execution of this Agreement.
- 5.5. Appropriation of Funds. Customer may terminate the Agreement at the end of the Customer's fiscal term if its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.
- 5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Order. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the

applicable Order (an “**Overage**”), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO’s then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

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6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement (the “**Term**”) commences on the Effective Date and continues for a period of one year (or any longer period provided in an Order). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.
- 6.2. Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party’s uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. Termination for Convenience. Either party may terminate this Agreement without cause upon 30 days’ written notice by the terminating party provided that in no event shall ESO provide Customer a refund for pre-paid Fees in the event of a Termination under this Section.
- 6.4. Effect of Termination. If Customer terminates this Agreement or any Order as a result of ESO’s material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software. Upon termination of this Agreement or any Order, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO’s then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.
- 6.5. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Material Performance of Software. After it is fully implemented (and subject to Customer’s adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.
- 7.2. Due Authority. Each party’s execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.
- 7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.
8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE “AS-IS” AND “AS AVAILABLE.”

9. CONFIDENTIALITY

- 9.1. “**Confidential Information**”. ESO understands that Customer is a governmental entity subject to Texas Government Code Chapter 552 (the Texas Public Information Act), including Sections 552.371 and 552.372. ESO will limit or avoid, if possible, disclosing to Customer proprietary trade secret information. If ESO discloses to Customer any information that is confidential under the Texas Public Information Act, it shall clearly identify in writing that the information is proprietary or confidential. Customer will treat such information as confidential only to the extent allowable under the Texas Public Information Act or similar applicable disclosure law. Customer will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. In the event Customer seeks to withhold information under the Texas Public Information Act, ESO understands the confidential information will be sent to the Texas Attorney General, and ESO agrees to reasonably cooperate with Customer should the need arise. The final decision as to what information must be disclosed pursuant to the Texas Public Information Act, however, lies with the Texas Attorney General. It is understood that the Customer, its officers, and employees shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General, and that the Customer, its officers, and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the Customer by ESO, in reliance on any advice, decision, or opinion of the Texas Attorney General. If ESO fails to properly identify the information, Customer shall have no obligation to seek protection of such information from public disclosure. Customer and its representatives and/or employees will not be responsible for ESO’s failure to clearly identify information ESO considers confidential or proprietary. ESO considers the following items to be Confidential Information: (a) any document marked “Confidential”; (b) any information designated in writing as “Confidential” at the time of disclosure; (c) the Software and Documentation; (d) ESO’s security controls, policies, procedures,

audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential that is clearly identified in writing as such; and (f) Customer Data which does not comprise PHI. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "**Purpose**"), and in accordance with applicable law, including but not limited to the Texas Public Information Act. Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written notice to the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate upon the termination of this Agreement. ESO understands that Customer is a governmental body, and must comply with laws related to governmental records. To the extent possible and consistent with applicable law, upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort.

10. **INSURANCE**. Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

- 10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;
- 10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;
- 10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and
- 10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of \$1 million.

11. INDEMNIFICATION

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall hold harmless, defend and indemnify Customer AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third-party claims, including but not limited to damages, costs, liabilities, and expenses (including reasonable attorney's fees) ("**Damages**") as to any and all third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual or intangible property rights in connection with the PERFORMANCE OR ACTIONS OF ESO PURSUANT TO THIS CONTRACT (each, an "**Indemnified Claim**"). ESO AND CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. ESO SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO may at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Order, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Order. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

- 11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a) Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.
- 11.3. Acts or Omissions. Subject to the limitations in Section 12, ESO shall indemnify and hold harmless Customer, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AN AGAINST 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 ESO or its agents, employees, subcontractors, third-party providers, or suppliers in the execution or performance of this Agreement, and any Orders issued under this Agreement. ESO SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL.

12. LIMITATION OF LIABILITY

- 12.1. LIMITATION OF DAMAGES. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.
- 12.2. SPECIFIC LIABILITY. LIABILITY SHALL BE LIMITED AS FOLLOWS:
- (a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO \$500,000.
 - (b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO \$1,000,000.
 - (c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.
- 12.3. GENERAL LIABILITY. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ORDER OR EXHIBIT GIVING RISE TO THE CLAIM.
- 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.
- 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

- 13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.
- 13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.
- 13.3. De-identified Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE DE-IDENTIFIED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL DE-IDENTIFIED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

- 13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. WORK PRODUCT

- 14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Order gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

- 15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement (provided that Customer shall be solely responsible for any such notice required to be given to its employees, agents or patients). Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.
- 15.2. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).
- 15.3. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs.

16. ACCURACY & COMPLETENESS

- 16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.

17. MISCELLANEOUS

- 17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as set forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mailed to a person designated in writing by the receiving party, or (e) delivered by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. Subcontracting. Except for Support Services, and training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.
- 17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to terminate Software products and services. Any rate or tier increases for Software products and services in use by Customer must be approved by Customer's governing body.
- 17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil

disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). If event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event lasts longer than 30 days, the other party may immediately terminate the applicable Order.

- 17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.
- 17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative of ESO, or the governing body of Customer. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.
- 17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.
- 17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a "**Dispute**") will be governed by (i) the laws of the State of Texas. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees. Venue for any dispute related to this Agreement shall be in Waller County, Texas.
- 17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (i.e., not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.
- 17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. ESO understands Customer is a governmental body, and that negotiations and mediations will be subject to applicable laws concerning confidentiality. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Order, with most recent Order taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.19. Signatures. Electronic signatures on this Agreement or on any Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

Customer

By: _____
(signature)

By: _____
(signature)

Name: _____
(print name)

Name: Carbett "Trey" J. Duhon, III
(print name)

Title: _____
(print title)

Title: County Judge
(print title)

EXHIBIT A-1**SAAS SOFTWARE**

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.
2. Customer hereby orders, and agrees to timely pay for, the following products according to the schedule below:

Fire			
Product	Volume	Total	Fee Type
IFC - 2018 Code Set	600 Fire Incidents	\$348.00	Recurring
Fire Incidents CAD Integration - Volunteer	1 Stations	\$395.00	Recurring
ESO Properties	600 Fire Incidents	\$597.00	Recurring
ESO Fire Incidents	1 Stations	\$825.00	Recurring
ESO Inspections	1 Stations	\$395.00	Recurring
ESO Activities - Fire and Fire/EMS Agencies	1 Stations	\$195.00	Recurring
Fire Setup & Online Training	2 Sessions	\$595.00	One-time
Fire Incidents NFIRS Data Import	600 Incidents	\$0.00	One-time
Properties/Inspections Data Import	1 Stations	\$0.00	One-time

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Asset Management	4 Vehicles	\$325.00	Recurring
ESO Checklists	4 Vehicles	\$405.00	Recurring

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	13 Employees	\$845.00	Recurring
Personnel Management Data Migration	13 Employees	\$0.00	One-time

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling	13 Employees	\$795.00	Recurring
ESO Scheduling - Setup & Online Training	2 Sessions	\$1,190.00	One-time

Total Recurring Fees	\$	5,125.00
Total One-Time Fees	\$	1,785.00
TOTAL FEES	\$	6,910.00

Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

3. Unless indicated below, no Third-Party Payer is responsible for any products Fees.
4. All the Fees above will be invoiced by ESO as follows unless otherwise arranged with a Third-Party Payer:
 - 4.1. Training and Training Travel Fees shall be invoiced on the Effective Date.
 - 4.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.
 - 4.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

Sourcewell:

DocuSigned by:
By Greg Zylka
6BD483769B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2024 | 8:34 PM CST

DocuSigned by:
By Linda Arts
0EF5785E1EAD4CF...
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/23/2024 | 2:01 PM CST

Participating Entity:

DocuSigned by:
By J. Ross McCall
FB37A5230EA6465...
Authorized Signature – Signed

By John Ross McCall
Name – Printed
Title Waller County Engineer
Date 5/9/2024

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name*

Waller County

Address*

775 Bus. Hwy 290 E

City*

Hempstead

State Code*

TX

Zip Code*

77445

Country*

United States of America

Employer Identification Number

Website

Contact person* (First, Last)

RossMcCall

Job Title*

County Engineer

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

☐

Administrator

☒

Department Head

☐

Department Purchaser

☐

Human Resources

☐

Procurement Officer

☐

Teacher

☐

Other

Department

☐

Administration

☐

Dining/Food Service

☒

Facilities/Operations

☒

Fleet/Transportation

☐

Human Resources

☐

Information Technology

☐

Parks, Recreation & Athletics

☐

Public Safety/Security

☒

Public Works/Utilities

☐

Purchasing & Finance

Email*

r.mccall@wallercounty.us

Phone*

979-826-7670

Sourcewell

Organization Type:**Government**

- ☒ County
- ☐ Federal
- ☐ Municipality
- ☐ Province/Territory
- ☐ Special District
- ☐ State
- ☐ Township
- ☐ Tribal

Education

- ☐ Local Education Agency (Public K-12 and Pre-K)
- ☐ Private Local Education Agency (Private K-12)
- ☐ Private Higher Education
- ☐ Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- ☐ Church
- ☐ Medical Facility
- ☐ Other

Referred by

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Conference/Trade Show _____
- ☐ Supplier
- ☐ Search Engine/Web Search
- ☐ Sourcewell Employee

**Denotes required information*

This proposal is valid for 10 calendar days

modular project PROPOSAL

Sept 12, 2024

BOXX Project: Q-76210



Waller County Waller County-complex

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027

Hempstead, TX

BOXX Modular, Inc. (Corporate Office)
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | BOXXModular.com | ussales@boxxmodular.com



August 23, 2024

Danny Rothe
Waller County
836 Austin Street, Construction Trailer on Wilkins St.
Hempstead, Texas 77445

RE: Modular project in Hempstead, TX

Dear Danny,

We are pleased to have the opportunity to submit this proposal which has been carefully tailored to address your individual space requirements.

BOXX Modular has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 2010. Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Proposal Contents (attached):

- Price Detail
- Floor Plan
- Specifications
- Delineation of Responsibilities
- Terms & Exclusions
- Site Requirements
- Estimated Project Schedule
- Proposal Acceptance
- Credit Application

It is our goal to meet your specific needs, so please be certain to thoroughly review each attachment included in this proposal to ensure you completely understand the pricing, product, and service we are proposing.

Please do not hesitate to contact me for answers to any questions or concerns you may have regarding our proposed solution. It would be our pleasure to partner with you on this important project. Thank you for your consideration.

Sincerely,
Robin Cummings
ASM

Q-76210
Sept 12, 2024

modular project

Item 61.

Sale Price Detail

This proposal is valid for 10 calendar days

BASE PRICE

Scope of Work Description

Deliver, Set up & skirting for 4 units
2-24 x 60 office units
1-36x56 office unit
1-48x56 office unit

Amount (usd)

\$114,958.00
\$256,830.00
\$172,998.00
\$213,340.00

***Base Price Total:** **\$758,126**

OPTIONS

Initials = Selected

Option Description

N/A

Amount (usd)

PROJECT DESCRIPTION DETAIL

- Deliver 2 – 24 x 64 office units, 1- 36 x 56 office unit, 1- 48 x 56 office unit
- Set up all to approx. 32 “- 36” Finished Floor Height to include: block, level and anchor & lag together.
- Skirt all with matching metal



BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!

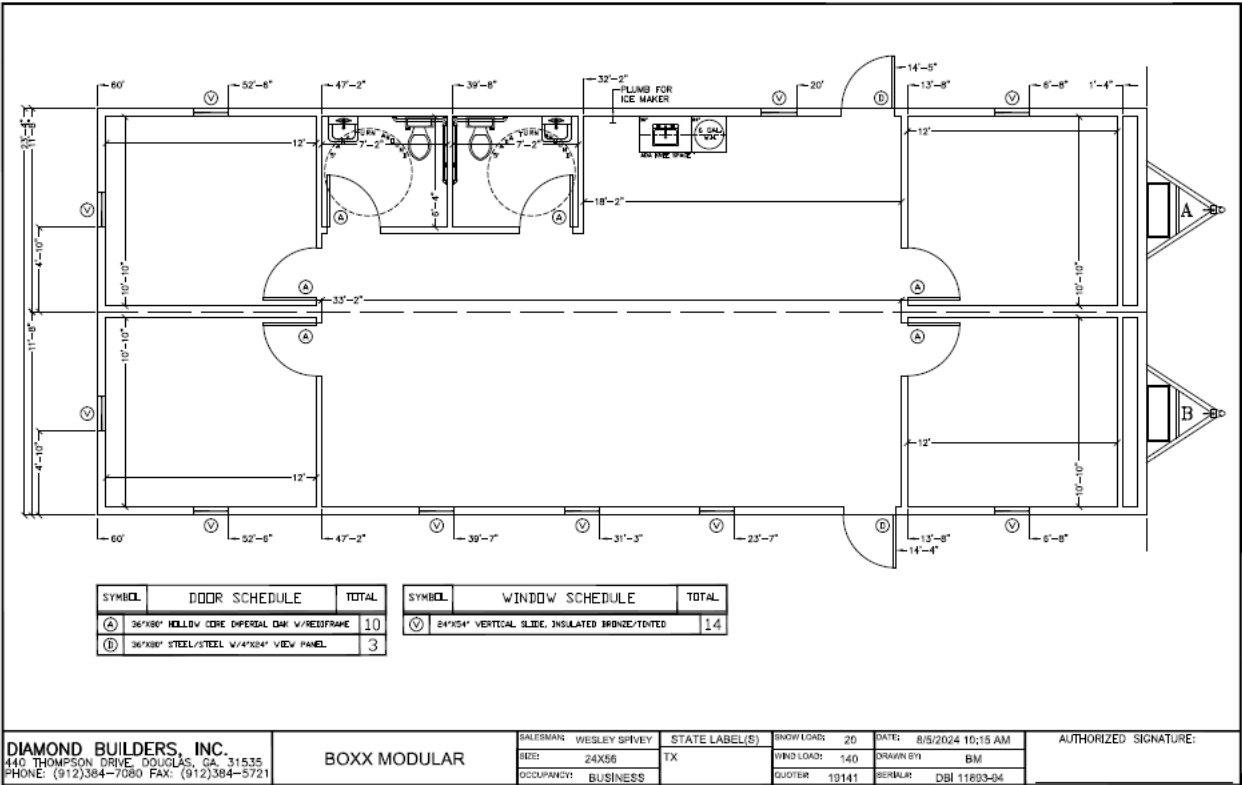
Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

Initials: _____

BOXX
MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

Floor Plan

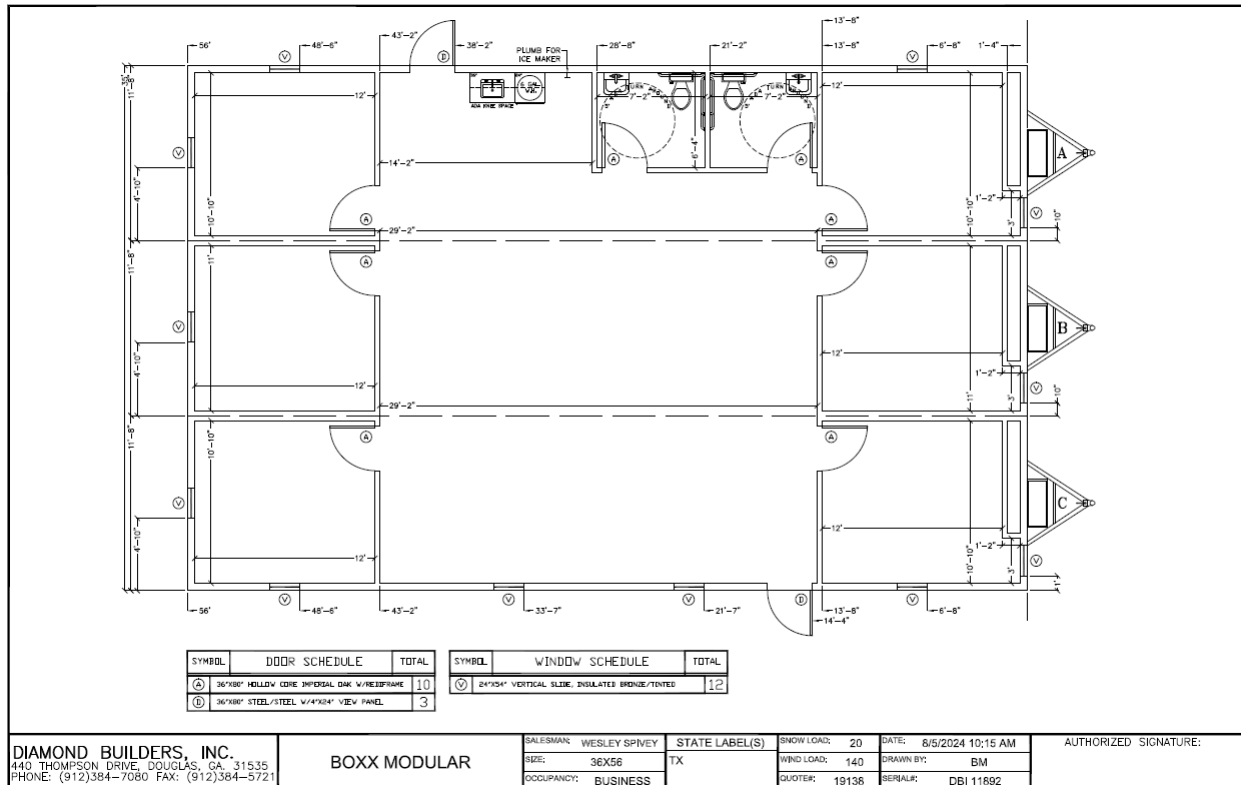


Initials: _____

Q-76210

Sept 12, 2024

Floor Plan

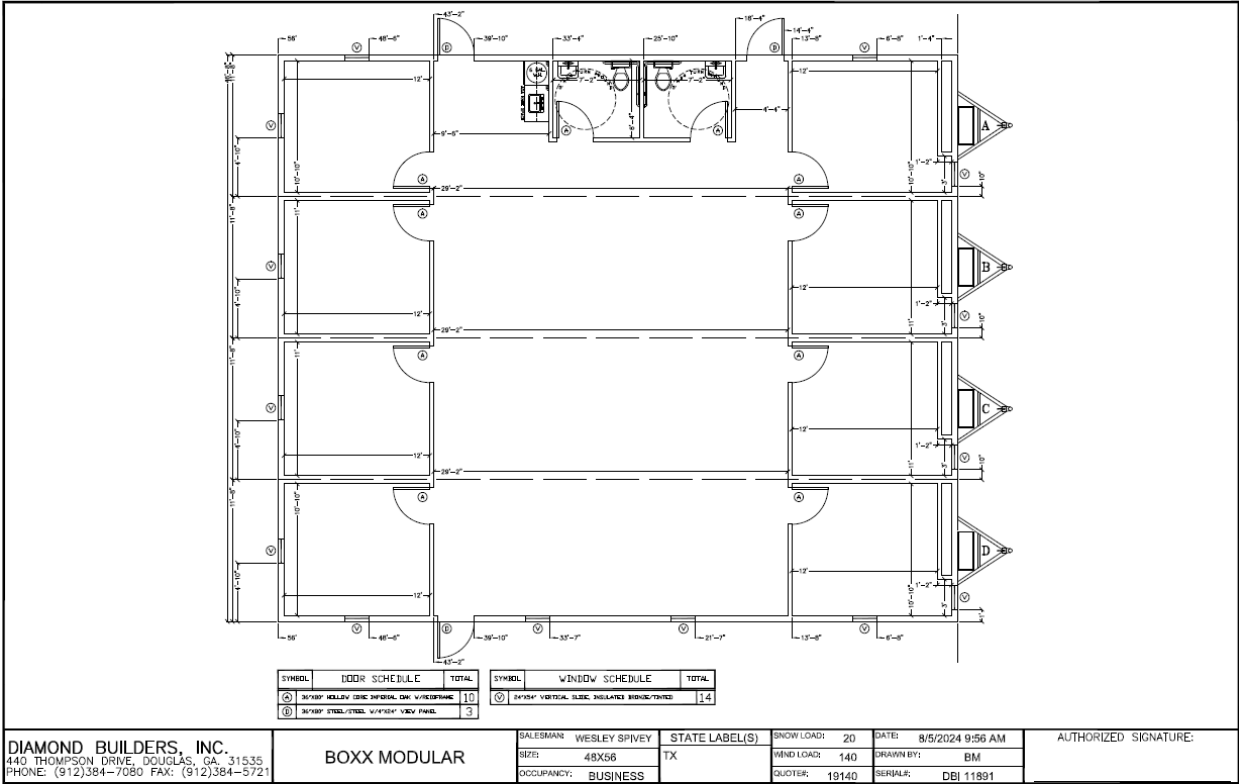


Initials: _____

Q-76210

Sept 12, 2024

Floor Plan



Initials: _____

Q-76210
Sept 12, 2024

modular project

Item 61.

Specifications

MODULAR BUILDING INFORMATION

Unit No(s).

NEW

Unit Size(s)

24 x 60

State(s) Coded

TX

Building Description

Modular Office

SPECIFICATIONS

See attached

Initials: _____

BOX
MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	24 x 60	TX	Modular Office

SPECIFICATIONS

See attached

Initials: _____

Initials: _____

Q-76210
Sept 12, 2024

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	24 x 60	TX	Modular Office

SPECIFICATIONS

See attached

Initials: _____

Initials: _____

Q-76210
Sept 12, 2024

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting		X	
		Portable Toilets		X	
		Temporary Water & Power		X	
	1502	Site Cleanup/Dumpster		X	
	1700	Closeout/Acceptance	X		
	1900	Miscellaneous			
		Taxes			X
		Prevailing Wage Scale (Davis-Bacon)	X		
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
DIVISION 2 : SITE WORK					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control		X	
	2660	Final Connection of Domestic Water To Building (including modular seam crossover piping in ceiling)		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		X	
	2900	Landscaping / Fine Grading			X
		Seeding			X
		Restoration			X
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations			X
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)			X
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood) NO PE STAMPED DRAWINGS PROVIDED BY CUSTOMER			X
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring	X		
	9680	Roll Goods vinyl flooring	X		

Initials: _____

Q-76210
Sept 12, 2024

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards			X
	10425	Signage/Braille			X
	10520	Fire Extinguishers			X
	10532	Awnings			X
	10800	Toilet Accessories			X
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Piers			X
		Dry-Stack Block piers On ABS Pads	X		
		Surface Bond Dry Stack			X
	13123	Set-up			
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Metal Skirting (Frame, Venting, Access Panel Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Canopies over landings/decks			X
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		X	
		Main Disconnect For Modular Building Connection		X	
		Supply and Install MDP		X	
	16610	Fire / Smoke Alarm Systems		X	
	16620	Security Intrusion System		X	
	16740	Clocks/Bells			X
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular		X	
		Tap & Extend Existing Data Service To Site		X	
		Final Connection of Data System in Modular		X	

Initials: _____

Q-76210
Sept 12, 2024

Terms & Exclusions

Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

X = Excluded	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security (unless otherwise stated)
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
X	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
X	23. Costs associated with easement(s)

Initials: _____

Q-76210
Sept12, 2024

Site Requirements	
X = Applicable	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 2,500 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
X	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

“Pricing is subject to change based on Site Inspection by BOXX for access and staging.”

This proposal is valid for 10 calendar days

TIMELINE

Estimated Completion

1-10 days

3-4 months

Milestone Description

Proposal acceptance, contract executed, deposit received

Buildings delivered, project substantially completed

SCHEDULE NOTES

Additional Information



BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!

Initials: _____

Q-76210
Sept 12, 2024

modular project

Item 61.

Proposal Acceptance

This proposal is valid for 10 calendar days due to rapid and unpredictable cost increases.

Pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions,
along with timely receipt of any contractually required down payment.

Waller County

Sept 12, 2024

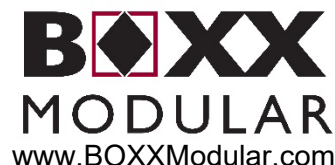
Signature

Print Name

Acceptance Date

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!



BOXX MODULAR

APPLICATION FOR CREDIT

A

Legal Name of Company/Organization _____

Street Address _____

Suite _____

City, State, ZIP _____

Phone _____

Fax _____

Email _____

DUNS # _____

Federal ID/Social Security Number _____

Company Owner's Name _____

B

☐ Sole Proprietorship☐ Corporation☐ S Corporation☐ LLC☐ Partnership☐ Non-profit☐ Other _____

State Registered: _____ Year: _____

C

State Sales/Use tax: Taxable ☐ Exempt ☐ (Exemption Certificate must be attached)PO Required? Yes ☐ No ☐ (If Yes, attach PO Terms and Conditions)

Billing information (if different from above)

Mailing address _____

Contact Name (Accounts Payable) _____

Suite/Box _____

Email (Accounts Payable) _____

City, State, ZIP _____

Phone (Accounts Payable) _____

D

Intended use for modular(s): _____ Property Owner Name: _____

Property Ownership: The project location is ☐ Leased / ☐ Rented ☐ Applicant Owned
 Landlord Waiver (if Leased / Rented): ☐ Need A Copy ☐ Executed & Attached

Property Address: _____

E

To help us process your credit approval more quickly please provide the following information with your application:

Financing Project w/bank? Yes ☐ No ☐ # of Employees: _____Has loan closed? Yes ☐ No ☐ N/A ☐ ACH Pmts: Yes ☐ No ☐

Bank Statements – Last 3 months

F

Bank References:

NOTE: **PHONE, FAX NUMBERS OR EMAILS ARE REQUIRED!**

Bank: Name: _____

Acct. #: _____

Tel: _____

Email/Fax: _____

Contact: _____

G

1. Notice: BOXX Modular Inc. (or any of its affiliates) may obtain credit information, in the form of credit reports or other, relating to the applicant, as the case may be upon processing the initial application, at the time of any renewal or extension of credit, or when deemed appropriate to evaluate the applicant's financial situation. In signing this application, the applicant, its directors, and officers, who did sign below declare and warrant that he/she/they is/are the age of majority and expressly consent to the collection, use, sharing and disclosure of its information by BOXX Modular Inc. (or any of its affiliates) for the above stated purposes.
2. BOXX Modular Inc. reserves the right, at any time, to withhold, cancel or modify credit privileges and terms, including the rate of interest at their discretion.

Authorization Signature: _____ Date: _____

Printed Title and Name: _____

*Credit cannot be granted without a signature acknowledging credit terms.

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Honorable Carbett "Trey" J. Duhon III

JUDGE, WALLER COUNTY

425 FM 1488, Suite 106

Hempstead, TX 77445

(979) 826-7700 – Telephone

(979) 826-2112 – Facsimile

Application for Permit to Promote a Mass Gathering in
Waller County, Texas under
Texas Health & Safety Code Chapter 751

At least 45 days prior to the planned mass gathering, the Application must be received and filed at the Waller County Clerk's Office, 425 FM 1488, Suite 112, Hempstead, Waller County, Texas 77445.

A **permit fee of \$300.00 (nonrefundable)** must be paid at the time of filing of the application. A minimum fee of **\$400.00 for health inspection** and a minimum fee of **\$100.00 for fire marshal inspection** must also be paid at the time of filing of the application. All fees are payable to Waller County only by cashier's check, certified check or money order. The Waller County Commissioners Court will consider requests to refund the foregoing fees for events sponsored by non-profit organizations.

A. Event Description**1. Promoter's Name:**Jimmy Morris**2. Promoter's Address and other Contact Information:**625 Elm St Prairie View
Tx 77445Telephone: 501-352-4195

Fax: _____

E-Mail: LLLJayC@yahoo.com

3. Name of Owner of the Property on which the Mass Gathering will be held ("Property Owner"):

Kevin Murrell

4. Property Owner's Address:

23377 FM-1098

5. Location of the Property where the Mass Gathering will be held:

23377 FM 1098 Hempstead Tx 77445

6. Description of the Property where the Mass Gathering will be held: (barn, open field, etc.)

Open field with gate around property

7. Date(s) of Mass Gathering:

8-30-2024

8. Time of Event:

9:00pm - 2:00 am

9. Maximum number of persons to be allowed to attend:

5,000

10. A hearing will be held no later than 10 days prior to the event and the promoter or the following representative of the Promoter will be available to attend, if necessary:

Name: Jimmy Morris

Contact Information:

Telephone: 501-352-4195

Fax: _____

E-Mail: LLL Jayc@yahoo.com

B. Event Financial and Contractual Obligations:

Attach the following documents:

1. A certified copy of the agreement between the promoter and the land owner.
2. A list of the name and address of each performer and of their agent who has agreed to appear at the mass gathering, including a description of the terms of the agreement.
3. Financial statement reflecting the funds being supplied to finance the mass gathering and each person supplying the funds.

C. Health & Sanitation Compliance:

Following the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site cleanup). A copy of this section is available from the Texas Secretary of State's website, at [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac).

1. Describe the steps taken to ensure that minimum standards of health and sanitation will be maintained during the gathering:

Will have a porta potty & Sanitation
Station

2. Describe the steps taken to ensure the physical health/safety of the persons attending:

Evaluate hazards + access points, monitor crowd capacity, Emergency Service Coordination, hire proper security personal, set up first aid station

3. Describe the preparations taken to provide adequate medical and nursing care:

We plan to have medical staff on standby for any medical emergencies.

D. Public Safety Compliance:

Following the minimum standards of the Texas Administrative Code, Title 37, Chapter 1, Subchapter L, Sections 1.161-1.169. A copy of these sections is available from the Texas Secretary of State's website, at [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac).

1. Describe how attendance will be limited to the maximum number stated in the event description above:

We plan to monitor the amount of tickets sold while also keeping an count of people coming through the entrance entrance

2. Describe the preparations you will take to provide traffic control:

We plan to make it known where the proper places to park are why also have security personnel directing

3. Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner:

Communication with all employees strict security measures crowd control & barricades & also follow & be in compliance with local authorities & guidelines

4. Describe the preparations you will take to supervise minors who may attend the mass gathering:

Minor in attendance will need adult supervision & we will have proper first aid

5. Identify the location on the grounds where the promoter or a representative will be available at all times during the event:

We will always have a rep by the entrance door & stage to be able to communicate & monitor

ACKNOWLEDGMENT**State of Texas**

§

County of Waller

§

§

I affirm that the information I have given in this document and its attachments are correct and I hereby set my hand on this the 12 day of July, 2024.


 Signature of Promoter

Jimmy Morris
 Printed Name of Promoter

Received by the Waller County Clerk on this the 12th day of July, 2024, together with the following:

- ✓ - \$300 Permit Fee
- ✓ - \$400 Health Inspection Fee
- ✓ - \$100 Fire Marshal Inspection Fee

By: Stephanie Compkins
 Debbie Hollan, Waller County Clerk

OFFICIAL RECEIPT

Item 62.



Debbie Hollan, County Clerk
Waller County Clerk's Office
836 Austin Street, Suite 217
Hempstead, TX 77445
979-826-7711

Payor
Jimmy Morris

Receipt No.
2024-001043

Transaction Date
07/12/2024

Description	Amount Paid
Miscellaneous Payment	
Mass Gathering Permit	800.00
Fire Marshal Fines and Fees	100.00
Health Code Inspection	400.00
Mass Gathering Application Fee (Non-Refundable)	300.00
SUBTOTAL	800.00

PAYMENT TOTAL **800.00**

Money Order (Ref #19-555118181 & 8182) Tendered	800.00
Total Tendered	800.00
Change	0.00

Mass Gathering Permit Application

07/12/2024
01:39 PM

Cashier MV
Station MV

Audit
1187924

OFFICIAL RECEIPT

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado

MONEY
ER™

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

Item 62.

19-5551

**Brookshire
Brothers**

(ISSUING AGENT)

A 629264 D 071224
T 1323 03
195551181811 L 000061

\$ 500.00

PAY EXACTLY

FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE
ORDER OF

Waller County Clerk

PAYMENT FOR/ACCT. #

625

Elm St

PURCHASER'S ADDRESS

Prairie view Tx

PURCHASER'S SIGNATURE

PURCHASER'S SIGNATURE
PURCHASER'S SIGNATURE YOU AGREE TO THE TERMS ON THE REVERSE SIDE

+1021004001 40195551181811

NOTICE Do not cash this Money Order for any person from whom you are not able to recover your payment. Should this item bear any unauthorized signature, be stolen, improperly completed, or altered, we will stop payment hereon or charge back against the account. For customer service, call 1-800-555-1234. Intended for domestic use only. Western Union Money Order and Design is a service mark of Western Union Holdings, Inc.

Item 62.

Warning - do not cash check without noting true watermark. Hold up to light to verify presence of watermark.

ENDORSE ABOVE THIS LINE

MP

SERVICE CHARGE

If this Money Order is not used or cashed (presented for payment) within 1 year (3 years for CA) of the purchase date, there will be a non-refundable Service Charge applied (where permitted by law). The Service Charge will be deducted from the amount shown on the Money Order. Subject to applicable law, the Service Charge is \$1.50 per month (exceptions - CT & PR: \$0; CA \$0.25; MD \$0.40; MN \$12 annually; NJ \$2; & TX \$1) applied from the purchase date (from 13th month for NJ), not to exceed \$126 or the maximum permitted by law.

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY
ER™

Item 62.

**Brookshire
Brothers**

(ISSUING AGENT)

A 629264 D 071224
T 1323 03
195551181820 L 000061

19-5551

\$ 300.00

PAY EXACTLY

THREE HUNDRED DOLLARS AND NO CENTS

PAY TO THE
ORDER OF

Waller County Clerk

PAYMENT FOR/ACCT. #

625 Elm St Prairie View Tx

PURCHASER'S ADDRESS

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING THIS AGREES TO THE TERMS ON THE REVERSE SIDE

⑆ 102100400⑆ 40195551181820⑈

NOTICE Do not cash this Money Order for any person from whom you are not able to recover your payment. Should this item bear any unauthorized signature, be stolen, improperly completed, or altered, we will stop payment hereon or charge back without responsibility. For customer service, call 1-800-551-1234. Intended for domestic use only. Western Union Money Order and Design is a service mark of Western Union Holdings, Inc.

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C S PREMIUM S C S PREMIUM S C S PREMIUM S C S PREMIUM S C S PREMIUM

ENDORSE ABOVE THIS LINE

MP

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