# NOTICE OF MEETING
# WALLER COUNTY, TEXAS
# AMENDED REGULAR SESSION

**Wednesday, April 16, 2025 at 9:00 AM**

**Waller County Joe Kuciemba Annex, Hempstead, Texas**

## AGENDA

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**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 approve disbursement of funds for State Quarterly Reports.

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

8. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.

9. Request by County Engineer to approve the Final Plat of Bluestem Section 7 and accept the Construction Bond in Precinct 3.

10. Request by County Engineer to approve the Final Plat of Roundtree Lane Phase 1 and accept the Construction Bond in Precinct 3.

11. Request by County Engineer to approve the Final Plat of Clay Road Street Dedication Section 1 and accept the Construction Bond in Precinct 4.

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

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

13. $2,271.76 for Invoice #2025-12 to Houston-Galveston Area Council (H-GAC) to be paid from line item 125-411-562300 [County Organizational Dues].

14. $2,000.69 for Invoice #53 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].

15. $1,175.00 for Invoice dated March 27, 2025 to Schmidt Funeral Home to be paid from line item 125-423-540705 [Transport to Morgue].

16. $15,600.00 for Invoice #1484 to Fort Bend Medical Examiner to be paid from line item 125-423-540702 [Autopsy].

17. $745.00 for Invoice #2586 dated April 4, 2025 to General Site Services to be paid from line item 326-527-540800 [Professional & Contracts].

18. $1,690.95 for Invoice #6152 to CompuCycle to be paid from line item 326-527-540800 [Professional & Contracts].

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

**PROCLAMATION**

20. Approve Proclamation recognizing April as Fair Housing Month in Waller County.

**ECONOMIC DEVELOPMENT**

21. Consent to the assignment of the tax abatement agreement between Waller County, Texas and Urban Twinwood, LP entered into on February 20, 2024, contract ID number 240220-20 (“Agreement”). The assignment is made between Urban Twinwood, LP and Brookview Lone Star, LLC. Urban Twinwood, LP owned the property subject to the Agreement at the time the Agreement was executed, and was the original tax abatement applicant. The property is located in the Twinwood Business Park, and is in Waller County Twinwood Business Park Reinvestment Zone 12, located south of Interstate 10 and west of Woods Road. The property was improved pursuant to the Agreement by the construction of an office, manufacturing, and warehouse facility of approximately 50,000 square feet at an estimated cost of approximately $4,000,000. Urban Twinwood, LP sold the property to Brookview Lone Star, LLC, and is requesting Waller County to consent to

the assignment of the Agreement from Uban Twinwood, LP to Brookview Lone Star, LLC. Brookview Lone Star, LLC is the current owner of the property.

22. **Public Hearing:** Conduct a public hearing concerning the designation of Waller County Vigavi Reinvestment Zone 15 pursuant to Texas Tax Code Chapter 312. The proposed reinvestment zone is comprised of approximately 36.202 acres of land in the H. & T.C.R.R. Co. Survey, Section 75, Abstract 155, in Waller County, Texas generally located west of Jordan Ranch Blvd, east of Woods Road, south of Kingsland Blvd, and north of the Waller and Fort Bend County line in Brookshire, Texas 77423, and consists of a portion of Unrestricted Reserve "B" of the Final Plat Of Jordan Ranch Waller County recorded under Instrument No. 2411747 of the Deed Records of Waller County, Texas, together with a portion of the 1352.43 acre tract described in Exhibit A of the deed recorded under Instrument No. 1501833 in the Deed Records of Waller County, Texas, together with all of the called 0.941 acre tract described as "Tract 1" in the deed recorded in Volume 901, Page 375 of the Deed Records of Waller County, Texas, together with a portion of the called 15.396 acre tract described as "Tract 2" in the deed recorded in Volume 901, Page 380 of the Deed Records of Waller County, Texas, along with all of the called 3.083 acre tract described in the deed recorded under Instrument No. 1508628 of the Deed Records of Waller County, Texas, and a portion of Jordan Road, also known as Jordan Field Road (a 70-foot wide private road). Interested persons may speak or present evidence for or against the designation.

23. Approve the order for the designation of Waller County Vigavi Reinvestment Zone 15.

24. Approve the Tax Abatement Agreement between Waller County, Texas and Woods Crossing Venture, LLC. Woods Crossing Venture, LLC is the property owner and the tax abatement applicant. The property is located in the reinvestment zone to be known as Waller County Vigavi Reinvestment Zone 15, the designation of which will be considered at the public hearing to be held by the Commissioners Court on April 16, 2025 prior to the approval of the Tax Abatement Agreement. If designated, Waller County Vigavi Reinvestment Zone 15 will be generally located west of Jordan Ranch Blvd., east of Woods Road, south of Kingsland Blvd, and north of the Waller and Fort Bend County Line in Brookshire, Texas 77423. Woods Crossing Venture, LLC will build on Reserve "A" of the Woods Crossing subdivision a "spec" building intended for general industrial use that is approximately 156,800 square feet. The estimated cost of the "spec" building is approximately $7,500,000.

25. Approve the Tax Abatement Agreement between Waller County, Texas and Woods Crossing Venture, LLC. Woods Crossing Venture, LLC is the property owner and the tax abatement applicant. The property is located in the reinvestment zone to be known as Waller County Vigavi Reinvestment Zone 15, the designation of which will be considered at the public hearing to be held by the Commissioners Court on April 16, 2025 prior to the approval of the Tax Abatement Agreement. If designated, Waller County Vigavi Reinvestment Zone 15 will be generally located west of Jordan Ranch Blvd., east of Woods Road, south of Kingsland Blvd, and north of the Waller and Fort Bend County Line in Brookshire, Texas 77423. Woods Crossing Venture, LLC will build on Reserve "C" of the Woods Crossing subdivision a "spec" building intended for general industrial use that is approximately 96,000 square feet. The estimated cost of the "spec" building is approximately $4,600,000.

**TAX ASSESSOR-COLLECTOR**

26. Presentation of Monthly Collection Report for March 2025.

**SHERIFF**

27. Approve payment of $22,782.55 to Utility for six (6) EOS body worn cameras and necessary accessories for law enforcement personnel. Funds to be paid from line item 125-516-581700[Equip].

28. Approve payment of $7,047.06 to Motorola for necessary accessories to repair/issue the Motorola APX 6000 series hand-held radios for law enforcement personnel. Funds to be paid from line item 125-516-581700[Equip]

**COUNTY ENGINEER**

29. Public Hearing: Partial Replat of Pederson West Business Park. The amendment will create two Restricted Reserves out of Restricted Reserve “B” by owners Yellow Guy, LLC and C-2 Pederson West.

30. Approve Final Partial Replat of Pederson West Business Park in Precinct 4.

31. Approve General Plan of Clear Creek Reserve in Precinct 2.

32. Approve a Variance Request to the Subdivision and Development Regulations regarding Minimum Street Requirements Appendix A - 4.3.5 Centerline radius 300’ instead of 650’ and 600’ radius on 2 designated local street curves for Marigold General Plan in Precinct 3 by Ripley Woodard.

33. Approve a Variance Request to the Subdivision and Development Regulations regarding Minimum Street Requirements Appendix A - 4.3.5 Centerline radius 300’ instead of 650’radius on 2 designated local street curves for Marigold General Plan in Precinct 2 by Ripley Woodard.

34. Approve agreement for professional engineering services with HR Green, Inc., for a total contract amount not to exceed $897,389.44 for the Mathis Road Mobility Bond Project in Precinct 2. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

35. Approve agreement for professional engineering services with Volkert, Inc., for a total contract amount not to exceed $683,750.91 for the Robichaux Road Mobility Bond Project in Precinct 1. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

36. Approve agreement for professional engineering services with KCI Technologies, Inc., for a total contract amount not to exceed $1,649,978.00 for the Morrison Road Mobility Bond Project in Precinct 3. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

**PROCUREMENT DIRECTOR**

37. Approve purchase of a vehicle for the Procurement Director from Lake Country Chevrolet, utilizing TIPS contract number 240901 in an amount not to exceed $39,810.25. Funds to be paid from line item 125-600-581400 [Vehicle].

**GRANT MANAGER**

38. Approve Contract Amendment #1 with H2O Partners, Inc. relative to the County's Multijurisdictional Hazard Mitigation Plan Update.

39. Ratify the Hazard Mitigation Grant Program application for funding to purchase a generator for the County Radio Tower

**TREASURER**

40. Approve the TAC HEBP Interim COBRA Administration Agreement.

41. Spread upon the minutes the 2024 TAC RMP Workers' Compensation Program Zero Lost Time Safety Award for no lost workdays during the 2024 coverage year.

**DIRECTOR OF FACILITIES**

42. Discuss and take action to approve payment of Application # 29 for $778,899.53 to SEDALCO to be paid from the following:

    $33,026.91 from line-item 604-604-545405 [Professional Services]

    $745,872.63 from line-item 604-604-581000 [Bldg Purch, Const, or Improv]

43. Approve payment of $924,330.21 for Application #13 to SEDALCO from line item 125-600-581620 [Justice Center Modulars].

44. Approve the following contract with American Fire Systems, Inc.: the Fire Alarm Service Agreement, Fire Sprinkler Service Agreement, and Inspection Agreement for various Waller County buildings as identified in each agreement, as well as the agreements for fire alarm monitoring services for the 506th District Courthouse, Waller County Community Center, Waller County Jail, Waller County Sheriff's Office, Waller County Precinct 4 Annex, and Waller County Joe Kuciemba Annex. Funds to be paid from line item 125-442-545400 [Contract Labor].

**MISCELLANEOUS**

45. Approve request by Pastor John Fitz-Chapman with Win Church to rent the Community Center on a continued basis during the evenings for every available Sunday in 2025.

46. Approve Agreement with Navasota Soil and Water Conservation District No. 440 and payment of $2,500.00 from line item 125-411-547330 [Soil & Water Conserv.] as allocated in the 2025 Budget.

47. 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 2025 Budget.

48. Approve nominations to the Lower Brazos Regional Flood Planning Group (LBRFPG) for the following Interest Categories:

    Environmental

    Agricultural

    Counties

    Electric Generating Utilites.

49. Approve payment of $2,080.00 for Invoice #6777 and $800.00 for Invoice #6778 for a total of $2,880.00 to The Randle Law Office. Funds to be paid from line item 125-411-540300[Legal].

50. Approve the use of professional services by Southwest Realty Consultants to obtain appraisals for the former Waller County Jail property and a property located at 715 8th Street, Hempstead, Texas. Upon invoice, funding to be paid from line item 125-600-581901 [Buildings].

51. Approve appointment of Judge Elton Mathis to the County Bail Bond Board as required by Section 1704.053.

52. Approve Order authorizing Cinco de Mayo firework sales.

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 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.

54. 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**

55. Consultation with District Attorney and outside counsel, including consultation with outside counsel regarding procurement and ethics compliance pursuant to Government Code Section 551.071.

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

57. 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.

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

59. 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 – APRIL 2, 2025

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**BE IT REMEMBERED** that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 2nd day of April 2025 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

## CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:05 a.m. with the following members of the Court present to-wit:

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

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

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

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

DRAFT

## PUBLIC COMMENT

1. Ross McCall, County Engineer – recognize National Autism Day

## 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 – March 19, 2025 Regular Session

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

4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers. *(no backup submitted)*

5. ~~Request by County Engineer to approve the Amending of Plat No. 3, for Houston Oaks Section 6 in Precinct 2~~. **Item WITHDRAWN.**

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

6. $500.00 for Invoice dated February 22, 2025 to Clay's Mortuary & Cremation from line item 125-423-540705 [Transport to Morgue].

7. $1,175.00 for Invoice dated March 13, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

8. $1,295.00 for Invoice dated February 18, 2025 to Magnolia Funeral Home from line item 125-423-540705 [Transport to Morgue].

9. $75,000.00 for Invoice #2611 to Waller County Economic Development from line item 125-411-547200 [Economic Development].

10. $23,780.00 for Invoice #H30913 to Dailey Electric, Inc. to be paid from line item 125-442-544700 [Repair & Replacement].

11. $1,832.00 for Invoice #BXHS34152259 to BOXX Modular to be paid from line item 605-605-545405 [Professional Services].

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

Motion to approve Consent Agenda with item #5 removed made by Commissioner Jones, seconded by Commissioner Beckendorff.
**Motion carried** by 5-0 vote.

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

***Advanced to Agenda Items #14-15***

14. Approve Proclamations recognizing Frederick V. Roberts, Jeremiah Thomas, Christian Rowland, and Dr. Brian Rowland, and declaring today, April 2, 2025 Boy Scouts of America Troop 1966 Day, in Waller County.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
(Judge Duhon read Proclamations)
**Motion carried** by 5-0 vote.

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

15. Approve Resolution recognizing April 13-19, 2025 as Public Safety Telecommunicators Week in Waller County.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
(Judge Duhon read Resolution)
**Motion carried** by 5-0 vote.

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

***Proceeded with Agenda Item #13***

DRAFT

## PROCLAMATION

13. Approve Proclamation recognizing April as Child Abuse Awareness and Prevention Month in Waller County.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
    (Judge Duhon read Proclamation)
    **Motion carried** by 5-0 vote.

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

14. *Court addressed Agenda Item #14 earlier in the meeting. (page 2)*

## RESOLUTION

15. *Court addressed Agenda Item #15 earlier in the meeting. (page 2)*

## PRESENTATION

16. **Presentation** by Heather Stautmeister with Family Ties. *No action required.*

17. Approve Agreement with Family Ties and payment of $15,000.00 as allocated in the 2025 Budget. Funds to be paid from line item 125-411-54731 [Family Ties].

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

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

## ECONOMIC DEVELOPMENT

18. Approve the Tax Abatement Agreement between Waller County, Texas, and Urban Twinwood, LP. Urban Twinwood, LP owns the land and the property that is subject to the tax abatement agreement, and is the applicant for the tax abatement agreement. The property is located at 2702 Twinwood Business Drive East, Brookshire, Texas in the Waller County Twinwood Business Park Reinvestment Zone 12, commonly referred to as Twinwood Commerce Center, and is generally located south of Twinwood Parkway, west of Woods Road, east of FM 359, and north of the Waller and Fort Bend County line. Urban Twinwood, LP will improve the land by building an approximately 43,000 square foot commercial facility at an estimated cost of approximately $3,000,000.00.

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

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

19. Approve the Tax Abatement Agreement between Waller County, Texas, and Urban Twinwood, LP. Urban Twinwood, LP owns the land and the property that is subject to the tax abatement agreement, and is the applicant for the tax abatement agreement. The property is located at 2392 Discovery Hills Parkway, Brookshire, Texas in the Waller County Twinwood Business Park Reinvestment Zone 12, commonly referred to as Twinwood Commerce Center, and is generally located south of Twinwood Parkway, west of Woods Road, east of FM 359, and north of the Waller and Fort Bend County line. Urban Twinwood, LP will improve the land by building an approximately 46,000 square foot commercial facility at an estimated cost of approximately $3,000,000.

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

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

## COUNTY ENGINEER

20. **Public Hearing:** Replat of West Magnolia Forest Subdivision, Section 1 Lot 51. The revision will be to partition Lot 51 into 3 Lots. These newly configured Lots would consist of Lot 51-A (13.668 acres), Lot 51-B (3.000 acres) and Lot 51-C (3.000 acres) by Danny Rhea Moore, Shelly Lynn Sharp, Lemm and Gail Holliday.

    **Public Hearing began at 10:26 a.m.**
    1. Gail Holliday 2. Danny Moore 3. Shelly Sharp 4. Jeanie Forehand
    **Public Hearing ended at 10:54 a.m.**

21. **Public Hearing:** on the adoption of proposed amendments to the Waller County 911 Addressing Regulations.

    **Public Hearing began at 10:54 a.m.**
    No public comments received.
    **Public Hearing ended at 11:01 a.m.**

22. Adopt the Waller County 911 Addressing Regulations as amended.

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

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

23. Approve payment of $102,071.72 for Invoice #2502505529 to LJA Engineering, Inc. for Professional Services rendered February 1, 2025 through February 28, 2025 (8th Invoice). Funds to be paid from line item 205-605-545405 [Prof. Services].

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

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

***Commissioner Smith stepped away from the meeting.***

24. Approve order to vacate, abandon, and close the portion of Diemer Road known as "Old Diemer Road" as part of the County's Diemer Road realignment project, and authorize the County Judge to execute same.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

***Commissioner Smith returned to meeting.***

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

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

*Court revisits and takes additional action on Agenda Item #24 after Executive Session. (page 9)*

25. Approve amendment to Maple Woods Development Agreement.

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

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

DRAFT

26. Approve Jasek Farms Development Agreement.

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

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

27. Approve agreement for professional engineering services with EHRA Engineering, for a total contract amount not to exceed ~~$3,222,477.70~~ **$3,253,082.70** for the Bartlett Road Mobility Bond Project in Precinct 4. Funds to be paid from line item 605-605-545405 [Mobility Professional Services].

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

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

28. Approve agreement for professional engineering services with RG Miller Engineers, Inc., for a total contract amount not to exceed $1,006,946.00 for the Neuman Road Mobility Bond Project in Precinct 4. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

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

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

29. Approve agreement for professional engineering services with Kimley Horn & Associates, Inc., for a total contract amount not to exceed $982,857.69 for the Double Culvert Road Mobility Bond Project in Precinct 1. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

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

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

30. Approve agreement for professional engineering services with Trilogy Engineering Services LLC, for a total contract amount not to exceed $728,384.25 for the Adams Flat Road Mobility Bond Project in Precinct 3. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

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

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

## IT DEPARTMENT

31. Approve contract and payment of $1,897.00 to Atron Solutions for relocation and upgrade of Internet Services from the Tax Office to the New Courthouse. Funds to be paid from line item 125-411-542502 [Internet Services].

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

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

DRAFT

**GRANT MANAGER**

32. Approve acceptance of $16,351.42 from the Texas Comptroller of Public Accounts pursuant to the 2025 Law Enforcement Officer Standards and Education (LEOSE) Fund Allocation-Sheriff's Office allocation.

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

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

33. Approve acceptance of $1,657.85 from the Texas Comptroller of Public Accounts pursuant to the 2025 Law Enforcement Officer Standards and Education (LEOSE) Fund Allocation-Fire Marshal's Office allocation.

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

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

34. Approve to authorize the County Judge to execute Amendment No.1 relative to GLO CDBG-MIT Contract No. 24-065-016-E173.

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

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

35. Approve ratification of contract with C&D Services, LLC dba General Site Services/GSS Dumpsters relative to services rendered for the March 29, 2025 HHW Collection Event. Payment of $750.00 to be paid from line item 320-527-540800 [Professional & Contracts].

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

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

36. Approve ratification of contract amendments with Clean Earth Environmental Solutions, Inc. relative to services rendered for the March 29, 2025 and April 26, 2025 HHW Collection Events.

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

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

37. Approve to authorize the County Grant Manager to submit to the Texas Department of Transportation a FY26 STEP Comprehensive Grant Program application.

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

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

38. Approve to authorize the County Grant Manager to submit to the Texas Department of Transportation a FY26 STEP CMV Grant Program application.

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

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

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## COUNTY JUDGE

39. Approve Official Bond and Oath for County Judge to serve as a Probate Judge.

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

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

## COMMISSIONER, PRECINCT 3

40. **Discussion** on adopting HWY 36A to be part of the Waller County Major Thoroughfare Plan. *No action required.*

***Commissioner Jones stepped away from meeting.***

## TREASURER

41. Approve new take home vehicles in various departments.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
**Motion carried** by 4-0 vote.

| | | | | | |
|---|---|---|---|---|---|
| *Judge Trey Duhon – Yes* | *Commissioner Amsler* | *– Yes* | *Commissioner Smith* | *– Yes* |
| | *Commissioner Jones* | *– Absent* | *Commissioner Beckendorff* | *– Yes* |

## MISCELLANEOUS

42. **Introduction** of Procurement Director Jaime Kollar. *No action required.*

***Commissioner Jones returned to meeting.***

43. Approve payment of $10,000.00 to Colorado Valley Transit for services rendered in 2024. Funds to be paid from line item 125-411-547320 [Colorado Valley Transit] as allocated in the 2024 Budget.

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

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

44. Approve 2025 Agreement between Colorado Valley Transit and Waller County and payment of $10,000.00 from line item 125-411-547320 [Colorado Valley Transit] as allocated in the 2025 Budget.

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

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

45. Approve the interlocal agreement between Waller County and Region 8 Education Service Center concerning participation in The Interlocal Purchasing System (TIPS) Program, a cooperative purchasing service under Texas Government Code Chapter 791.

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

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

DRAFT

46. Approve the re-appointment of Brian Cantrell as the Primary representative and Justin Beckendorff as the Alternate to the H-GAC Unified Area Coordination Committee.

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

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

***Advanced to Agenda Items #48-53***

48. 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.

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

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

49. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to 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 Beckendorff.
**Motion carried** by 5-0 vote.

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

## EXECUTIVE SESSION

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

51. 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.

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

**Court convened to Executive Session at 12:48 p.m.**
**Court reconvened from Executive Session at 1:40 p.m.**

Motion to reconsider Agenda Item #24 made by Commissioner Jones, seconded by Commissioner Beckendorff.
**Motion carried** by 5-0 vote.

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

24. Approve order to vacate, abandon, and close the portion of Diemer Road known as "Old Diemer Road" as part of the County's Diemer Road realignment project, and authorize the County Judge to execute same.

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

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

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***Court returned to Agenda Item #47***

47. Approve amendment to purchase contract for the CSTS building to allow for additional time for previous owner to store vehicles for a limited amount of time.

    Judge Duhon made a motion to approve an amendment to the purchase contract for CSTS building to allow for an additional two (2) weeks for previous owner to store vehicles for that time period, seconded by Commissioner Beckendorff.
    **Motion carried** by 5-0 vote.

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

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

## ADJOURN MEETING

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

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

Meeting was **ADJOURNED** at 1:45 p.m.

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

_____
Debbie Hollan
Waller County Clerk

**APPROVED this the 16th day of April 2025.**

_____
Commissioner Justin Beckendorff
Presiding Judge

DRAFT

Waller County, TX

# Payable Register

## Payable Detail by Vendor Name

Packet: APPKT02694 - 04/30/2025 RET INS

| Payable # / Payable Description | Payable Type / Bank Code | Post Date | Payable Date | Due Date | Discount Date / On Hold | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| **Vendor:** 18425 - AMWINS GROUP BENEFITS | | | | | | | | | **Vendor Total:** | **22,700.00** |
| May 2025 | Invoice | 5/1/2025 | 5/1/2025 | 5/1/2025 | 5/1/2025 | 22,700.00 | 0.00 | 0.00 | 0.00 | 22,700.00 |
| County Portion May 2025 | APBNK - APBNK | | | | No | | | | | |

**Items**

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|
| County Portion May 2025 | N/A | 0.00 | 0.00 | 22,700.00 | 0.00 | 0.00 | 0.00 | 22,700.00 |

**Distributions**

| Account Number | Account Name | Project Account Key | Amount | Percent |
|---|---|---|---|---|
| 125-685-520303 | Health Insurance | | 22,700.00 | 100.00% |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Vendor:** 07548 - TAC HEBP | | | | | | | | | **Vendor Total:** | **21,489.66** |
| May 2025 County | Invoice | 5/1/2025 | 5/1/2025 | 5/1/2025 | 5/1/2025 | 14,509.04 | 0.00 | 0.00 | 0.00 | 14,509.04 |
| BCBS Co Portion Ret Prem May 2025 | APBNK - APBNK | | | | No | | | | | |

**Items**

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|
| BCBS Co Portion Ret Prem May 2025 | N/A | 0.00 | 0.00 | 14,509.04 | 0.00 | 0.00 | 0.00 | 14,509.04 |

**Distributions**

| Account Number | Account Name | Project Account Key | Amount | Percent |
|---|---|---|---|---|
| 125-685-520303 | Health Insurance | | 14,509.04 | 100.00% |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| May 2025 Retiree | Invoice | 5/1/2025 | 5/1/2025 | 5/1/2025 | 5/1/2025 | 6,980.62 | 0.00 | 0.00 | 0.00 | 6,980.62 |
| BCBS Retiree Payment May 2025 | APBNK - APBNK | | | | No | | | | | |

**Items**

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|
| BCBS Retiree Payment May 2025 | N/A | 0.00 | 0.00 | 6,980.62 | 0.00 | 0.00 | 0.00 | 6,980.62 |

**Distributions**

| Account Number | Account Name | Project Account Key | Amount | Percent |
|---|---|---|---|---|
| 999-203-111200 | Medical Insurance | | 6,980.62 | 100.00% |

# Payable Summary

| Type | Count | Gross | Tax | Shipping | Discount | Total | Manual Payment | Balance |
|---|---|---|---|---|---|---|---|---|
| Invoice | 3 | 44,189.66 | 0.00 | 0.00 | 0.00 | 44,189.66 | 0.00 | 44,189.66 |
| | **Grand Total:** | **44,189.66** | **0.00** | **0.00** | **0.00** | **44,189.66** | **0.00** | **44,189.66** |

# Account Summary

| Account | Name | | Amount |
|---|---|---|---|
| 125-685-520303 | Health Insurance | | 37,209.04 |
| | | **Total:** | **37,209.04** |

| Account | Name | | Amount |
|---|---|---|---|
| 999-203-111200 | Medical Insurance | | 6,980.62 |
| | | **Total:** | **6,980.62** |

# Monthly Report of Joan Sargent, Waller County Treasurer

**MARCH 2025**

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

## AFFIDAVIT

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

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

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

Filing with accompanying vouchers this **16th day of April, 2025**

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, CIO, CCT
Waller County Treasurer

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

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

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)} $219,742,954.35 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

## MARCH 2025



| Fund | Beginning Balance | Total Received | Total Disbursed | Adjust-ments | Account Balances | TexPool Investments | TX Class Investments | Total Fund Balance |
|---|---|---|---|---|---|---|---|---|
| 101 Voter Reg/Chapter 19 | $6,016.41 | $3.33 | $0.00 | $0.00 | $6,019.74 | $0.00 | $0.00 | **$6,019.74** |
| 108 Elections | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $165,751.39 | $0.00 | **$165,751.39** |
| 110 Road & Bridge | $1,014,993.56 | $1,945,085.72 | $870,775.07 | $0.00 | $2,089,304.21 | $0.00 | $13,126,899.56 | **$15,216,203.77** |
| 111 Law Library | $5,244.67 | $4,130.64 | $8,219.67 | $0.00 | $1,155.64 | $274,935.65 | $0.00 | **$276,091.29** |
| 112 Title IV Juv. Justice | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $100,744.25 | $0.00 | **$100,744.25** |
| 113 DC Recs. Pres. | $171.96 | $139.08 | $311.04 | $0.00 | $0.00 | $27,884.37 | $0.00 | **$27,884.37** |
| 114 County RMPF | $6,358.98 | $3,971.40 | $9,139.72 | $0.00 | $1,190.66 | $156,533.09 | $0.00 | **$157,723.75** |
| 115 CC Recs. Pres. | $26,421.23 | $13,255.49 | $36,555.00 | $0.00 | $3,121.72 | $804,373.18 | $0.00 | **$807,494.90** |
| 116 CC Preservation | $433.81 | $246.03 | $623.81 | $0.00 | $56.03 | $37,758.42 | $0.00 | **$37,814.45** |
| 117 Courthouse Security | $8,245.08 | $5,388.28 | $0.00 | $0.00 | $13,633.36 | $260,678.09 | $0.00 | **$274,311.45** |
| 118 Graffiti | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $976.87 | $0.00 | **$976.87** |
| 119 JP Technology | $2,229.80 | $2,491.18 | $2,501.91 | $0.00 | $2,219.07 | $77,508.37 | $0.00 | **$79,727.44** |
| 120 DC/Child Abuse Prev | $11.43 | $3.39 | $14.82 | $0.00 | $0.00 | $1,787.29 | $0.00 | **$1,787.29** |
| 121 Family Protection | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,056.32 | $0.00 | **$42,056.32** |
| 122 Guardianship | $971.72 | $490.00 | $1,461.72 | $0.00 | $0.00 | $68,236.61 | $0.00 | **$68,236.61** |
| 123 Justice Crt. Sec. | $35.45 | $65.06 | $73.73 | $0.00 | $26.78 | $26,168.83 | $0.00 | **$26,195.61** |
| 124 CC-Technology | $111.29 | $25.41 | $136.70 | $0.00 | $0.00 | $9,041.09 | $0.00 | **$9,041.09** |
| 125 General | $3,355,524.75 | $6,834,637.06 | $4,085,049.59 | -$816.15 | $6,104,296.07 | $45,694,185.32 | $33,525,830.63 | **$85,324,312.02** |
| 126 DC-Technology | $21.29 | $19.18 | $40.47 | $0.00 | $0.00 | $4,564.73 | $0.00 | **$4,564.73** |
| 127 CC-RPD | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,570.38 | $0.00 | **$38,570.38** |
| 128 DC-RPD | $50.10 | $30.00 | $80.10 | $0.00 | $0.00 | $31,192.75 | $0.00 | **$31,192.75** |
| 129 DA Pretrial Div. Fee | $208.77 | $4,200.00 | $5,161.31 | $0.00 | -$752.54 | $96,777.78 | $0.00 | **$96,025.24** |
| 131 Juv. Case Manager | $1,717.31 | $141.93 | $0.00 | $0.00 | $1,859.24 | $0.00 | $0.00 | **$1,859.24** |
| 132 Fire Marshal Fund | $77,771.41 | $42.47 | $909.81 | $0.00 | $76,904.07 | $0.00 | $0.00 | **$76,904.07** |
| 135 Court Facility | $64,102.65 | $2,396.72 | $0.00 | $0.00 | $66,499.37 | $0.00 | $0.00 | **$66,499.37** |
| 137 Justice Crt. Support | $90,748.44 | $2,801.66 | $0.00 | $0.00 | $93,550.10 | $0.00 | $0.00 | **$93,550.10** |
| 181 Available School | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $762,586.21 | **$762,586.21** |
| 186 Ogg Trust | $20,195.86 | $11.16 | $0.00 | $0.00 | $20,207.02 | $0.00 | $0.00 | **$20,207.02** |
| 191 Narcotic Program | $10.69 | $0.00 | $0.00 | $0.00 | $10.69 | $0.00 | $0.00 | **$10.69** |
| 192 Federal Forfeiture | $0.00 | $16,848.08 | $0.00 | $0.00 | $16,848.08 | $134,837.07 | $0.00 | **$151,685.15** |
| 212 SCAAP-Federal Rev. | $106,950.73 | $19,529.00 | $4,296.38 | $0.00 | $122,183.35 | $0.00 | $0.00 | **$122,183.35** |
| 228 CJD-VOCA #4254701 | -$20,544.24 | $4,679.49 | $5,849.34 | $0.00 | -$21,714.09 | $0.00 | $0.00 | **-$21,714.09** |
| 234 STEP CMV-00029 | -$15,247.89 | $1,357.26 | $1,498.78 | $0.00 | -$15,389.41 | $0.00 | $0.00 | **-$15,389.41** |
| 235 STEP COMP-00094 | -$18,167.74 | $1,273.42 | $2,748.32 | $0.00 | -$19,642.64 | $0.00 | $0.00 | **-$19,642.64** |
| 241 ARPA Grant | $601,030.70 | $0.00 | $3,634.80 | $0.00 | $597,395.90 | $0.00 | $0.00 | **$597,395.90** |
| 244 LHMPP Grant | -$92,690.00 | $0.00 | $0.00 | $0.00 | -$92,690.00 | $0.00 | $0.00 | **-$92,690.00** |
| 245 CDBG-MIT Brookshire | $0.00 | $138,078.69 | $138,104.49 | $0.00 | -$25.80 | $0.00 | $0.00 | **-$25.80** |
| 246 CDBG-MIT Prairie View | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| 247 C4 Radio Grant #5005301 | -$4,826.02 | $4,826.02 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| 307 SAVNS Grant#1446517 | $0.00 | $4,642.83 | $4,642.83 | $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 | $90,627.28 | $52,140.00 | $31,921.40 | $0.00 | $110,845.88 | $0.00 | $0.00 | **$110,845.88** |
| 323 BAGP Grant #4824901 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| 324 SB22 Grant - DA | $225,599.44 | $114.01 | $19,260.38 | $0.00 | $206,453.07 | $0.00 | $0.00 | **$206,453.07** |
| 325 SB22 Grant - SO | $419,968.87 | $208.65 | $42,363.42 | $0.00 | $377,814.10 | $0.00 | $0.00 | **$377,814.10** |
| 413 SETH Grant | $50,000.00 | $0.00 | $0.00 | $0.00 | $50,000.00 | $0.00 | $0.00 | **$50,000.00** |
| 515 Debt Service | $0.00 | $1,091,422.84 | $1,091,422.84 | $0.00 | $0.00 | $0.00 | $1,821,598.42 | **$1,821,598.42** |
| 602 Tax Notes, Series 2020 | $929.13 | $0.51 | $0.00 | $0.00 | $929.64 | $0.00 | $0.00 | **$929.64** |
| 603 Tax Notes, Series 2022 | $661.34 | $0.37 | $0.00 | $0.00 | $661.71 | $0.00 | $0.00 | **$661.71** |
| 604 Co. Courthouse Project | $0.00 | $1,431,419.73 | $1,431,419.73 | $0.00 | $0.00 | $0.00 | $6,394,853.32 | **$6,394,853.32** |
| 605 Mobility Bond Series 2024 | $0.00 | $101,678.71 | $101,678.71 | $0.00 | $0.00 | $0.00 | $105,529,475.93 | **$105,529,475.93** |
| 999 Payroll | $540,945.54 | $2,641,682.44 | $2,652,477.14 | $0.00 | $530,150.84 | $0.00 | $0.00 | **$530,150.84** |
| **Totals** | **$6,566,833.80** | **$14,329,477.24** | **$10,552,373.03** | **-$816.15** | **$10,343,121.86** | **$48,054,561.85** | **$161,161,244.07** | **$219,558,927.78** |
| | | | | Plus Outstanding Checks | $260,678.17 | | | |
| | | | | **Treasurer's Bank Balance** | **$10,603,800.03** | | | |
| | | | | PB Statement Balance | $10,603,800.03 | | | |
| | | | | **Reconciled Bank Balance** | **$10,603,800.03** | | | |

# Monthly Report of Joan Sargent, Waller County Treasurer
## MARCH 2025



### Miscellaneous Accounts

| Fund | Beginning Balance | Total Received | Total Disbursed | Adjust-ments | Account Balances | TexPool Investments | TX Class Investments | Total Fund Balance |
|---|---|---|---|---|---|---|---|---|
| **188 Dismuke Estate** | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** | $74,766.17 | $0.00 | **$74,766.17** |
| | | | | Bank Statement Balance | $0.00 | | | |
| **189 Hospital Trust** | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** | $3,457.36 | $0.00 | **$3,457.36** |
| | | | | Bank Statement Balance | $0.00 | | | |
| **238 GLO Buyout/Acq Grant** | $76.02 | $14,210.50 | $13,913.06 | $0.00 | **$373.46** | $0.00 | $0.00 | **$373.46** |
| | | | | Add Outstanding Checks | $13,913.06 | | | |
| | | | | Bank Statement Balance | $14,286.52 | | | |
| **239 GLO Infrastructure Grant** | $786.47 | $0.50 | $0.00 | $0.00 | **$786.97** | $0.00 | $0.00 | **$786.97** |
| | | | | Add Outstanding Checks | $0.00 | | | |
| | | | | Bank Statement Balance | $786.97 | | | |
| **801 JP1 Report Acct** | $37,905.51 | $44,440.21 | $59,089.14 | $0.00 | **$23,256.58** | $0.00 | $0.00 | **$23,256.58** |
| | | | | Bank Statement Balance | $23,256.58 | | | |
| **802 JP2 Report Acct** | $9,038.81 | $32,797.18 | $27,778.30 | $0.00 | **$14,057.69** | $0.00 | $0.00 | **$14,057.69** |
| | | | | Bank Statement Balance | $14,057.69 | | | |
| **803 JP3 Report Acct** | $20,027.46 | $15,667.29 | $22,590.30 | $0.00 | **$13,104.45** | $0.00 | $0.00 | **$13,104.45** |
| | | | | Bank Statement Balance | $13,104.45 | | | |
| **804 JP4 Report Acct** | $13,557.95 | $53,331.36 | $62,844.67 | $0.00 | **$4,044.64** | $0.00 | $0.00 | **$4,044.64** |
| | | | | Bank Statement Balance | $4,044.64 | | | |
| **805 DC E-Filing** | $5,025.62 | $11,228.46 | $15,849.20 | $0.00 | **$404.88** | $0.00 | $0.00 | **$404.88** |
| | | | | Bank Statement Balance | $404.88 | | | |
| **807 CC Recording Fee** | $8,244.79 | $41,861.83 | $39,756.00 | $0.00 | **$10,350.62** | $0.00 | $0.00 | **$10,350.62** |
| | | | | Bank Statement Balance | $10,350.62 | | | |
| **808 CC Credit Card** | $1,346.54 | $13,348.67 | $10,756.00 | $0.00 | **$3,939.21** | $0.00 | $0.00 | **$3,939.21** |
| | | | | Bank Statement Balance | $3,939.21 | | | |
| **810 CC E-Filing** | $6,924.56 | $11,683.97 | $6,940.00 | $0.00 | **$11,668.53** | $0.00 | $0.00 | **$11,668.53** |
| | | | | Bank Statement Balance | $11,668.53 | | | |
| **811 DC Credit Card** | $3,066.72 | $12,093.34 | $13,643.96 | $0.00 | **$1,516.10** | $0.00 | $0.00 | **$1,516.10** |
| | | | | Bank Statement Balance | $1,516.10 | | | |
| **812 R&B Credit Card** | $9,026.92 | $89,978.22 | $87,121.50 | $0.00 | **$11,883.64** | $0.00 | $0.00 | **$11,883.64** |
| | | | | Bank Statement Balance | $11,883.64 | | | |
| **814 FM Credit Card** | $2,661.83 | $6,521.43 | $4,542.70 | $0.00 | **$4,640.56** | $0.00 | $0.00 | **$4,640.56** |
| | | | | Bank Statement Balance | $4,640.56 | | | |
| **815 Environmental Cr Card** | $2,800.46 | $11,347.00 | $9,860.00 | $0.00 | **$4,287.46** | $0.00 | $0.00 | **$4,287.46** |
| | | | | Bank Statement Balance | $4,287.46 | | | |
| **816 JP1 Efile** | $1,175.02 | $679.56 | $843.00 | $0.00 | **$1,011.58** | $0.00 | $0.00 | **$1,011.58** |
| | | | | Bank Statement Balance | $1,011.58 | | | |
| **817 JP2 Efile** | $33.11 | $650.06 | $550.00 | $0.00 | **$133.17** | $0.00 | $0.00 | **$133.17** |
| | | | | Bank Statement Balance | $133.17 | | | |
| **818 JP3 Efile** | $243.52 | $638.26 | $638.00 | $0.00 | **$243.78** | $0.00 | $0.00 | **$243.78** |
| | | | | Bank Statement Balance | $243.78 | | | |
| **819 JP4 Efile** | $379.31 | $2,105.35 | $2,385.00 | $0.00 | **$99.66** | $0.00 | $0.00 | **$99.66** |
| | | | | Bank Statement Balance | $99.66 | | | |
| **820 Treasurer Credit Card** | $0.06 | $1,888.49 | $1,888.49 | $0.00 | **$0.06** | $0.00 | $0.00 | **$0.06** |
| | | | | Bank Statement Balance | $0.06 | | | |

# WALLER COUNTY
# INVESTMENT PORTFOLIO FOR MONTH ENDING
# MARCH 2025

**ACTIVITY**

| FINANCIAL INSTRUMENT AND INVESTED FUND | PURCHASE PRICE | MTD YIELD | BEGINNING BALANCE | TRANSFERS | MTD INTEREST | ENDING BALANCE |
|---|---|---|---|---|---|---|
| **TEXAS CLASS INVESTMENTS** | | | | | | |
| 125-General | $33,399,719.10 | 4.4379% | $33,399,719.10 | $0.00 | $126,111.53 | $33,525,830.63 |
| 110-R&B | $13,077,521.11 | 4.4379% | $13,077,521.11 | $0.00 | $49,378.45 | $13,126,899.56 |
| 515-Debt Service | $726,635.21 | 4.4379% | $726,635.21 | $1,091,422.84 | $3,540.37 | $1,821,598.42 |
| 181-Permanent School | $759,717.65 | 4.4379% | $759,717.65 | $0.00 | $2,868.56 | $762,586.21 |
| 604-Co Courthouse Project | $7,797,874.54 | 4.4379% | $7,797,874.54 | ($1,431,419.73) | $28,398.51 | $6,394,853.32 |
| 605-Mobility Bond 2024 | $105,233,884.04 | 4.4379% | $105,233,884.04 | ($101,678.71) | $397,270.60 | $105,529,475.93 |
| **TEXPOOL INVESTMENTS** | | | | | | |
| 108-Elections | $165,143.43 | 4.3345% | $165,143.43 | $0.00 | $607.96 | $165,751.39 |
| 111-Law Library | $266,533.12 | 4.3345% | $266,533.12 | $7,416.02 | $986.51 | $274,935.65 |
| 112-Title IV Juvenile Justice | $100,374.72 | 4.3345% | $100,374.72 | $0.00 | $369.53 | $100,744.25 |
| 113-RPF District Clerk | $27,471.99 | 4.3345% | $27,471.99 | $311.04 | $101.34 | $27,884.37 |
| 114-County RMPF | $146,846.26 | 4.3345% | $146,846.26 | $9,139.72 | $547.11 | $156,533.09 |
| 115-RPF County Clerk | $764,975.88 | 4.3345% | $764,975.88 | $36,555.00 | $2,842.30 | $804,373.18 |
| 116-CC Preservation | $36,998.01 | 4.3345% | $36,998.01 | $623.81 | $136.60 | $37,758.42 |
| 117-Courthouse Security | $259,721.95 | 4.3345% | $259,721.95 | $0.00 | $956.14 | $260,678.09 |
| 118-Graffiti | $973.16 | 4.3345% | $973.16 | $0.00 | $3.71 | $976.87 |
| 119-JP Technology | $77,224.08 | 4.3345% | $77,224.08 | $0.00 | $284.29 | $77,508.37 |
| 120-DC Child Abuse Prev. | $1,765.96 | 4.3345% | $1,765.96 | $14.82 | $6.51 | $1,787.29 |
| 121-Family Protect Fee | $41,902.07 | 4.3345% | $41,902.07 | $0.00 | $154.25 | $42,056.32 |
| 122-Guardianship | $66,528.92 | 4.3345% | $66,528.92 | $1,461.72 | $245.97 | $68,236.61 |
| 123-Justice Court Security | $25,999.32 | 4.3345% | $25,999.32 | $73.73 | $95.78 | $26,168.83 |
| 124-CC Technology | $8,871.68 | 4.3345% | $8,871.68 | $136.70 | $32.71 | $9,041.09 |
| 125-General | $45,526,584.92 | 4.3345% | $45,526,584.92 | $0.00 | $167,600.40 | $45,694,185.32 |
| 126-DC Technology | $4,507.66 | 4.3345% | $4,507.66 | $40.47 | $16.60 | $4,564.73 |
| 127-CC RP Digitizing | $38,428.91 | 4.3345% | $38,428.91 | $0.00 | $141.47 | $38,570.38 |
| 128-DC RP Digitizing | $30,998.52 | 4.3345% | $30,998.52 | $80.10 | $114.13 | $31,192.75 |
| 129-DA Pretrial Diversion | $96,422.81 | 4.3345% | $96,422.81 | $0.00 | $354.97 | $96,777.78 |
| 188-Dismuke | $74,491.90 | 4.3345% | $74,491.90 | $0.00 | $274.27 | $74,766.17 |
| 189-Hospital | $3,444.65 | 4.3345% | $3,444.65 | $0.00 | $12.71 | $3,457.36 |
| 192-Federal Forfeiture | $134,342.51 | 4.3345% | $134,342.51 | $0.00 | $494.56 | $134,837.07 |
| **TOTALS** | **$208,895,904.08** | | **$208,895,904.08** | **($385,822.47)** | **$783,947.84** | **$209,294,029.45** |

**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 4.23%**
4. **THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: $209,294,029.45**
5. **PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: $76,838,736.86**
   **THIS AMOUNT WAS ADEQUATE TO SECURE ALL DEPOSITS AT PROSPERITY BANK.**
6. **TexPool Rated: AAAm by Standard & Poor's.**
7. **Texas CLASS Rated: AAAm by Standard & Poor's.**
8. **THIS REPORT IS PROVIDED ON A MONTHLY BASIS EXCEEDING THE PUBLIC FUNDS INVESTMENT ACT AND WALLER COUNTY INVESTMENT POLICY REQUIREMENTS TO KEEP THE COMMISSIONERS' COURT FULLY INFORMED.**

# WALLER COUNTY, TEXAS
## Summary of Debt

**Prepared by Alan Younts, Waller County Auditor**

### Total Capital Leases

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

### Total Bonds

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

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| QUILL CORPORATION | 04/18/23 | 3675 | $ 132.06 |
| SPARKLIGHT | 07/05/23 | 5416 | $ (322.29) |
| TURNER PIERCE AND FULTZ INC. | 08/01/23 | 6062 | $ 323.77 |
| VERIZON | 08/15/23 | 6470 | $ (37.99) |
| RICOH USA, INC. | 09/26/23 | 7478 | $ 260.24 |
| ENTEC PEST MANAGEMENT INC | 10/30/23 | 8234 | $ 250.00 |
| NAPA AUTO PARTS | 01/11/24 | 9982 | $ 170.88 |
| HOMETOWN HARDWARE | 01/22/24 | 10186 | $ 202.32 |
| NAPA AUTO PARTS | 01/26/24 | 10292 | $ 20.34 |
| BECKENDORFF, JUSTIN | 03/07/24 | 11503 | $ 203.05 |
| KING RANCH AG & TURF | 04/11/24 | 12554 | $ (16.00) |
| LIMITED SALES, EXCISE, AND USE TAX | 04/29/24 | 12916 | $ 196.40 |
| AT&T -CWO | 07/12/24 | 14793 | $ 47,228.98 |
| DR ADEEB ASSOCIATED | 09/25/24 | 16965 | $ 181.31 |
| DIRECT ENERGY BUSINESS,LLC | 10/17/24 | 17540 | $ 34.53 |
| OTIS ELEVATOR COMPANY | 10/18/24 | 17585 | $ 1,993.64 |
| WALLER COUNTY TAX ASSESSOR | 10/29/24 | 17900 | $ 67.50 |
| MATAGORDA CONSTRUCTION | 10/30/24 | 17913 | $ 174,935.11 |
| HOUSTON AREA POLICE CHIEFS ASSOCIATION | 11/18/24 | 18477 | $ 60.00 |
| CARRINGTON,PATRICE | 12/02/24 | 18727 | $ 300.00 |
| CARRINGTON,PATRICE | 12/02/24 | 18728 | $ 300.00 |
| TELOMACK CABLING SOLUTIONS | 12/04/24 | 18892 | $ 835.00 |
| TELOMACK CABLING SOLUTIONS | 12/04/24 | 18893 | $ 1,312.50 |
| GUINN & ASSOCIATES, PLLC | 12/16/24 | 19206 | $ 1,420.00 |
| INNOVATIVE COMMUNICATION SYSTEMS | 12/16/24 | 19218 | $ 365.00 |
| ODP BUSINESS SOLUTIONS, LLC | 01/02/25 | 19596 | $ (379.99) |
| XEROX CORPORATION | 01/02/25 | 19571 | $ 276.13 |
| XEROX CORPORATION | 01/02/25 | 19572 | $ 257.51 |
| XEROX CORPORATION | 01/02/25 | 19573 | $ 205.59 |
| BECKENDORFF, JUSTIN | 01/06/25 | 19695 | $ 52.34 |
| XEROX CORPORATION | 01/06/25 | 19692 | $ 224.82 |
| XEROX CORPORATION | 01/06/25 | 19693 | $ 298.95 |
| PAPE-DAWSON ENGINEERS | 01/09/25 | 19794 | $ 1,930.50 |
| PAPE-DAWSON ENGINEERS | 01/09/25 | 19796 | $ 4,752.00 |
| XEROX CORPORATION | 01/09/25 | 19776 | $ 168.36 |
| BILL'S EXPRESS LUBE | 01/16/25 | 20017 | $ 88.25 |
| PCN STRATEGIES | 01/16/25 | 20022 | $ 387.66 |
| TAE4-HYDP DISTRICT 9 | 01/16/25 | 20013 | $ 110.00 |
| TAE4-HYDP DISTRICT 9 | 01/16/25 | 20014 | $ 110.00 |
| TELOMACK CABLING SOLUTIONS | 01/28/25 | 20232 | $ 828.75 |
| INNOVATIVE COMMUNICATION SYSTEMS | 01/29/25 | 20266 | $ 1,517.00 |
| INNOVATIVE COMMUNICATION SYSTEMS | 01/29/25 | 20267 | $ 7,320.00 |
| GRIMCO | 01/30/25 | 20319 | $ 284.25 |
| STEPHENS & FLOWERS FUNERALS & CREMATIONS | 02/04/25 | 20457 | $ 550.00 |
| TELOMACK CABLING SOLUTIONS | 02/05/25 | 20508 | $ 657.50 |
| TELOMACK CABLING SOLUTIONS | 02/05/25 | 20509 | $ 1,067.50 |
| TELOMACK CABLING SOLUTIONS | 02/05/25 | 20510 | $ 2,263.10 |
| INNOVATIVE COMMUNICATION SYSTEMS | 02/06/25 | 20553 | $ 369.02 |
| LOWE'S | 02/07/25 | 20605 | $ 186.64 |
| KATY TIMES | 02/10/25 | 20618 | $ 110.25 |
| KATY TIMES | 02/10/25 | 20619 | $ 110.25 |
| KATY TIMES | 02/10/25 | 20620 | $ 110.25 |
| KATY TIMES | 02/10/25 | 20621 | $ 110.25 |
| QUADIENT FINANCE USA, INC. | 02/10/25 | 20661 | $ 150.00 |
| XEROX CORPORATION | 02/10/25 | 20652 | $ 208.89 |
| DIRECT ENERGY BUSINESS, LLC | 02/13/25 | 20822 | $ 34.53 |
| DIRECT ENERGY BUSINESS, LLC | 02/13/25 | 20823 | $ 31.97 |
| DIRECT ENERGY BUSINESS, LLC | 02/13/25 | 20824 | $ 23.83 |
| DIRECT ENERGY BUSINESS, LLC | 02/19/25 | 20841 | $ 23.44 |
| MOTOROLA SOLUTIONS, INC. | 02/19/25 | 20880 | $ 24,750.96 |
| MOTOROLA SOLUTIONS, INC. | 02/19/25 | 20881 | $ 18,493.44 |
| MT ZION CHRISTIAN METHODIST EPISCOPAL CHURCH | 02/19/25 | 20868 | $ 100.00 |
| PCN STRATEGIES | 02/19/25 | 20882 | $ 2,457.52 |
| PCN STRATEGIES | 02/19/25 | 20883 | $ 33,315.52 |
| PCN STRATEGIES | 02/19/25 | 20884 | $ 1,053.76 |
| PCN STRATEGIES | 02/19/25 | 20885 | $ 8,504.40 |
| PCN STRATEGIES | 02/19/25 | 20886 | $ 7,031.04 |
| ODP BUSINESS SOLUTIONS, LLC | 02/20/25 | 21048 | $ 2.88 |
| ODP BUSINESS SOLUTIONS, LLC | 02/20/25 | 21046 | $ 321.33 |
| MAGNOLIA FUNERAL HOME, INC. | 02/24/25 | 21068 | $ 1,295.00 |
| BOXX MODULAR INC. | 02/24/25 | 21094 | $ 1,832.00 |
| HOMETOWN HARDWARE | 02/25/25 | 21163 | $ 153.51 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| HOMETOWN HARDWARE | 02/25/25 | 21164 | $ 329.30 |
| HOMETOWN HARDWARE | 02/25/25 | 21172 | $ 6.59 |
| INNOVATIVE COMMUNICATION SYSTEMS | 02/25/25 | 21159 | $ 150.00 |
| INNOVATIVE COMMUNICATION SYSTEMS | 02/25/25 | 21160 | $ 350.00 |
| INNOVATIVE COMMUNICATION SYSTEMS | 02/25/25 | 21161 | $ 43.75 |
| LIBERTY TIRE RECYCLING, LLC | 02/25/25 | 21166 | $ 896.28 |
| MAGNOLIA FUNERAL HOME, INC. | 02/25/25 | 21162 | $ 1,295.00 |
| ONLY 1 RENTALS, LLC | 02/27/25 | 21243 | $ 5,192.69 |
| HOMETOWN HARDWARE | 02/28/25 | 21266 | $ 1.98 |
| HOMETOWN HARDWARE | 02/28/25 | 21267 | $ 351.83 |
| WAUKESHA-PEARCE INDUSTRIES, LLC | 02/28/25 | 21268 | $ 42,688.00 |
| WAUKESHA-PEARCE INDUSTRIES, LLC | 02/28/25 | 21269 | $ 60,106.00 |
| LJA ENGINEERING | 02/28/25 | 21272 | $ 98,655.74 |
| BROOKSHIRE HARDWARE | 03/03/25 | 21294 | $ 694.05 |
| AMAZON CAPITAL SERVICES | 03/03/25 | 21280 | $ 37.58 |
| COLLIER EQUINE VET SERVICE, PA | 03/03/25 | 21308 | $ 330.00 |
| INNOVATIVE COMMUNICATION SYSTEMS | 03/03/25 | 21283 | $ 5,941.56 |
| VERIZON | 03/03/25 | 21310 | $ 37.99 |
| RICOH USA, INC. | 03/03/25 | 21286 | $ 72.64 |
| KIMBALL MIDWEST | 03/03/25 | 21285 | $ 105.25 |
| RICOH USA, INC. | 03/03/25 | 21323 | $ 284.81 |
| VERIZON | 03/03/25 | 21309 | $ 5,085.36 |
| HOMETOWN HARDWARE | 03/05/25 | 21349 | $ 49.95 |
| ENTEC PEST MANAGEMENT | 03/05/25 | 21370 | $ 95.00 |
| ENTEC PEST MANAGEMENT, INC. | 03/05/25 | 21341 | $ 115.00 |
| HOMETOWN HARDWARE | 03/05/25 | 21326 | $ 11.35 |
| HOMETOWN HARDWARE | 03/05/25 | 21327 | $ 33.98 |
| HOMETOWN HARDWARE | 03/05/25 | 21328 | $ 72.77 |
| ODP BUSINESS SOLUTIONS, LLC | 03/05/25 | 21354 | $ 65.68 |
| ODP BUSINESS SOLUTIONS, LLC | 03/05/25 | 21358 | $ 41.42 |
| ODP BUSINESS SOLUTIONS, LLC | 03/05/25 | 21359 | $ 295.30 |
| WALLER COUNTY ECONOMIC DEV. | 03/05/25 | 21368 | $ 75,000.00 |
| THE RANDLE LAW OFFICE L.TD., L.L.P | 03/05/25 | 21337 | $ 120.00 |
| THE RANDLE LAW OFFICE L.TD., L.L.P | 03/05/25 | 21336 | $ 160.00 |
| THE RANDLE LAW OFFICE L.TD., L.L.P | 03/05/25 | 21334 | $ 200.00 |
| STEVENSON ENTERPRISES | 03/05/25 | 21340 | $ 239.85 |
| WE BRAND IT PROMOTIONS | 03/05/25 | 21339 | $ 296.00 |
| ODP BUSINESS SOLUTIONS, LLC | 03/05/25 | 21361 | $ 373.91 |
| REPUBLIC SERVICES #473 | 03/05/25 | 21331 | $ 385.92 |
| GRAINGER | 03/05/25 | 21345 | $ 480.96 |
| THE RANDLE LAW OFFICE L.TD., L.L.P | 03/05/25 | 21333 | $ 1,372.50 |
| THE RANDLE LAW OFFICE L.TD., L.L.P | 03/05/25 | 21335 | $ 2,482.00 |
| CITIBANK, N.A. | 03/10/25 | 21372 | $ 870.47 |
| HOMETOWN HARDWARE | 03/10/25 | 21458 | $ 253.24 |
| XEROX CORPORATION | 03/10/25 | 21394 | $ 224.07 |
| HOMETOWN HARDWARE | 03/10/25 | 21457 | $ 6.99 |
| THE HOME DEPOT | 03/10/25 | 21373 | $ 326.92 |
| XEROX CORPORATION | 03/10/25 | 21396 | $ 458.02 |
| GREAT SOUTHERN STABLIZED, LLC | 03/10/25 | 21451 | $ 564.22 |
| QUADIENT, INC. | 03/11/25 | 21513 | $ 236.60 |
| HOMETOWN HARDWARE | 03/11/25 | 21474 | $ 634.43 |
| HOMETOWN HARDWARE | 03/11/25 | 21475 | $ 139.99 |
| HOMETOWN HARDWARE | 03/11/25 | 21476 | $ 25.94 |
| QUADIENT, INC. | 03/11/25 | 21552 | $ 511.59 |
| LOCAL L.P GAS INC. | 03/11/25 | 21546 | $ 48.00 |
| TEXAS ASSOCIATION OF COUNTIES | 03/11/25 | 21541 | $ 70.00 |
| YOUTH OPPORTUNITY INVESTMENTS, LLC | 03/11/25 | 21493 | $ 73.12 |
| JK GRAPHICS, INC. | 03/11/25 | 21549 | $ 125.00 |
| QUADIENT FINANCE USA, INC. | 03/11/25 | 21527 | $ 150.00 |
| JK GRAPHICS, INC. | 03/11/25 | 21550 | $ 243.50 |
| CAVEMAN ARMS | 03/11/25 | 21515 | $ 360.00 |
| AMERICAN FIRE SYSTEMS INC. | 03/11/25 | 21539 | $ 395.00 |
| A & A GRAPHIC SUPPLY CORP | 03/11/25 | 21516 | $ 400.00 |
| AGUILAR, ALFONSO | 03/11/25 | 21551 | $ 800.00 |
| AMERICAN PATRIOT INDUSTRIES | 03/11/25 | 21536 | $ 1,111.60 |
| APPLE FORD MERCURY | 03/11/25 | 21537 | $ 1,327.91 |
| APPLE FORD MERCURY | 03/11/25 | 21538 | $ 1,327.91 |
| RAVEN MECHANICAL | 03/11/25 | 21540 | $ 1,410.40 |
| KING ARCHITECTURAL CONSULTING SERVICES PLLC | 03/11/25 | 21530 | $ 1,864.63 |
| AMERICAN PATRIOT INDUSTRIES | 03/11/25 | 21535 | $ 2,407.69 |
| KIMBALL MIDWEST | 03/11/25 | 21510 | $ 2,549.23 |
| TEXAS STAR TRANSPORT, LLC | 03/11/25 | 21507 | $ 2,904.83 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| AT&T MOBILITY-CC | 03/11/25 | 21528 | $ 2,942.48 |
| HEALING HEARTS PRESENTS REALITY PRODUCTIONS | 03/11/25 | 21519 | $ 3,000.00 |
| FORT BEND MEDICAL EXAMINER | 03/11/25 | 21542 | $ 5,200.00 |
| HEALING HEARTS PRESENTS REALITY PRODUCTIONS | 03/11/25 | 21520 | $ 5,675.00 |
| YOUTH OPPORTUNITY INVESTMENTS, LLC | 03/11/25 | 21494 | $ 8,265.88 |
| SMARSH INC. | 03/11/25 | 21503 | $ 38,116.32 |
| FORD, RUSSELL | 03/12/25 | 21556 | $ 860.56 |
| FAMILY TIES | 03/12/25 | 21587 | $ 15,000.00 |
| FORD, RUSSELL | 03/12/25 | 21558 | $ 102.20 |
| MARCH, MATTHEW | 03/12/25 | 21596 | $ 340.00 |
| ODP BUSINESS SOLUTIONS, LLC | 03/12/25 | 21560 | $ 131.86 |
| ODP BUSINESS SOLUTIONS, LLC | 03/12/25 | 21562 | $ 53.38 |
| ODP BUSINESS SOLUTIONS, LLC | 03/12/25 | 21563 | $ 17.69 |
| ODP BUSINESS SOLUTIONS, LLC | 03/12/25 | 21565 | $ 442.59 |
| QUIDDITY ENGINEERING, LLC | 03/12/25 | 21568 | $ 174,935.11 |
| ODP BUSINESS SOLUTIONS, LLC | 03/12/25 | 21566 | $ 6.64 |
| BILL'S TIRE COMPANY | 03/12/25 | 21584 | $ 136.00 |
| ODP BUSINESS SOLUTIONS, LLC | 03/12/25 | 21564 | $ 144.61 |
| MUSTANG CAT | 03/12/25 | 21602 | $ 322.93 |
| MUSTANG CAT | 03/12/25 | 21601 | $ 340.66 |
| O'BRIAN COUNSELING SERVICES, INC. | 03/12/25 | 21582 | $ 500.00 |
| SOUTHERN TIRE MART | 03/12/25 | 21580 | $ 760.76 |
| JARVIS TIRE AND WHEEL, LLC | 03/12/25 | 21581 | $ 942.44 |
| LONE STAR COUNSELING | 03/12/25 | 21583 | $ 990.00 |
| SOUTHERN TIRE MART | 03/12/25 | 21579 | $ 1,368.44 |
| TYLER TECHNOLOGIES, INC | 03/12/25 | 21585 | $ 3,456.00 |
| TYLER TECHNOLOGIES, INC | 03/12/25 | 21586 | $ 51,933.91 |
| LJA ENGINEERING | 03/13/25 | 21635 | $ 102,071.72 |
| TSAKIRIS FAMILY LIMITED PARTNERSHIP | 03/13/25 | 21649 | $ 160,320.00 |
| HOMETOWN HARDWARE | 03/13/25 | 21620 | $ 19.98 |
| QUILL CORPORATION | 03/13/25 | 21631 | $ 20.38 |
| QUILL CORPORATION | 03/13/25 | 21633 | $ 30.22 |
| O'REILLY AUTO PARTS | 03/13/25 | 21625 | $ 30.77 |
| WINSLOW, DEBBIE | 03/13/25 | 21638 | $ 31.50 |
| NAPA AUTO PARTS | 03/13/25 | 21616 | $ 42.99 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21650 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21651 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21652 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21653 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21654 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21655 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21657 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21658 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21659 | $ 45.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21660 | $ 45.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21674 | $ 45.00 |
| QUILL CORPORATION | 03/13/25 | 21629 | $ 48.03 |
| O'REILLY AUTO PARTS | 03/13/25 | 21679 | $ 53.97 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21672 | $ 57.50 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21677 | $ 57.50 |
| QUILL CORPORATION | 03/13/25 | 21627 | $ 58.10 |
| ALSCO | 03/13/25 | 21626 | $ 58.38 |
| QUILL CORPORATION | 03/13/25 | 21630 | $ 60.29 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21666 | $ 60.50 |
| BILL'S TIRE COMPANY | 03/13/25 | 21681 | $ 68.00 |
| BILL'S TIRE COMPANY | 03/13/25 | 21682 | $ 72.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21671 | $ 72.00 |
| QUILL CORPORATION | 03/13/25 | 21634 | $ 82.98 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21687 | $ 84.16 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21692 | $ 85.69 |
| BILL'S TIRE COMPANY | 03/13/25 | 21683 | $ 87.00 |
| BILL'S TIRE COMPANY | 03/13/25 | 21680 | $ 90.00 |
| COLLIER EQUINE VET SERVICE, PA | 03/13/25 | 21656 | $ 95.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21670 | $ 95.00 |
| QUILL CORPORATION | 03/13/25 | 21632 | $ 97.16 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21690 | $ 98.11 |
| SALAZAR, JOSE | 03/13/25 | 21636 | $ 100.00 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21686 | $ 102.68 |
| QUILL CORPORATION | 03/13/25 | 21628 | $ 104.36 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21685 | $ 106.76 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21689 | $ 106.76 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21691 | $ 106.76 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| NAPA AUTO PARTS | 03/13/25 | 21618 | $ 110.17 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21676 | $ 141.43 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21688 | $ 149.36 |
| LOW VOLTAGE SECURITY SOLUTIONS LLC | 03/13/25 | 21662 | $ 150.00 |
| LOW VOLTAGE SECURITY SOLUTIONS LLC | 03/13/25 | 21663 | $ 150.00 |
| LOW VOLTAGE SECURITY SOLUTIONS LLC | 03/13/25 | 21664 | $ 150.00 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21693 | $ 155.55 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21668 | $ 160.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21621 | $ 165.00 |
| O'REILLY AUTO PARTS | 03/13/25 | 21678 | $ 169.99 |
| DARR EQUIPMENT | 03/13/25 | 21645 | $ 172.75 |
| WOJSLAW, MICHAELA | 03/13/25 | 21639 | $ 175.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21665 | $ 225.00 |
| NAPA AUTO PARTS | 03/13/25 | 21617 | $ 244.12 |
| ASCO EQUIPMENT | 03/13/25 | 21646 | $ 250.36 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21684 | $ 271.65 |
| PINNACLE MEDICAL MANAGEMENT | 03/13/25 | 21648 | $ 280.00 |
| SPEEDTECH LIGHTS INC. | 03/13/25 | 21623 | $ 288.84 |
| TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC. | 03/13/25 | 21642 | $ 438.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21669 | $ 524.88 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21610 | $ 750.61 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21608 | $ 759.76 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21611 | $ 819.54 |
| SOUTHERN TIRE MART | 03/13/25 | 21622 | $ 824.32 |
| GREAT SOUTHERN STABILIZED, LLC | 03/13/25 | 21643 | $ 1,168.17 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21673 | $ 1,366.18 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21606 | $ 1,533.24 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21694 | $ 1,553.21 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/13/25 | 21675 | $ 1,631.87 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/13/25 | 21695 | $ 1,934.45 |
| ENVIROTECH SERVICES | 03/13/25 | 21640 | $ 2,140.00 |
| GREAT SOUTHERN STABILIZED, LLC | 03/13/25 | 21644 | $ 2,225.87 |
| R.B. EVERETT & CO. | 03/13/25 | 21624 | $ 2,328.00 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21615 | $ 2,982.00 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21607 | $ 2,994.81 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21614 | $ 2,998.76 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21609 | $ 3,009.14 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21604 | $ 3,012.81 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21605 | $ 3,050.01 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21603 | $ 3,098.50 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21613 | $ 3,231.18 |
| TEXAS STAR TRANSPORT, LLC | 03/13/25 | 21612 | $ 3,242.77 |
| WALLER COUNTY ASPHALT | 03/13/25 | 21647 | $ 9,521.60 |
| PETROLEUM TRADERS CORPORATION | 03/13/25 | 21641 | $ 18,555.82 |
| CHASTANG ENTERPRISES - HOUSTON, LLC | 03/13/25 | 21637 | $ 83,875.00 |
| CLAY'S MORTUARY & CREMATIONS | 03/14/25 | 21732 | $ 500.00 |
| PCN STRATEGIES | 03/14/25 | 21736 | $ 324.84 |
| SCPDC | 03/14/25 | 21721 | $ 843.54 |
| XEROX CORPORATION | 03/14/25 | 21716 | $ 283.61 |
| QUILL CORPORATION | 03/14/25 | 21713 | $ 18.39 |
| CIRRO ENERGY | 03/14/25 | 21729 | $ 38.70 |
| AMAZON CAPITAL SERVICES | 03/14/25 | 21734 | $ 56.24 |
| WALLER COUNTY CSCD | 03/14/25 | 21710 | $ 60.00 |
| QUILL CORPORATION | 03/14/25 | 21714 | $ 73.08 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21706 | $ 77.93 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21698 | $ 81.12 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21708 | $ 83.44 |
| XEROX CORPORATION | 03/14/25 | 21715 | $ 87.01 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21696 | $ 106.76 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21700 | $ 106.76 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21705 | $ 128.14 |
| STONESIDE VETERINARY HOSPITAL | 03/14/25 | 21724 | $ 149.00 |
| QUILL CORPORATION | 03/14/25 | 21712 | $ 150.29 |
| STONESIDE VETERINARY HOSPITAL | 03/14/25 | 21723 | $ 171.00 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21707 | $ 182.05 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21704 | $ 236.75 |
| XEROX CORPORATION | 03/14/25 | 21719 | $ 247.13 |
| XEROX CORPORATION | 03/14/25 | 21717 | $ 258.77 |
| QUILL CORPORATION | 03/14/25 | 21711 | $ 276.29 |
| RICHARDSON, LEE VAN JR | 03/14/25 | 21709 | $ 300.00 |
| XEROX CORPORATION | 03/14/25 | 21720 | $ 300.87 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21697 | $ 329.02 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| HAACK, ROWDY | 03/14/25 | 21727 | $ 350.00 |
| XEROX CORPORATION | 03/14/25 | 21718 | $ 401.11 |
| APPLE FORD MERCURY | 03/14/25 | 21730 | $ 406.34 |
| CYPRESS FLEET SERVICE | 03/14/25 | 21731 | $ 425.00 |
| BRADY INDUSTRIES | 03/14/25 | 21722 | $ 514.30 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21699 | $ 590.07 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21702 | $ 646.79 |
| MID-AMERICAN RESEARCH CHEMICAL | 03/14/25 | 21728 | $ 841.61 |
| ROCA CLEANING SERVICES | 03/14/25 | 21725 | $ 900.00 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21701 | $ 1,759.33 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/14/25 | 21703 | $ 2,489.03 |
| PERDUE, BRANDON, FIELDER, COLLINS, & MOTT LLP | 03/14/25 | 21726 | $ 2,620.00 |
| KYLE OFFICE PRODUCTS | 03/17/25 | 21766 | $ 302.50 |
| WALLER COUNTY ELECTRIC | 03/17/25 | 21767 | $ 1,162.87 |
| COLORADO VALLEY TRANSIT DISTRICT | 03/17/25 | 21743 | $ 10,000.00 |
| HOMETOWN HARDWARE | 03/17/25 | 21742 | $ 101.53 |
| HOMETOWN HARDWARE | 03/17/25 | 21753 | $ 327.82 |
| HOMETOWN HARDWARE | 03/17/25 | 21754 | $ 13.95 |
| ODP BUSINESS SOLUTIONS, LLC | 03/17/25 | 21765 | $ 310.23 |
| QUADIENT FINANCE USA, INC. | 03/17/25 | 21758 | $ 88.61 |
| SCHMIDT FUNERAL HOME | 03/17/25 | 21745 | $ 1,175.00 |
| WALLER COUNTY ASSESSOR | 03/17/25 | 21770 | $ 7.50 |
| ODP BUSINESS SOLUTIONS, LLC | 03/17/25 | 21760 | $ 10.49 |
| NAPA AUTO PARTS | 03/17/25 | 21783 | $ 17.56 |
| ODP BUSINESS SOLUTIONS, LLC | 03/17/25 | 21763 | $ 29.64 |
| NAPA AUTO PARTS | 03/17/25 | 21784 | $ 39.78 |
| KRENEK, TED | 03/17/25 | 21768 | $ 40.49 |
| KATY PRINTERS | 03/17/25 | 21747 | $ 49.50 |
| EDMONDS INSURANCE AGENCY | 03/17/25 | 21772 | $ 50.00 |
| NAPA AUTO PARTS | 03/17/25 | 21781 | $ 57.47 |
| KRENEK, TED | 03/17/25 | 21769 | $ 95.17 |
| NAPA AUTO PARTS | 03/17/25 | 21780 | $ 95.35 |
| LEXISNEXIS | 03/17/25 | 21744 | $ 117.25 |
| SPARKLIGHT | 03/17/25 | 21756 | $ 120.93 |
| NAPA AUTO PARTS | 03/17/25 | 21782 | $ 121.99 |
| KATY PRINTERS | 03/17/25 | 21746 | $ 123.70 |
| NAPA AUTO PARTS | 03/17/25 | 21786 | $ 147.56 |
| ODP BUSINESS SOLUTIONS, LLC | 03/17/25 | 21761 | $ 148.30 |
| ODP BUSINESS SOLUTIONS, LLC | 03/17/25 | 21762 | $ 222.99 |
| TRACK GROUP | 03/17/25 | 21752 | $ 231.00 |
| TEXAS ASSOCIATION OF COUNTIES | 03/17/25 | 21755 | $ 275.00 |
| NAPA AUTO PARTS | 03/17/25 | 21779 | $ 302.01 |
| EDMONDS INSURANCE AGENCY | 03/17/25 | 21773 | $ 350.00 |
| NAPA AUTO PARTS | 03/17/25 | 21785 | $ 354.80 |
| SPARKLIGHT | 03/17/25 | 21757 | $ 460.93 |
| BLUEBONNET HERB FARM | 03/17/25 | 21771 | $ 475.00 |
| TDCAA | 03/17/25 | 21741 | $ 500.00 |
| ODP BUSINESS SOLUTIONS, LLC | 03/17/25 | 21764 | $ 505.70 |
| WAUKESHA-PEARCE INDUSTRIES, LLC | 03/17/25 | 21775 | $ 556.29 |
| QUADIENT, INC. | 03/17/25 | 21759 | $ 644.97 |
| WAUKESHA-PEARCE INDUSTRIES, LLC | 03/17/25 | 21776 | $ 675.00 |
| MONTGOMERY COUNTY | 03/17/25 | 21751 | $ 1,300.00 |
| NEXT STEP COUNSELING AND EDUCATION CENTER | 03/17/25 | 21749 | $ 1,575.00 |
| NAPA AUTO PARTS | 03/17/25 | 21777 | $ 3,525.00 |
| YOUTH OPPORTUNITY INVESTMENTS, LLC | 03/17/25 | 21748 | $ 8,265.88 |
| HAYS COUNTY TREASURER | 03/17/25 | 21750 | $ 12,750.00 |
| ATRON SOLUTIONS, LLC | 03/17/25 | 21774 | $ 12,857.16 |
| NAPA AUTO PARTS | 03/17/25 | 21778 | $ 25,432.26 |
| RAINER, LAURIN | 03/20/25 | 21828 | $ 53.60 |
| WOOLSEY, KAREN | 03/20/25 | 21866 | $ 53.60 |
| AMAZON CAPITAL SERVICES | 03/20/25 | 21870 | $ 199.99 |
| AMAZON CAPITAL SERVICES | 03/20/25 | 21871 | $ 120.98 |
| GRAINGER | 03/20/25 | 21867 | $ 547.50 |
| GRAINGER | 03/20/25 | 21868 | $ 282.03 |
| GRAINGER | 03/20/25 | 21869 | $ 220.08 |
| HOMETOWN HARDWARE | 03/20/25 | 21810 | $ 153.22 |
| HOMETOWN HARDWARE | 03/20/25 | 21811 | $ 17.99 |
| HOMETOWN HARDWARE | 03/20/25 | 21812 | $ 98.94 |
| JARVIS TIRE AND WHEEL LLC | 03/20/25 | 21838 | $ 1,945.60 |
| JOHNSTONE SUPPLY | 03/20/25 | 21839 | $ 670.64 |
| PRECISION PRINTING | 03/20/25 | 21800 | $ 30.00 |
| WADE SPRINKLER SERVICES | 03/20/25 | 21835 | $ 1,764.75 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| WAUKESHA-PEARCE INDUSTRIES, LLC | 03/20/25 | 21864 | $ 556.29 |
| XEROX FINANCIAL SERVICES | 03/20/25 | 21814 | $ 240.00 |
| XEROX FINANCIAL SERVICES | 03/20/25 | 21815 | $ 240.00 |
| XEROX FINANCIAL SERVICES | 03/20/25 | 21816 | $ 179.00 |
| HOMETOWN HARDWARE | 03/20/25 | 21862 | $ 8.49 |
| O'REILLY AUTO PARTS | 03/20/25 | 21852 | $ 8.99 |
| ANGELO, VALERIE | 03/20/25 | 21874 | $ 12.95 |
| GRAVES, AZHANE | 03/20/25 | 21872 | $ 12.95 |
| C&G WHOLESALE | 03/20/25 | 21845 | $ 17.00 |
| PRECISION PRINTING | 03/20/25 | 21797 | $ 20.01 |
| O'REILLY AUTO PARTS | 03/20/25 | 21853 | $ 20.04 |
| PERFORMANCE TRUCK | 03/20/25 | 21831 | $ 23.62 |
| DIRECT ENERGY BUSINESS, LLC | 03/20/25 | 21813 | $ 25.46 |
| WALLER COUNTY FEED | 03/20/25 | 21876 | $ 35.97 |
| PRECISION PRINTING | 03/20/25 | 21798 | $ 37.10 |
| PRECISION PRINTING | 03/20/25 | 21796 | $ 37.58 |
| CASA FOR KIDS | 03/20/25 | 21820 | $ 40.00 |
| PERFORMANCE TRUCK | 03/20/25 | 21832 | $ 40.00 |
| WALLER COUNTY CHILD WELFARE CHARITY | 03/20/25 | 21821 | $ 40.00 |
| C&G WHOLESALE | 03/20/25 | 21842 | $ 44.94 |
| AMAZON CAPITAL SERVICES | 03/20/25 | 21861 | $ 48.32 |
| STEINHAUSER'S | 03/20/25 | 21877 | $ 49.99 |
| HENSLEY, DEAN | 03/20/25 | 21827 | $ 51.72 |
| C&G WHOLESALE | 03/20/25 | 21849 | $ 68.00 |
| SCY IMAGING INC. | 03/20/25 | 21878 | $ 75.00 |
| PRECISION PRINTING | 03/20/25 | 21795 | $ 113.34 |
| PRECISION PRINTING | 03/20/25 | 21799 | $ 117.44 |
| C&G WHOLESALE | 03/20/25 | 21846 | $ 119.94 |
| C&G WHOLESALE | 03/20/25 | 21848 | $ 119.94 |
| ALPHAGRAPHICS | 03/20/25 | 21823 | $ 151.50 |
| BRADY INDUSTRIES | 03/20/25 | 21879 | $ 159.05 |
| O'REILLY AUTO PARTS | 03/20/25 | 21854 | $ 179.05 |
| VERIZON | 03/20/25 | 21833 | $ 199.97 |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21790 | $ 217.00 |
| COP STOP | 03/20/25 | 21840 | $ 224.50 |
| ON YOUR WAY STORAGE | 03/20/25 | 21860 | $ 255.00 |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21793 | $ 258.79 |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21791 | $ 299.83 |
| LISTER, ALISA | 03/20/25 | 21851 | $ 315.00 |
| ALSCO | 03/20/25 | 21850 | $ 320.28 |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21792 | $ 329.47 |
| HOME 2 SUITES BY HILTON GALVESTON | 03/20/25 | 21873 | $ 365.70 |
| LOUDIN, JULIE | 03/20/25 | 21826 | $ 375.00 |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21788 | $ 387.33 |
| C&G WHOLESALE | 03/20/25 | 21844 | $ 420.00 |
| C&G WHOLESALE | 03/20/25 | 21847 | $ 433.74 |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21789 | $ 447.02 |
| DEPARTMENT OF INFORMATION RESOURCES | 03/20/25 | 21865 | $ 456.66 |
| CANON FINANCIAL SERVICES, INC. | 03/20/25 | 21834 | $ 461.91 |
| TDCAA | 03/20/25 | 21822 | $ 500.00 |
| GREAT SOUTHERN STABILIZED, LLC | 03/20/25 | 21819 | $ 553.77 |
| SPARKLIGHT | 03/20/25 | 21837 | $ 581.00 |
| NETPROTEC LLC | 03/20/25 | 21836 | $ 600.00 |
| RAMIREZ, ROBERTO | 03/20/25 | 21829 | $ 656.00 |
| EAG FORD NAVASOTA | 03/20/25 | 21856 | $ 833.79 |
| C&G WHOLESALE | 03/20/25 | 21843 | $ 860.32 |
| COP STOP | 03/20/25 | 21841 | $ 1,072.75 |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21787 | $ 1,186.74 |
| MOFFITT SERVICES | 03/20/25 | 21857 | $ 2,000.00 |
| MOFFITT SERVICES | 03/20/25 | 21858 | $ 2,000.00 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21807 | $ 2,246.33 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21802 | $ 2,301.54 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21803 | $ 2,322.28 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21805 | $ 2,432.99 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21808 | $ 2,988.09 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21804 | $ 3,046.96 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21806 | $ 3,195.79 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21809 | $ 3,210.44 |
| GREAT SOUTHERN STABILIZED, LLC | 03/20/25 | 21818 | $ 3,367.55 |
| 5M LEGACY PROPERTIES, LLC | 03/20/25 | 21817 | $ 3,575.00 |
| HALFF ASSOCIATES | 03/20/25 | 21859 | $ 4,300.34 |
| TRINITY SERVICES GROUP, INC. | 03/20/25 | 21875 | $ 5,081.23 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| SAN BERNARD ELECTRIC CO-OP | 03/20/25 | 21794 | $ 10,680.92 |
| EAG FORD NAVASOTA | 03/20/25 | 21855 | $ 30,125.85 |
| CIMLINE, INC. | 03/20/25 | 21830 | $ 131,035.00 |
| TEXAS STAR TRANSPORT, LLC | 03/20/25 | 21801 | $ 3,054.89 |
| HOMETOWN HARDWARE | 03/21/25 | 21880 | $ 100.33 |
| BILL'S TIRE COMPANY | 03/21/25 | 21896 | $ 19.50 |
| BILL'S TIRE COMPANY | 03/21/25 | 21897 | $ 19.50 |
| BILL'S TIRE COMPANY | 03/21/25 | 21898 | $ 24.50 |
| BILL'S TIRE COMPANY | 03/21/25 | 21893 | $ 25.00 |
| BILL'S TIRE COMPANY | 03/21/25 | 21892 | $ 68.00 |
| BILL'S TIRE COMPANY | 03/21/25 | 21894 | $ 68.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/21/25 | 21886 | $ 72.00 |
| O'REILLY AUTO PARTS | 03/21/25 | 21891 | $ 185.00 |
| BILL'S TIRE COMPANY | 03/21/25 | 21895 | $ 236.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/21/25 | 21885 | $ 422.46 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/21/25 | 21881 | $ 440.89 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/21/25 | 21883 | $ 458.52 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/21/25 | 21884 | $ 466.58 |
| XPERNET SERVICES | 03/21/25 | 21887 | $ 714.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/21/25 | 21882 | $ 1,356.87 |
| XPERNET SERVICES | 03/21/25 | 21889 | $ 4,600.00 |
| XPERNET SERVICES | 03/21/25 | 21890 | $ 5,655.00 |
| XPERNET SERVICES | 03/21/25 | 21888 | $ 23,890.00 |
| HARDY, CHARLESTON | 03/24/25 | 21930 | $ 40.49 |
| AMAZON CAPITAL SERVICES | 03/24/25 | 21906 | $ 176.09 |
| BLUEBONNET HERB FARM | 03/24/25 | 21905 | $ 710.00 |
| BOXX MODULAR INC. | 03/24/25 | 21901 | $ 1,832.00 |
| DAILEY ELECTRIC, INC | 03/24/25 | 21902 | $ 23,780.00 |
| ENTERPRISE FM TRUST | 03/24/25 | 21945 | $ 93,258.52 |
| FEDEX | 03/24/25 | 21976 | $ 11.76 |
| HARRIS COUNTY RADIO SERVICES | 03/24/25 | 21971 | $ 45.00 |
| HOMETOWN HARDWARE | 03/24/25 | 21958 | $ 75.71 |
| HOMETOWN HARDWARE | 03/24/25 | 21959 | $ 3.98 |
| JOHNSTONE SUPPLY | 03/24/25 | 21947 | $ 866.87 |
| JOHNSTONE SUPPLY | 03/24/25 | 21975 | $ 617.78 |
| KIMBALL MIDWEST | 03/24/25 | 21939 | $ 165.43 |
| LJA ENGINEERING | 03/24/25 | 21936 | $ 28,125.00 |
| LJA ENGINEERING | 03/24/25 | 21937 | $ 50,407.50 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21948 | $ 187.14 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21949 | $ 18.21 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21950 | $ 111.49 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21951 | $ 196.99 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21952 | $ 58.79 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21953 | $ 170.88 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21955 | $ 123.43 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21957 | $ 382.49 |
| PAPE-DAWSON ENGINEERS | 03/24/25 | 21935 | $ 445.50 |
| PITNEY BOWES INC. | 03/24/25 | 21973 | $ 156.75 |
| RICOH USA INC. | 03/24/25 | 21972 | $ 130.12 |
| SCPDC | 03/24/25 | 21946 | $ 2,613.90 |
| WALLER COUNTY ELECTRIC | 03/24/25 | 21938 | $ 267.00 |
| WITTENBURG PRINTING | 03/24/25 | 21917 | $ 318.86 |
| WITTENBURG PRINTING | 03/24/25 | 21918 | $ 195.96 |
| XEROX CORPORATION | 03/24/25 | 21945 | $ 238.47 |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21954 | $ (124.68) |
| ODP BUSINESS SOLUTIONS, LLC | 03/24/25 | 21956 | $ (10.49) |
| HARDY, CHARLESTON | 03/24/25 | 21929 | $ 7.50 |
| ANGELO,VALERIE | 03/24/25 | 21932 | $ 24.35 |
| PINEDA, MOISES | 03/24/25 | 21933 | $ 24.35 |
| FRANK, MICHAEL | 03/24/25 | 21934 | $ 40.49 |
| ANTHONY, DELISHIA | 03/24/25 | 21931 | $ 40.58 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21914 | $ 41.84 |
| PIERCE, CHERYL | 03/24/25 | 21903 | $ 54.60 |
| EDMONDS INSURANCE AGENCY | 03/24/25 | 21920 | $ 71.00 |
| STEINHAUSER'S | 03/24/25 | 21943 | $ 73.29 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21908 | $ 84.21 |
| WALLER COUNTY FEED | 03/24/25 | 21942 | $ 131.16 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21907 | $ 153.91 |
| XEROX CORPORATION | 03/24/25 | 21921 | $ 178.54 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21961 | $ 180.00 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21962 | $ 180.00 |
| JJAT - JUVENILE JUSTICE ASSOCIATION OF TX | 03/24/25 | 21924 | $ 185.00 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| JJAT - JUVENILE JUSTICE ASSOCIATION OF TX | 03/24/25 | 21927 | $ 185.00 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21966 | $ 195.00 |
| NARTEC, INC | 03/24/25 | 21940 | $ 199.07 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21912 | $ 212.82 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21967 | $ 220.00 |
| NAPA AUTO PARTS | 03/24/25 | 21916 | $ 229.98 |
| SAM HOUSTON STATE UNIVERSITY | 03/24/25 | 21923 | $ 230.00 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21911 | $ 242.61 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21960 | $ 300.00 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21963 | $ 330.00 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21964 | $ 330.00 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21965 | $ 330.00 |
| RECOVERY MONITORING SOLUTIONS | 03/24/25 | 21968 | $ 330.00 |
| COURTYARD SAN MARCOS | 03/24/25 | 21925 | $ 379.50 |
| COURTYARD SAN MARCOS | 03/24/25 | 21926 | $ 379.50 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21909 | $ 399.67 |
| SAN BERNARD ELECTRIC CO-OP | 03/24/25 | 21974 | $ 455.63 |
| SOUTHERN TIRE MART | 03/24/25 | 21970 | $ 512.84 |
| SOUTHERN TIRE MART | 03/24/25 | 21969 | $ 579.04 |
| ANTHONY, DELISHIA | 03/24/25 | 21928 | $ 618.69 |
| FOURRIER FAMILY DENTISTRY | 03/24/25 | 21944 | $ 622.00 |
| VERIZON | 03/24/25 | 21978 | $ 648.07 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21915 | $ 1,317.18 |
| KATY PRINTERS | 03/24/25 | 21904 | $ 1,752.50 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21913 | $ 1,754.34 |
| SIRCHIE ACQUISITION COMPANY, LLC | 03/24/25 | 21941 | $ 1,917.49 |
| VRF SERVICES OF TEXAS | 03/24/25 | 21900 | $ 2,000.00 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 03/24/25 | 21910 | $ 2,452.32 |
| SOUTHERN TIRE MART | 03/24/25 | 21979 | $ 2,991.92 |
| VOTEC | 03/24/25 | 21977 | $ 31,022.28 |
| DELL MARKETING L.P | 03/24/25 | 21919 | $ 57,963.40 |
| WREM LITERACY GROUP | 03/24/25 | 21922 | $ 185.00 |
| DIRECTV | 03/26/25 | 21980 | $ 222.35 |
| ALSCO | 03/26/25 | 22057 | $ 320.28 |
| ALSCO | 03/26/25 | 22058 | $ 320.28 |
| AMERICAN PATRIOT INDUSTRIES | 03/26/25 | 21984 | $ 976.55 |
| ASCO EQUIPMENT | 03/26/25 | 22045 | $ 527.42 |
| BIG TEX TRAILER WORLD, INC. | 03/26/25 | 22049 | $ 414.00 |
| BRADY INDUSTRIES | 03/26/25 | 21992 | $ 277.40 |
| BRADY INDUSTRIES | 03/26/25 | 22035 | $ 1,823.01 |
| BULLARD, REGAN | 03/26/25 | 22005 | $ 3,500.00 |
| CINTAS | 03/26/25 | 22052 | $ 17.53 |
| CLEVELAND ASPHALT PRODUCTS INC. | 03/26/25 | 22050 | $ 13,131.17 |
| COMPUCYCLE | 03/26/25 | 21985 | $ 1,507.60 |
| DOCUMENT LOGISTIX LLC | 03/26/25 | 22061 | $ 540.00 |
| DOGGETT HEAVY MACHINERY SERVICES | 03/26/25 | 22043 | $ 634.96 |
| DOGGETT HEAVY MACHINERY SERVICES | 03/26/25 | 22044 | $ 3,642.45 |
| EDMONDS INSURANCE AGENCY | 03/26/25 | 22062 | $ 38.38 |
| GEMINI SAFETY & INDUSTRIAL SUPPLY | 03/26/25 | 22038 | $ 552.12 |
| GRAINGER | 03/26/25 | 21997 | $ 2,500.08 |
| GREAT SOUTHERN STABILIZED, LLC | 03/26/25 | 22053 | $ 1,061.18 |
| GREAT SOUTHERN STABILIZED, LLC | 03/26/25 | 22054 | $ 1,153.18 |
| GREAT SOUTHERN STABILIZED, LLC | 03/26/25 | 22055 | $ 1,136.11 |
| HOMETOWN HARDWARE | 03/26/25 | 21981 | $ 66.02 |
| HOMETOWN HARDWARE | 03/26/25 | 21986 | $ 23.99 |
| HOMETOWN HARDWARE | 03/26/25 | 21999 | $ 76.00 |
| HOMETOWN HARDWARE | 03/26/25 | 22000 | $ 37.99 |
| HOMETOWN HARDWARE | 03/26/25 | 22001 | $ 238.99 |
| HOMETOWN HARDWARE | 03/26/25 | 22036 | $ 104.97 |
| HOMETOWN HARDWARE | 03/26/25 | 22051 | $ 41.99 |
| HOMETOWN HARDWARE | 03/26/25 | 22063 | $ 49.98 |
| HOMETOWN HARDWARE | 03/26/25 | 22064 | $ 77.94 |
| IEA,INC | 03/26/25 | 22056 | $ 104,252.59 |
| JK GRAPHICS, INC. | 03/26/25 | 21996 | $ 239.00 |
| KIMBALL MIDWEST | 03/26/25 | 22047 | $ 1,078.29 |
| MOBILE WIRELESS LLC | 03/26/25 | 22059 | $ 2,156.25 |
| NAPA AUTO PARTS | 03/26/25 | 22029 | $ 594.99 |
| NAPA AUTO PARTS | 03/26/25 | 22030 | $ 86.94 |
| NORTHERN SAFETY CO., INC. | 03/26/25 | 22042 | $ 176.44 |
| PINNACLE MEDICAL MANAGEMENT | 03/26/25 | 22048 | $ 455.00 |
| QUILL CORPORATION | 03/26/25 | 21983 | $ 17.84 |
| QUILL CORPORATION | 03/26/25 | 22034 | $ (155.00) |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| QUILL CORPORATION | 03/26/25 | 22039 | $ 26.99 |
| QUILL CORPORATION | 03/26/25 | 22040 | $ 175.48 |
| QUILL CORPORATION | 03/26/25 | 22041 | $ 7.89 |
| ROMCO EQUIPMENT COMPANY LLC | 03/26/25 | 22046 | $ 3,207.25 |
| STEINHAUSER'S | 03/26/25 | 21993 | $ 66.92 |
| TEXAS PATCHER,LLC | 03/26/25 | 22037 | $ 1,147.00 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22007 | $ 3,212.25 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22008 | $ 3,228.74 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22009 | $ 2,994.18 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22010 | $ 1,566.49 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22011 | $ 3,022.25 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22012 | $ 2,397.61 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22013 | $ 2,289.94 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22014 | $ 2,399.44 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22015 | $ 2,229.85 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22016 | $ 2,370.77 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22017 | $ 3,095.77 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22018 | $ 811.00 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22019 | $ 3,012.47 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22020 | $ 824.42 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22021 | $ 3,211.66 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22022 | $ 3,076.84 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22023 | $ 3,026.82 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22024 | $ 1,571.36 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22025 | $ 3,059.46 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22026 | $ 3,002.41 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22027 | $ 3,190.62 |
| TEXAS STAR TRANSPORT, LLC | 03/26/25 | 22028 | $ 3,219.28 |
| QUILL CORPORATION | 03/26/25 | 22031 | $ 1.07 |
| LINDKE, JENNIFER | 03/26/25 | 21998 | $ 26.60 |
| WALLER COUNTY TAX OFFICE | 03/26/25 | 21982 | $ 30.00 |
| TEXAS PRIDE DISPOSAL | 03/26/25 | 22006 | $ 45.67 |
| QUILL CORPORATION | 03/26/25 | 22032 | $ 92.76 |
| T-MOBILE USA, INC. | 03/26/25 | 21987 | $ 100.00 |
| TRINICOM COMMUNICATIONS, LLC | 03/26/25 | 22004 | $ 107.49 |
| ARROWHEAD FORENSICS | 03/26/25 | 22060 | $ 109.78 |
| WOELFEL, CHISTY | 03/26/25 | 21995 | $ 150.00 |
| TRINITY SERVICES GROUP, INC. | 03/26/25 | 21991 | $ 181.98 |
| THOMSON REUTERS | 03/26/25 | 21994 | $ 209.00 |
| TRINICOM COMMUNICATIONS, LLC | 03/26/25 | 22003 | $ 233.51 |
| VERIZON | 03/26/25 | 22002 | $ 299.00 |
| TRINITY SERVICES GROUP, INC. | 03/26/25 | 21990 | $ 1,312.82 |
| QUILL CORPORATION | 03/26/25 | 22033 | $ 3,188.08 |
| TRINITY SERVICES GROUP, INC. | 03/26/25 | 21988 | $ 5,028.06 |
| TRINITY SERVICES GROUP, INC. | 03/26/25 | 21989 | $ 5,189.01 |
| SCHMIDT FUNERAL HOME | 03/27/25 | 22065 | $ 1,175.00 |
| AUTO GLASS INSTALLERS | 03/31/25 | 22096 | $ 343.11 |
| AUTO GLASS INSTALLERS | 03/31/25 | 22097 | $ 345.93 |
| AUTO GLASS INSTALLERS | 03/31/25 | 22098 | $ 347.11 |
| AUTO GLASS INSTALLERS | 03/31/25 | 22099 | $ 503.01 |
| AUTO GLASS INSTALLERS | 03/31/25 | 22100 | $ 345.93 |
| AUTO GLASS INSTALLERS | 03/31/25 | 22101 | $ 399.86 |
| BILL'S TIRE COMPANY | 03/31/25 | 22082 | $ 19.50 |
| BILL'S TIRE COMPANY | 03/31/25 | 22083 | $ 94.00 |
| BILL'S TIRE COMPANY | 03/31/25 | 22084 | $ 86.95 |
| BILL'S TIRE COMPANY | 03/31/25 | 22085 | $ 68.00 |
| BILL'S TIRE COMPANY | 03/31/25 | 22086 | $ 136.00 |
| BILL'S TIRE COMPANY | 03/31/25 | 22087 | $ 9.75 |
| BILL'S TIRE COMPANY | 03/31/25 | 22088 | $ 498.95 |
| COLORADO VALLEY TRANSIT DISTRICT | 03/31/25 | 22072 | $ 10,000.00 |
| COP STOP | 03/31/25 | 22102 | $ 19.00 |
| COP STOP | 03/31/25 | 22103 | $ 189.00 |
| COP STOP | 03/31/25 | 22104 | $ 228.00 |
| COP STOP | 03/31/25 | 22105 | $ 1,072.75 |
| COP STOP | 03/31/25 | 22106 | $ 1,072.75 |
| COP STOP | 03/31/25 | 22107 | $ 1,155.75 |
| COP STOP | 03/31/25 | 22108 | $ 1,072.75 |
| COP STOP | 03/31/25 | 22109 | $ 1,072.75 |
| COP STOP | 03/31/25 | 22110 | $ 1,072.75 |
| COP STOP | 03/31/25 | 22111 | $ 1,072.75 |
| EDMONDS INSURANCE AGENCY | 03/31/25 | 22066 | $ 112.56 |
| FORD, RUSSELL | 03/31/25 | 22074 | $ 403.20 |

| Treasurer's Record of Unpaid Claims | As of | 3/31/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| FORD, RUSSELL | 03/31/25 | 22075 | $ 403.20 |
| HOMETOWN HARDWARE | 03/31/25 | 22070 | $ 294.40 |
| HOMETOWN HARDWARE | 03/31/25 | 22076 | $ 142.94 |
| HOMETOWN HARDWARE | 03/31/25 | 22077 | $ 9.99 |
| HOMETOWN HARDWARE | 03/31/25 | 22078 | $ 59.98 |
| HOMETOWN HARDWARE | 03/31/25 | 22079 | $ 29.99 |
| HOMETOWN HARDWARE | 03/31/25 | 22081 | $ 30.98 |
| JARDON, MARTALUZ | 03/31/25 | 22080 | $ 466.43 |
| PINEDA, MOISES | 03/31/25 | 22069 | $ 12.95 |
| ROCA CLEANING SERVICES | 03/31/25 | 22067 | $ 450.00 |
| ROCA CLEANING SERVICES | 03/31/25 | 22068 | $ 900.00 |
| SOUTHWEST REALTY CONSULTANTS | 03/31/25 | 22073 | $ 2,400.00 |
| TELOMACK CABLING SOLUTIONS | 03/31/25 | 22071 | $ 2,340.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/31/25 | 22089 | $ 51.50 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/31/25 | 22090 | $ 72.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/31/25 | 22091 | $ 56.75 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/31/25 | 22092 | $ 687.89 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/31/25 | 22093 | $ 414.91 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/31/25 | 22094 | $ 59.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 03/31/25 | 22095 | $ 860.00 |
| | | | |
| | | | |
| **TOTAL UNPAID** | | | **$ 2,378,232.86** |

Comptroller of Public Accounts FORM 40-141 (Rev.3-24/11)

*** INTERNET ***

b. ■

Item 6.

a. T Code ■ 32650

# Civil Fees

## - QUARTERLY REPORT -

• DO NOT WRITE IN SHADED AREAS

| c. City / County identification number | f. Report for quarter ending | g. | e. Due date of report |
|---|---|---|---|
| ■ 1-74-6001079-0 | QUARTER ENDING 12-31-24 | ■ 244 | 01-31-25 |

City / County name and mailing address

d.
JOAN SARGENT, CNTY TREAS
WALLER COUNTY
425 FM 1488 RD STE 102
HEMPSTREAD,TX 77445-9634

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

i. ■

j. ■

| DESCRIPTION — SEE BACK FOR INSTRUCTIONS — | COLUMN 1 Number (#) issued/filed | COLUMN 2 TOTAL COLLECTED | COLUMN 3 AMOUNT DUE |
|---|---|---|---|
| 1. Birth Certificate Fees | # ■ 300 | $ ■ 540.00 | 1. $ 540.00 |
| 2. Marriage License Fees | ■ 107 | ■ 3,210.00 | 2. 3,210.00 |
| 3. Declaration of Informal Marriage | ■ 9 | ■ 112.50 | 3. 112.50 |
| 4. Juror Donations | ■ 12 | ■ 356.00 | 4. 356.00 |
| 5. JP Consolidated Civil Fee | ■ 73 | ■ 1,533.00 | 5. 1,533.00 |
| 6. Statutory Probate Court — 6a. Consolidated Civil Fee | ■ 0.00 | ■ 0.00 | 6a. 0.00 |
| 6. Statutory Probate Court — 6b. Filing fee for other actions | ■ 0.00 | ■ 0.00 | 6b. 0.00 |
| 7. Statutory County Court — 7a. Consolidated Civil Fee | ■ 6 | ■ 822.00 | 7a. 822.00 |
| 7. Statutory County Court — 7b. Filing fee for other actions | ■ 0 | ■ 0.00 | 7b. 0.00 |
| 8. Constitutional County Court — 8a. Consolidated Civil Fee | ■ 0.00 | ■ 0.00 | 8a. 0.00 |
| 8. Constitutional County Court — 8b. Filing fee for other actions | ■ 0.00 | ■ 0.00 | 8b. 0.00 |
| 9. District Court — 9a. Consolidated Civil Fee | # ■ 63 | ■ 8,696.76 | 9a. $ 8,696.76 |
| 9. District Court — 9b. Filing fee for other actions | # ■ 33 | $ ■ 1,490.59 | 9b. $ 1,490.59 |
| 10. County Alternative Dispute Resolution Fund | # ■ 557 | $ ■ 5,482.20 | 10. $ 5,482.20 |
| 11. TOTAL OF LINES 1-10 | | | 11. ■ $ 22,243.05 |
| 12. TOTAL FROM LINE 9 OF CIVIL FEES SUPPLEMENT FORM 40-155 *(Repealed line items)* | | | 12. ■ $ 547.50 |
| 13. TOTAL DUE FOR THIS PERIOD *(Total of Items 11 and 12)* | | | 13. ■ $ 22,790.55 |

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

14. TOTAL AMOUNT DUE AND PAYABLE *(Same as Item 13)* 14. ■ $ 22,790.55

City/County name

k. ■

l.

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

32640 17460010790 244 8

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

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

sign here ▶ Authorized agent Joan Sargent

Title County Treasurer

Date 01/22/25

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

Complete this report and make the amount in Item 12 payable to:
STATE COMPTROLLER

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

Comptroller of Public Accounts FORM 40-155 (5-22)

# Civil Fees Supplement

***- REPEALED FEES ONLY -***

| a. Taxpayer number | b. Filing period | c. | d. Due date |
|---|---|---|---|
| 1-74-6001079-0 | QUARTER ENDING 12-31-24 | 244 | 01-31-25 |

e. Taxpayer name: **WALLER CO**

| DESCRIPTION — *SEE INSTRUCTIONS* — | COLUMN 1 Number (#) issued/filed | COLUMN 2 TOTAL COLLECTED | COLUMN 3 5% SERVICE FEE | COLUMN 4 AMOUNT DUE |
|---|---|---|---|---|
| 1. Nondisclosure Fees | # 0 | $ 0.00 | $ | 1. $ 0.00 |
| 2. Justice Courts Filing Fee - Indigents Legal Services | 0 | 0.00 | 0.00 | 2. 0.00 |
| 3. Statutory Probate Court — 3a. Filing Fee - Indigents Legal Services | 0 | 0.00 | 0.00 | 3a. 0.00 |
| 3. Statutory Probate Court — 3b. Judicial Fund - Filing Fee | 0 | 0.00 | | 3b. 0.00 |
| 4. Statutory County Court — 4a. Filing Fee - Indigents Legal Services | 0 | 0.00 | 0.00 | 4a. 0.00 |
| 4. Statutory County Court — 4b. Judicial Fund - Filing Fee | 0 | 0.00 | | 4b. 0.00 |
| 5. Constitutional County Court — 5a. Filing Fee - Indigents Legal Services | 0 | 0.00 | 0.00 | 5a. 0.00 |
| 5. Constitutional County Court — 5b. Judicial Fund - Filing Fee | 0 | 0.00 | | 5b. 0.00 |
| 6. District Court — 6a. Divorce & Family Law cases *(Col. 3 is $0.25 times Col. 1)* | 0 | 0.00 | 0.00 | 6a. 0.00 |
| 6. District Court — 6b. Other than Divorce/Family Law *(Col. 3 is $0.50 times Col. 1)* | 3 | 150.00 | 1.50 | 6b. 148.50 |
| 6. District Court — 6c. Indigents Legal Services *(Sec.133.152)* | 4 | 40.00 | 2.00 | 6c. 38.00 |
| 7. Judicial Support Fee | # 3 | 121.00 | | 7. $ 121.00 |
| 8. Judicial and Court Personnel Training Fee | # 48 | $ 240.00 | $ | 8. $ 240.00 |
| 9. Total Due *(add this total on line 12 of Civil Fees Return, Form 40-141)* | | | | 9. $ 547.50 |

Comptroller of Public Accounts FORM 40-151 (Rev.11-21/6)

*** INTERNET ***

b. ■

# Electronic Filing System - State Fund

a. T Code ■ 32480

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

| c. County Identification Number | d. Report for quarter ending *(mm/dd/yy)* | e. | f. Due date of report |
|---|---|---|---|
| ■ 1-74-6001079-0 | QUARTER ENDING 12-31-24 | ■ 244 | 01-31-25 |

County name and mailing address

g.
JOAN SARGENT
WALLER COUNTY
425 FM 1488 RD # 102
HEMPSTEAD TX 77445-9634

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

i. ■ j. ■

## Government Code 51.851: *Electronic Filing Fee*

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

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

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

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

## Filing Fees (Civil Cases)

| | | |
|---|---|---|
| 1. District Court filing fees *(@ $30)* | 1. ■ | $ 90.00 |
| 2. County Courts filing fees *(Constitutional, Statutory and Statutory Probate Courts) (@ $30)* | 2. ■ | $ 0.00 |
| 3. Justice Courts filing fees *(@ $10)* | 3. ■ | $ 0.00 |
| 4. Total amount of filing fees collected *(All Courts)* | 4. ■ | $ 90.00 |

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

| | | |
|---|---|---|
| 5. District Court convictions | 5. ■ | $ 0.23 |
| 6. County Courts convictions *(Constitutional and Statutory Courts)* | 6. ■ | $ 0.00 |
| 7. Total amount of criminal costs collected *(All Courts)* | 7. ■ | $ 0.23 |
| 8. TOTAL AMOUNT DUE *(Add Items 4 and 7)* | 8. | $ 90.23 |

*** DO NOT DETACH ***

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

| | | |
|---|---|---|
| **9. TOTAL AMOUNT OF PAYMENT** *(Same as Item 8)* | 9. ■ | $ 90.23 |

County name
**WALLER COUNTY**

k. ■ l.

■ T Code ■ County identification no. ■ Period

32470 17460010790 244 3

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

sign here ▶ Authorized agent Joan Sargent

Title **County Treasurer** Date **1/22/25**

Daytime phone *(Area code and number)* **(979) 826-7707**

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

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

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

Comptroller of Public Accounts FORM 40-139 (Rev.10-21/7)

a. T Code ■ 32670

b. ■

# SEXUAL ASSAULT / SUBSTANCE ABUSE PROGRAMS

| c. County identification number | d. Report for quarter ending | e. | f. Due date of report |
|---|---|---|---|
| ■ 1-74-6001079-0 | 12-31-24 | ■ | 1-31-25 |

County name and mailing address

g.
**WALLER COUNTY**
**425 FM 1488 RD # 102**
**HEMPSTEAD TX 77445-9634**

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

i. ■ j. ■

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

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

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

1. Number of Supplement pages (for Sexual Assault Program fines) ..... 1. **1**

2. Total Fines Collected For Sexual Assault Program ..... 2. ■ **$ 55.00**

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

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

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

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

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

3. Number of Supplement pages (for Substance Abuse Felony Program fees) ..... 3. **0**

4. Total Fees Collected for Substance Abuse Felony Program ..... 4. ■ **$ 0.00**

5. TOTAL FINES AND FEES DUE FOR THIS PERIOD (Total of Item 2 and Item 4) ..... 5. ■ **$ 55.00**

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

**6. TOTAL AMOUNT DUE AND PAYABLE** *(Same as Item 5)* ..... 6. ■ **$ 55.00**

| County name | k. | l. |
|---|---|---|
| **WALLER COUNTY** | ■ | |

■ T Code ■ County identification no. ■ Period

32660 1-74-6001079-

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

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

Authorized agent

sign here ▶ Joan Sargent

Title **County Treasurer** Date **1-22-25**

Daytime phone *(Area code and number)* **(979) 826-7707**

Complete this report and make the amount in Item 6 payable to:
STATE COMPTROLLER

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

40-139 (Rev.10-21/7)

Comptroller of Public Accounts FORM 40-145 (Rev.2-23/11)

*** INTERNET ***

a. T Code ■ 32630

b. ■

# State Criminal Costs and Fees

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

| c. County identification number | f. Report for quarter ending | g. | e. Due date of report |
|---|---|---|---|
| ■ 1-74-6001079-0 | QUARTER ENDING 12-31-24 | ■ 244 | 01-31-25 |

County name and mailing address

d.
JOAN SARGENT, CNTY TRES
WALLER COUNTY
425 FM 1488 RD # 102
HEMPSTEAD, TX 77445-9634

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

i. ■

j. ■

• ***See back for instructions.***
***Repealed costs on lines 5, 7 and 11-19.***

SECTION I — for offenses committed

| | | Column 1 TOTAL COLLECTED (State court costs only) Dollars and cents | | Column 2 SERVICE FEE (See instructions) | | Column 3 AMOUNT DUE STATE (Col. 1 minus Col. 2) |
|---|---|---|---|---|---|---|
| 1. | 01-01-2020 Forward | ■ $ 76,103.92 | | 7,610.40 | 1. | $ 68,493.52 |
| 2. | 01-01-04 --- 12-31-19 | ■ 2,811.16 | | 281.12 | 2. | 2,530.04 |
| 3. | 09-01-1991 --- 12-31-2003 | ■ 0.00 | | 0.00 | 3. | 0.00 |
| 4. | Bail Bond Fee (BB) | ■ 3,870.00 | | 387.00 | 4. | 3,483.00 |
| 5. | DNA Testing Fee - Juvenile (DNA JV) | ■ 0.00 | | *No Service Fee* | 5. | 0.00 |
| 6. | EMS Trauma Fund (EMS) | ■ 709.66 | | 70.97 | 6. | 638.69 |
| 7. | Juvenile Probation Diversion Fee (JPD) | ■ 0.00 | | 0.00 | 7. | 0.00 |
| 8. | State Traffic Fine (STF2) Sept. 1, 2019 fwd | ■ 28,761.81 | (4%) | 1,150.48 | 8. | 27,611.33 |
| 9. | State Traffic Fine (STF) Prior to Sept. 1, 2019 | ■ 816.67 | (5%) | 40.84 | 9. | 775.83 |
| 10. | Intoxicated Driver Fine | ■ 0.00 | (4%) | 0.00 | 10. | 0.00 |
| 11. | Prior Mandatory Costs (JRF, IDF & JS combined) | ■ 898.02 | | 89.81 | 11. | 808.21 |
| 12. | Moving Violation Fees (MVF) | ■ 2.56 | | 0.26 | 12. | 2.30 |
| 13. | DNA Testing Fee - Felony Convictions (DNA) | ■ 11.07 | | 1.11 | 13. | 9.96 |
| 14. | DNA Testing Fee - MSDM & CS (DNA & CS) | ■ 340.00 | | 34.00 | 14. | 306.00 |
| 15. | Truancy Prevention & Diversion Fund (TPD) | | | | 15. ■ | $ 53.47 |
| 16. | Failure to Appear/Pay (FTA) Report 2/3's of fees | | | | 16. ■ | 253.00 |
| 17. | Time Payment Fees (TP) Report 50% of fees | | | | 17. ■ | 76.01 |
| 18. | Judicial Fund - Constitutional County Court | | | | 18. ■ | 0.00 |
| 19. | Judicial Fund - Statutory County Court | | | | 19. ■ | 0.00 |

SECTION II

| | | |
|---|---|---|
| 20. | Peace Officer Fees *(Report 20% of fees from actions by state officers only.)* | 20. ■ 594.48 |
| 21. | Motor Carrier Weight Violations (MCW) (Report 50% of the fines collected.) | 21. ■ 3,817.00 |
| 22. | Driving Records Fee (DRF) *(Report 100% of fees collected.)* | 22. ■ 0.00 |
| 23. | Non-Suspension Fine (NSF) *(Report 100% of fine collected.)* | 23. ■ 0.00 |

24. TOTAL DUE FOR THIS PERIOD *(Total of Items 1 through 23 in Column 3.)* — 24. ■ $ 109,452.84

*** DO NOT DETACH ***

25. TOTAL AMOUNT DUE AND PAYABLE *(Same as Item 24)* — 25. ■ $ 109,452.84

County name
**WALLER COUNTY**

k. ■

l.

■ T Code ■ County identification no. ■ Period

32620 17460010790 244 2

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

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

sign here ▸ Joan Sargent

Title **County Treasurer** Date **01/22/25**

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

Make the amount in Item 24 payable to:
State Comptroller

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

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter: (1) 2 3 4

Item 7.

# QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

*– Texas Government Code 61.0015 –*

**COMPTROLLER USE ONLY**

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

THIS SECTION TO BE COMPLETED BY COUNTY

County name/address for warrant or direct deposit notification

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

County taxpayer identification number: 17460010790

Mail code: 001

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

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

## JUROR PAYMENT REIMBURSEMENT REQUEST

| CALENDAR CLAIM QUARTER | CLAIM DUE BY | CLAIM WILL BE PAID BY | | AMOUNT REQUESTED | | |
|---|---|---|---|---|---|---|
| Q1 Jan. 1 to March 31 2025 | April 18 2025 | May 16, 2025 | | $10,878.00 | | |
| | | | | | | |

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

## COUNTY CERTIFICATION

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

| sign here ▶ | Authorized Official/Commissioner's Court | Title | Date |
|---|---|---|---|
| | | | |

## COUNTY CONTACT INFORMATION

| Person to contact regarding information on this form Name & Title | Contact E-mail | Contact Phone Number |
|---|---|---|
| Julie Loudin Asst. Auditor | j.loudin@wallercounty .us | 979-826-7740 |

## COMPTROLLER'S JUDICIARY SECTION APPROVAL

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

☐ Direct deposit ☐ Check enclosed

| Audited by: | Date |
|---|---|
| | |

***SEE REVERSE SIDE FOR PROCEDURES AND FURTHER INSTRUCTIONS***

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar: (1) 2 3 4

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

**SUPPORTING DOCUMENTATION**

**Supporting Documentation**

| County Name | Quarterly Date Range | Grand Total Amount Requested |
|---|---|---|
| Waller | January 12025 – March 31 2025 | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| Jury Type → | | Petit Jury | | | | | |
| 1 | 1/2/2025 | DIANA HERNANDEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 2 | 1/2/2025 | RICHARD RIVAS | 1 | 20.00 | 1 | 0 | 14.00 |
| 3 | 1/2/2025 | SABRINA TORRES | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 1/2/2025 | MARK BROWN | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 1/2/2025 | MICHAEL JAMES | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 1/2/2025 | KENYA LATTIN | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 1/2/2025 | DIXIE MCCARY | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 1/2/2025 | ROLF JOHN | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 1/2/2025 | IONE MARIE | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 1/2/2025 | PHILIP HERRICK | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 1/2/2025 | TERESA BLAIR | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 1/2/2025 | CAMEILLA HUGGINS | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 1/2/2025 | NICHOLAS EVERETT | 1 | 20.00 | 1 | 0 | 14.00 |
| 14 | 1/2/2025 | ALBERTO LUJAN JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 1/2/2025 | TROY MUNDAY | 1 | 20.00 | 1 | 0 | 14.00 |
| 16 | 1/2/2025 | TERESA PAREDES | 1 | 20.00 | 1 | 0 | 14.00 |
| 17 | 1/2/2025 | LESLIE PEREZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 18 | 1/2/2025 | STORY REECE | 1 | 20.00 | 1 | 0 | 14.00 |
| 19 | 1/2/2025 | JESSIE RODRIQUEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 2/7/2025 | ROSEMARIE AGUSTIN | 1 | 20.00 | 1 | 0 | 14.00 |
| 21 | 2/7/2025 | JAMES AMSTER | 4 | 194.00 | 1 | 3 | 170.00 |
| 22 | 2/7/2025 | HECTOR BELLOSO | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 2/7/2025 | ROBERT BORSKI | 4 | 194.00 | 1 | 3 | 170.00 |
| 24 | 2/7/2025 | EVELIN BRAVO-ALVEREZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 2/7/2025 | DOROTHY BROOKS | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 2/7/2025 | TEDRA BROWN | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 2/7/2025 | CHRISTIAN BUTLER | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 2/7/2025 | ERICA BUTLER | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 2/7/2025 | ANGELA CALIX SANCHEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 2/7/2025 | SARAH CAMPBELL | 4 | 194.00 | 1 | 3 | 170.00 |
| | | | | | | | **888.00** |

74-215 (2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

| Please Circle Claim Quar | | | |
|---|---|---|---|
| (1) | 2 | 3 | 4 |

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Petit Jury** | | | | | |
| 1 | 2/7/2025 | OSCAR CANALES | 4 | 194.00 | 1 | 3 | 170.00 |
| 2 | 2/7/2025 | AIMEE CARMONA | 1 | 20.00 | 1 | 0 | 14.00 |
| 3 | 2/7/2025 | NATHANIEL CARRELL | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 2/7/2025 | FRANCO CARUSI | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 2/7/2025 | TERESA CENA | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 2/7/2025 | DIANA CHAPA | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 2/7/2025 | DEREK CLAY | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 2/7/2025 | ANDREW DAVIS | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 2/7/2025 | CHRISTOPHER DEVER | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 2/7/2025 | JERRY DRABEK JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 2/7/2025 | MAYRA EARLL | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 2/7/2025 | DANIEL ENGEL | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 2/7/2025 | RUSSELL FARMER | 1 | 20.00 | 1 | 0 | 14.00 |
| 14 | 2/7/2025 | JACOB FORTE | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 2/7/2025 | AARON GATEWOOD | 1 | 20.00 | 1 | 0 | 14.00 |
| 16 | 2/7/2025 | STEVEN GINGRAS | 4 | 194.00 | 1 | 3 | 170.00 |
| 17 | 2/7/2025 | KNAKITA GREEN | 1 | 20.00 | 1 | 0 | 14.00 |
| 18 | 2/7/2025 | SCOTT GREEN | 1 | 20.00 | 1 | 0 | 14.00 |
| 19 | 2/7/2025 | KEITH GUINDON | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 2/7/2025 | ZUJIN HANG | 4 | 194.00 | 1 | 3 | 170.00 |
| 21 | 2/7/2025 | DERON HARGROVE | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 2/7/2025 | JAMES HARMAN | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 2/7/2025 | MARCELYN HAVENS | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 2/7/2025 | JEFFREY HEAREN | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 2/7/2025 | THERESA HILL | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 2/7/2025 | LUANN HOLCOMB | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 2/7/2025 | MARVIN HONEYCUTT | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 2/7/2025 | CHRISTINA HOOVER | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 2/7/2025 | FRANK HOSEA | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 2/7/2025 | LIONELL HOWARD | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **888.00** |

74-215 (2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

| Please Circle Claim Quar | | | |
|---|---|---|---|
| (1) | 2 | 3 | 4 |

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Petit Jury** | | | | | |
| 1 | 2/7/2025 | GENEVIEVE HULL | 1 | 20.00 | 1 | 0 | 14.00 |
| 2 | 2/7/2025 | CHRISTINA JASSO | 4 | 194.00 | 1 | 3 | 170.00 |
| 3 | 2/7/2025 | CARLIE JUDGE | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 2/7/2025 | JENNY KINCAID | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 2/7/2025 | DERIC LAGERSTROM | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 2/7/2025 | CALVETTA LANE | 4 | 194.00 | 1 | 3 | 170.00 |
| 7 | 2/7/2025 | GELDER LEON | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 2/7/2025 | DONALD LUKSA | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 2/7/2025 | MASHRAKA MAJID | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 2/7/2025 | ALEXANDER MANZANO | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 2/7/2025 | KIMBERLY MCCREADY | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 2/7/2025 | JAMES MOSELEY JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 2/7/2025 | TRIZZIE NGUYEN | 4 | 194.00 | 1 | 3 | 170.00 |
| 14 | 2/7/2025 | ARIANNA ODELL | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 2/7/2025 | TIPPAYAPA PERCIVAL | 4 | 194.00 | 1 | 3 | 170.00 |
| 16 | 2/7/2025 | LITTON POSEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 17 | 2/7/2025 | KATHRYN PYKA | 1 | 20.00 | 1 | 0 | 14.00 |
| 18 | 2/7/2025 | RANDY REED | 4 | 194.00 | 1 | 3 | 170.00 |
| 19 | 2/7/2025 | RYAN RICHARDS | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 2/7/2025 | SHERRY ROCHEN | 1 | 20.00 | 1 | 0 | 14.00 |
| 21 | 2/7/2025 | ARACELI RODRIGUEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 2/7/2025 | MCKENZIE RODRIGUEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 2/7/2025 | EZEKIEL SALINAS | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 2/7/2025 | ANDREW SEVCIK | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 2/7/2025 | LLOYD SIMON | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 2/7/2025 | BRANDON SLOVAK | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 2/7/2025 | JUSTICE SMITH | 4 | 194.00 | 1 | 3 | 170.00 |
| 28 | 2/7/2025 | TROY SMITH | 4 | 194.00 | 1 | 3 | 170.00 |
| 29 | 2/7/2025 | BLENDA SMITH-BRUTON | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 2/7/2025 | DAWN STAHMAN | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **1512.00** |

74-215
(2-96)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

| Please Circle Claim Quar | | | |
|---|---|---|---|
| (1) | 2 | 3 | 4 |

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Petit Jury** | | | | | |
| 1 | 2/7/2025 | CONNIE STECK | 4 | 194.00 | 1 | 3 | 170.00 |
| 2 | 2/7/2025 | BETH STRAND | 1 | 20.00 | 1 | 0 | 14.00 |
| 3 | 2/7/2025 | JOHN TAYLOR | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 2/7/2025 | TAMMY TERRELL | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 2/7/2025 | LEILANY THIELEN | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 2/7/2025 | LASHANDA TOMPLINS | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 2/7/2025 | JASMINE UNDERWOOD | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 2/7/2025 | LORENZO, VASQUEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 2/7/2025 | MAXIMILIANO VERDUZCO | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 2/7/2025 | MATTHER WEHMEYER | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 2/7/2025 | VANESSA WILLIAMSON | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 2/7/2025 | FELICIA WOODARD | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 2/7/2025 | MALLORY WOOLDRIDGE | 1 | 20.00 | 1 | 0 | 14.00 |
| 14 | 2/7/2025 | MOHAMMAD YAZDANPANAH | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 2/7/2025 | MARCO ZUNIGA | 1 | 20.00 | 1 | 0 | 14.00 |
| 16 | 2/10/2025 | ALEX ALVARADO | 1 | 20.00 | 1 | 0 | 14.00 |
| 17 | 2/10/2025 | ARI ARREGUIN | 1 | 20.00 | 1 | 0 | 14.00 |
| 18 | 2/10/2025 | HOLLY BAIRD-RABITO | 1 | 20.00 | 1 | 0 | 14.00 |
| 19 | 2/10/2025 | PAMELA BARNES | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 2/10/2025 | ROBENIA BAYER-BARTHE | 1 | 20.00 | 1 | 0 | 14.00 |
| 21 | 2/10/2025 | JOYCE BEAN | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 2/10/2025 | JORRY BEVINS JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 2/10/2025 | MARSHAL BORNER | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 2/10/2025 | KEVIN BRANCH SR | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 2/10/2025 | ANTHONY BREWER | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 2/10/2025 | JERRI BREZIK | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 2/10/2025 | MONICA BROUGHTON | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 2/10/2025 | NANCY BULLA | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 2/10/2025 | MICHAEL CAPPS | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 2/10/2025 | TAYRA CARDICHE | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **576.00** |

74-215 (2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

| Please Circle Claim Quar | | | |
|---|---|---|---|
| (1) | 2 | 3 | 4 |

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Petit Jury** | | | | | |
| 1 | 2/10/2025 | LETICIA CARIAGA | 1 | 20.00 | 1 | 0 | 14.00 |
| 2 | 2/10/2025 | ROBERT COLE | 1 | 20.00 | 1 | 0 | 14.00 |
| 3 | 2/10/2025 | FEDERICO COLLAZO | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 2/10/2025 | CYNTHIA COLONDRES | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 2/10/2025 | JENNIFER CONRAD | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 2/10/2025 | THOMAS DANTE | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 2/10/2025 | SUTA EADALA | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 2/10/2025 | RICHARD ELLENDER | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 2/10/2025 | JAMES ENOCH | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 2/10/2025 | DAVIS FARRAR | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 2/10/2025 | JASMINE FERRELL | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 2/10/2025 | HEATHER FRANKLIN | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 2/10/2025 | LISA GLUECK | 1 | 20.00 | 1 | 0 | 14.00 |
| 14 | 2/10/2025 | DARRELL GROSS | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 2/10/2025 | KATHERINE GUSTIN | 1 | 20.00 | 1 | 0 | 14.00 |
| 16 | 2/10/2025 | NELA GUTIERREZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 17 | 2/10/2025 | RODNEY HAYES | 1 | 20.00 | 1 | 0 | 14.00 |
| 18 | 2/10/2025 | HAYDEN HEATH | 1 | 20.00 | 1 | 0 | 14.00 |
| 19 | 2/10/2025 | TAMIKA HEBERT | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 2/10/2025 | JACOB HERBERT | 1 | 20.00 | 1 | 0 | 14.00 |
| 21 | 2/10/2025 | ASHLEY HINKLE | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 2/10/2025 | PATRICIA HINOJOSA | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 2/10/2025 | CHARLES HOGAN JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 2/10/2025 | RYAN HOWLAND | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 2/10/2025 | CLARA HUEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 2/10/2025 | JAMES HUTCHINSON | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 2/10/2025 | DESTINY JOHNSON | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 2/10/2025 | AMY JONES | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 2/10/2025 | AYDIN KADIOGLU | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 2/10/2025 | CACI KELLEY | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **420.00** |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

| Please Circle Claim Quar | | | |
|---|---|---|---|
| (1) | 2 | 3 | 4 |

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| | First Original Service Date | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| | **Jury Type →** | **Petit Jury** | | | | | |
| 1 | 2/10/2025 | CHRISTOPHER KINNEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 2 | 2/10/2025 | ESTABAN LAO JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 3 | 2/10/2025 | KELLY LASTER | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 2/10/2025 | JAMES LEACH | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 2/10/2025 | ALLISON LEE | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 2/10/2025 | RANDY LOCKWOOD | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 2/10/2025 | DIANA MATTOX | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 2/10/2025 | TRENT MINCHEW | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 2/10/2025 | ERIK MONROY | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 2/10/2025 | RICHARD MUEGGE | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 2/10/2025 | WILLIAM MULLINS IV | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 2/10/2025 | ATIYYATUN MYLES | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 2/10/2025 | DANYALE NABORS-WASHINGT | 1 | 20.00 | 1 | 0 | 14.00 |
| 14 | 2/10/2025 | SHAWN NAVA | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 2/10/2025 | GENISIS NUNEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 16 | 2/10/2025 | YESENIA PEREZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 17 | 2/10/2025 | LEAH PIERCE | 1 | 20.00 | 1 | 0 | 14.00 |
| 18 | 2/10/2025 | JILLIAN POSTLETWHAITE | 1 | 20.00 | 1 | 0 | 14.00 |
| 19 | 2/10/2025 | ORENDA RAMSEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 2/10/2025 | JASON REA | 1 | 20.00 | 1 | 0 | 14.00 |
| 21 | 2/10/2025 | SYDNEY REDMON | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 2/10/2025 | JEANETTE ROBLES | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 2/10/2025 | MONICA RODRIGUEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 2/10/2025 | SAHARAIM RODRIGUEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 2/10/2025 | JACK SCHULTZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 2/10/2025 | ROBIN SCHWARTZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 2/10/2025 | KEVIN SEETS | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 2/10/2025 | DONALD SNOWDEN JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 2/10/2025 | CARLOS SOTO | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 2/10/2025 | DANIEL SOUTH | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **420.00** |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar | Item 7.

(1) 2 3 4

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Petit Jury** | | | | | |
| 1 | 2/10/2025 | MARCUS STONE | 1 | 20.00 | 1 | 0 | 14.00 |
| 2 | 2/10/2025 | DOROTHY STUCKEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 3 | 2/10/2025 | JASON SWEENEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 2/10/2025 | MICHAEL SWIZE | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 2/10/2025 | FRED THOMAS | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 2/10/2025 | CHRISTINE THORNE | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 2/10/2025 | NICOLE TODD | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 2/10/2025 | DARRELL UHEREK | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 2/10/2025 | MATTHEW WATSON | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 2/10/2025 | DEBRA WAWAROFSKY | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 2/10/2025 | AUNNIKA WILEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 2/10/2025 | DONNA WILLIAMS | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 2/10/2025 | LIEN WOLF | 1 | 20.00 | 1 | 0 | 14.00 |
| 14 | 2/25/2025 | LINDA CANNON | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 2/25/2025 | JUAN PEREZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 16 | 2/25/2025 | LORA WINGATE | 1 | 20.00 | 1 | 0 | 14.00 |
| 17 | 2/25/2025 | TAMARA PEREZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 18 | 2/25/2025 | ASHLEIGH FOREMAN | 1 | 20.00 | 1 | 0 | 14.00 |
| 19 | 2/25/2025 | NOCOLAS DRAGO | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 2/25/2025 | MICHAEL MEROLA | 1 | 20.00 | 1 | 0 | 14.00 |
| 21 | 2/25/2025 | TRACY WHITE | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 2/25/2025 | GABRIEL RAST | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 2/25/2025 | KELLI GRUNEWALD | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 2/25/2025 | TOMAS WILSON | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 2/25/2025 | SUSAN WARREN | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 2/25/2025 | WAYNE RASTATTER | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 3/5/2025 | THERESA HUCKLEBY | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 3/5/2025 | BRODY GULLY | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 3/5/2025 | CYNTHIA SMITH | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 3/5/2025 | JORDAN YOUNG | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **420.00** |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

1 2 3 4

Item 7.

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Petit Jury** | | | | | |
| 1 | 3/25/2025 | MARVIN BELCHER | 1 | 20.00 | 1 | 0 | 14.00 |
| 2 | 3/25/2025 | JAMES SPEARS | 1 | 20.00 | 1 | 0 | 14.00 |
| 3 | 3/25/2025 | ANDREW ZUKUNET | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 3/25/2025 | DAVID SANCHEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 3/25/2025 | ISELA MARTINEZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 3/25/2025 | JUAN PEREZ | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 3/25/2025 | PORTRAIT PLAIR | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 3/25/2025 | SPENCER DUDOS | 1 | 20.00 | 1 | 0 | 14.00 |
| 9 | 3/25/2025 | WALTER ANDERSON JR | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 3/25/2025 | CAROL STEPHENS | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 3/25/2025 | JONATHAN ROBERTS | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 3/25/2025 | JAN MCGEE | 1 | 20.00 | 1 | 0 | 14.00 |
| 13 | 3/25/2025 | JULIE WILGANOWSKI | 1 | 20.00 | 1 | 0 | 14.00 |
| 14 | 3/25/2025 | JACQUELINE CASANOVA | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 3/25/2025 | JENNIFER HART | 1 | 20.00 | 1 | 0 | 14.00 |
| 16 | 3/25/2025 | ADAM BERNARD | 1 | 20.00 | 1 | 0 | 14.00 |
| 17 | 3/5/2025 | FERDINAND ABDON | 2 | 78.00 | 1 | 1 | 66.00 |
| 18 | 3/5/2025 | ZORAIDA AGUILERA | 1 | 20.00 | 1 | 0 | 14.00 |
| 19 | 3/5/2025 | BETHANY AVANT | 2 | 78.00 | 1 | 1 | 66.00 |
| 20 | 3/5/2025 | JOSEPH BELL | 1 | 20.00 | 1 | 0 | 14.00 |
| 21 | 3/5/2025 | SUNITABEN BHAKTA | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 3/5/2025 | JOHNATHAN BOYT | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 3/5/2025 | SANDRA BRANCH | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 3/5/2025 | DOROTHY BRONIKOWSKI | 2 | 78.00 | 1 | 1 | 66.00 |
| 25 | 3/5/2025 | MARVIN BRYANT | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 3/5/2025 | ANA CANADA | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 3/5/2025 | JAMES CHADICK | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 3/5/2025 | CHRISTOPHER DAILEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 3/5/2025 | LINDA ELBERT | 2 | 78.00 | 1 | 1 | 66.00 |
| 30 | 3/5/2025 | MOSI EVANS | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **628.00** |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar — Item 7.

(1) 2 3 4

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| | First Original Service Date | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| | **Jury Type →** | **Petit Jury** | | | | | |
| 1 | 3/5/2025 | GUADALUPE GARCIA | 1 | 20.00 | 1 | 0 | 14.00 |
| 2 | 3/5/2025 | ISAIAS GUERRO | 2 | 78.00 | 1 | 1 | 66.00 |
| 3 | 3/5/2025 | THOMAS HAMILTON | 1 | 20.00 | 1 | 0 | 14.00 |
| 4 | 3/5/2025 | MATTHEW HANSEN | 1 | 20.00 | 1 | 0 | 14.00 |
| 5 | 3/5/2025 | ALAN HARGROVE | 1 | 20.00 | 1 | 0 | 14.00 |
| 6 | 3/5/2025 | WILLIAM HARRISON | 1 | 20.00 | 1 | 0 | 14.00 |
| 7 | 3/5/2025 | CHRISTINE HAUPT | 1 | 20.00 | 1 | 0 | 14.00 |
| 8 | 3/5/2025 | SANDRA HESSE | 2 | 78.00 | 1 | 1 | 66.00 |
| 9 | 3/5/2025 | MICHAEL HUFF | 1 | 20.00 | 1 | 0 | 14.00 |
| 10 | 3/5/2025 | ANDREI MANEA | 1 | 20.00 | 1 | 0 | 14.00 |
| 11 | 3/5/2025 | MATTHEW MARINO | 1 | 20.00 | 1 | 0 | 14.00 |
| 12 | 3/5/2025 | PETER METOFE | 2 | 78.00 | 1 | 1 | 66.00 |
| 13 | 3/5/2025 | TIMOTHY MILLER | 2 | 78.00 | 1 | 0 | 14.00 |
| 14 | 3/5/2025 | MARK OLMSTEAD | 1 | 20.00 | 1 | 0 | 14.00 |
| 15 | 3/5/2025 | NORMAN PAYNE | 2 | 78.00 | 1 | 1 | 66.00 |
| 16 | 3/5/2025 | WILLIAM PENMAN | 2 | 78.00 | 1 | 1 | 66.00 |
| 17 | 3/5/2025 | KARA PETTIT | 2 | 78.00 | 1 | 1 | 66.00 |
| 18 | 3/5/2025 | SHELLY SAUNDERS | 2 | 78.00 | 1 | 1 | 66.00 |
| 19 | 3/5/2025 | KAYLA SMITH | 1 | 20.00 | 1 | 0 | 14.00 |
| 20 | 3/5/2025 | DARRELL STEWART | 2 | 78.00 | 1 | 1 | 66.00 |
| 21 | 3/5/2025 | LARRY STRAIT | 1 | 20.00 | 1 | 0 | 14.00 |
| 22 | 3/5/2025 | BRANDON THIBODEAUX | 1 | 20.00 | 1 | 0 | 14.00 |
| 23 | 3/5/2025 | THOMAS TRAN | 1 | 20.00 | 1 | 0 | 14.00 |
| 24 | 3/5/2025 | BILLY TRIPLETT SR | 1 | 20.00 | 1 | 0 | 14.00 |
| 25 | 3/5/2025 | JOSE ZAMORA | 1 | 20.00 | 1 | 0 | 14.00 |
| 26 | 3/19/2025 | TANYA MILLER | 1 | 20.00 | 1 | 0 | 14.00 |
| 27 | 3/19/2025 | KATHRYN WOHNOUTKA | 1 | 20.00 | 1 | 0 | 14.00 |
| 28 | 3/19/2025 | ZAKHERY HENSON | 1 | 20.00 | 1 | 0 | 14.00 |
| 29 | 3/19/2025 | SHERRY WHITELEY | 1 | 20.00 | 1 | 0 | 14.00 |
| 30 | 3/19/2025 | GEORGE WELCH | 1 | 20.00 | 1 | 0 | 14.00 |
| | | | | | | | **836.00** |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar | Item 7.

(1) 2 3 4

**QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS**

**SUPPORTING DOCUMENTATION**

*– Texas Government Code 61.0015 –*

**Supporting Documentation**

| County Name | Quarterly Date Range | Grand Total Amount Requested |
|---|---|---|
| Waller | January 12025 – March 31 2025 | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| Jury Type → | | Petit Jury | | | | | |
| 1 | 3/19/2025 | KRISTIN BLANKENBURG | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 2 | 3/19/2025 | TRINA BUTLER | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 3 | 3/19/2025 | MARTIN DELTORO JR | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 4 | 3/19/2025 | LEVI DESELLE | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 5 | 3/19/2025 | GABRIELA GARZON | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 6 | 3/19/2025 | VICTOR GUZMAN | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 7 | 3/19/2025 | JANEY HERRERRA | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 8 | 3/19/2025 | ASHLEY JONES | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 9 | 3/19/2025 | DANIEL OLIVARED | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 10 | 3/19/2025 | CYNTHIA OLIVE | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 11 | 3/19/2025 | MARY POLANSKY | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 12 | 3/19/2025 | CARL SHARON | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 13 | 3/19/2025 | SAMUEL SOTO | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 14 | 3/19/2025 | WILLIAM TAYLOR III | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 15 | 3/19/2025 | NAKAYLA TORR | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 16 | 3/19/2025 | CHAREESE YOUNG | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 17 | 2/25/2025 | DAVID GORDON | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 18 | 2/25/2025 | JUSTIN GENTYES | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 19 | 2/25/2025 | JENNIFER GRIFFITH | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 20 | 2/25/2025 | WILL DECKER | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 21 | 2/25/2025 | TIMOTHY CORE | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 22 | 2/25/2025 | LUIS GARFIAS | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 23 | | | | | | | |
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| | | | | | | | 308.00 |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

1 2 3 4

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

**SUPPORTING DOCUMENTATION**

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Grand Jury** | | | | | |
| 1 | 1/13/2025 | LAURA BRILES | 6 | 348.00 | 14.00 | 260.00 | 274.00 |
| 2 | 1/13/2025 | RODERICK BURNETT | 6 | 348.00 | 14.00 | 260.00 | 274.00 |
| 3 | 1/13/2025 | KARA BYRD | 7 | 406.00 | 14.00 | 312.00 | 326.00 |
| 4 | 1/13/2025 | KARELY DIAZ | 6 | 348.00 | 14.00 | 260.00 | 274.00 |
| 5 | 1/13/2025 | ROBERT HUGHES | 5 | 290.00 | 14.00 | 208.00 | 222.00 |
| 6 | 1/13/2025 | MELINDA KOTARBA | 1 | 58.00 | 14.00 | 0.00 | 14.00 |
| 7 | 1/13/2025 | STEPHEN LEWIS | 7 | 406.00 | 14.00 | 312.00 | 326.00 |
| 8 | 1/13/2025 | DEWANNA MARTIN | 7 | 406.00 | 14.00 | 312.00 | 326.00 |
| 9 | 1/13/2025 | TOMI MARTINEZ | 7 | 406.00 | 14.00 | 312.00 | 326.00 |
| 10 | 1/13/2025 | LISA OSTERCAMP | 1 | 58.00 | 14.00 | 0.00 | 14.00 |
| 11 | 1/13/2025 | NGA PHAM | 5 | 290.00 | 14.00 | 208.00 | 222.00 |
| 12 | 1/13/2025 | NATHAN STRICKER | 7 | 406.00 | 14.00 | 312.00 | 326.00 |
| 13 | 1/13/2025 | MARIO TORT | 3 | 174.00 | 14.00 | 104.00 | 118.00 |
| 14 | 1/13/2025 | COLLEEN WEST | 6 | 348.00 | 14.00 | 260.00 | 274.00 |
| 15 | 1/31/2025 | JANICEADAMS | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 16 | 1/31/2025 | OLUFISAYO AINA | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 17 | 1/31/2025 | KRYSTAL ALLEN | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 18 | 1/31/2025 | MARK ALVARADO | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 19 | 1/31/2025 | MARIA ARAUJO DE CHAVEZ | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 20 | 1/31/2025 | SARA BERGSTROM | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 21 | 1/31/2025 | RAFAEL CAMPOS | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 22 | 1/31/2025 | RICHARD CARTER JR | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 23 | 1/31/2025 | PRIYA CHANDRU | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 24 | 1/31/2025 | ANGELA CONGER | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 25 | 1/31/2025 | TRACY DAEBELLIEN | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 26 | 1/31/2025 | FRANCISCO DIAZ | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 27 | 1/31/2025 | DELONTE DOCKERY | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 28 | 1/31/2025 | VIVIANA GARCIA | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 29 | 1/31/2025 | LARRY GARRETT | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 30 | 1/31/2025 | ERYN GARRIGA | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| | | | | | | | **3422.00** |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua: (1) 2 3 4

**QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS**

**SUPPORTING DOCUMENTATION**

*– Texas Government Code 61.0015 –*

| Supporting Documentation | | |
|---|---|---|
| **County Name** | **Quarterly Date Range** | **Grand Total Amount Requested** |
| **Waller** | **January 12025 – March 31 2025** | |

| First Original Service Date | | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| **Jury Type →** | | **Grand Jury** | | | | | |
| 1 | 1/31/2025 | LEIGH GASPER | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 2 | 1/31/2025 | KIRA GATEWOOD | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 3 | 1/31/2025 | ERICA GILLIS | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 4 | 1/31/2025 | GARY GOSTECNIK | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 5 | 1/31/2025 | HOWARD GRIMET II | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 6 | 1/31/2025 | LINDA HANSEN | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 7 | 1/31/2025 | BRENDA HERNANDEZ | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 8 | 1/31/2025 | TATUM HUDGENS | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 9 | 1/31/2025 | LAURA HUDY | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 10 | 1/31/2025 | KRISTINA KEES | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 11 | 1/31/2025 | CASSANDRA KINDLEY | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 12 | 1/31/2025 | SHERRYL KLIMPLE | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 13 | 1/31/2025 | LAETITIA LEISING | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 14 | 1/31/2025 | DONOVAN LOVING | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 15 | 1/31/2025 | DANA MARTINO | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 16 | 1/31/2025 | MATTHEW MOLTER | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 17 | 1/31/2025 | ANA MONTALBANO | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 18 | 1/31/2025 | YESENIA MORENO | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 19 | 1/31/2025 | DUSTIN NAGEL | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 20 | 1/31/2025 | TERESA NELSON | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 21 | 1/31/2025 | THONG NGUYEN | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 22 | 1/31/2025 | VANESSA NGUYEN | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 23 | 1/31/2025 | MICHAEL NICKERSON | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 24 | 1/31/2025 | ANJANETTE NIKODYM | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 25 | 1/31/2025 | BRIAN OSORIO | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 26 | 1/31/2025 | NAUSHA OVERLAND | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 27 | 1/31/2025 | LISA PELTZ | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 28 | 1/31/2025 | LIMAGUET PILOTO | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 29 | 1/31/2025 | ELIZABETH POWER | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 30 | 1/31/2025 | URIEL PUGA | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| | | | | | | | **420.00** |

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

1 2 3 4

**QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS**

*– Texas Government Code 61.0015 –*

**SUPPORTING DOCUMENTATION**

**Supporting Documentation**

| County Name | Quarterly Date Range | Grand Total Amount Requested |
|---|---|---|
| Waller | January 12025 – March 31 2025 | |

| | First Original Service Date | Juror First /Last Name | Days Served (this quarter) | Amt Paid to Juror (by County) | Days Requested from State | | Amount Requested |
|---|---|---|---|---|---|---|---|
| | | | | | 1stDay $14.00 | 2nd Day & Addt'l days/$52.00 | |
| | Jury Type → | Grand Jury | | | | | |
| 1 | 1/31/2025 | JULIAN RODRIGUEZ JR | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 2 | 1/31/2025 | NINFA SAUNDERS | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 3 | 1/31/2025 | HUNTER SCHIEL | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 4 | 1/31/2025 | DENNIS SHIRLEY | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 5 | 1/31/2025 | AARON TOLER | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 6 | 1/31/2025 | ARTHUR VANDERWAAL | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 7 | 1/31/2025 | JOSEPH VINCE | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 8 | 1/31/2025 | BARBRA WITT | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 9 | 1/31/2025 | JAKE ZAVALA | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 10 | 1/31/2025 | SOPHIA ZUNIGA | 1 | 20.00 | 14.00 | 0.00 | 14.00 |
| 11 | | | | | | | |
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| | | | | | | | **140.00** |

# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Final Plat Approval-Bluestem Section 7

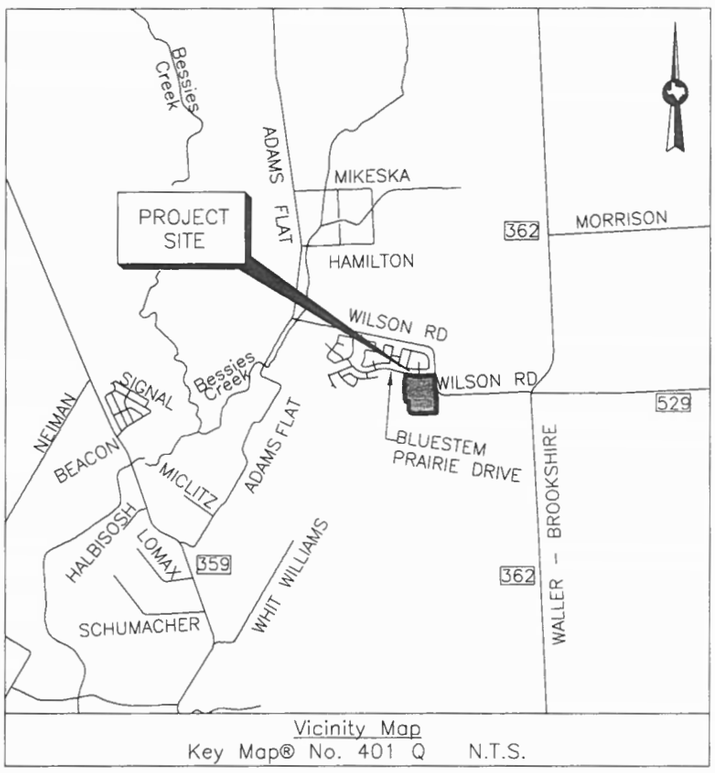
**Date**: April 16, 2025

**Background**

Final Plat of Bluestem Section 7 Subdivision which consists of 27.46 acres will include 132 Lots, 4 Blocks and 2 Reserves in Precinct 3.

**Staff Recommendation**

Approve Plat and accept Construction Bond




Vicinity Map
Key Map® No. 401 Q N.T.S.

# FINAL PLAT OF BLUESTEM SECTION 7

BEING A SUBDIVISION OF 27.46 ACRES OUT OF
THE WILLIAM B. ELLIS SURVEY, A-127,
WALLER COUNTY, TEXAS.

132 LOTS 4 BLOCKS 2 RESERVES

OWNER

HOU-BLUESTEM 17, LLC,
A TEXAS LIMITED LIABILITY COMPANY
13141 NORTHWEST FREEWAY,
HOUSTON, TEXAS 77040
(281) 671-9000

| | | | |
|---|---|---|---|
| MARCH, 2025 | OWNER: HOU-BLUESTEM 17, LLC, A TEXAS LIMITED LIABILITY COMPANY | FINAL PLAT OF BLUESTEM SECTION 7 | EHRA ENGINEERING THE FUTURE SINCE 1936 |
| SHEET 1 OF 19 | | | 10011 MEADOWGLEN LN<br>HOUSTON, TEXAS 77042<br>713-784-4500<br>platting@ehra.team<br>WWW.EHRA.TEAM<br>TBPE No. F-726<br>TBPELS No. 10092300 |

STATE OF TEXAS §

COUNTY OF WALLER §

We, HOU-Bluestem 17, LLC, a Texas limited liability company owner (or owners) of the property subdivided in the above map of the Bluestem Section 7, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration 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.

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 of hereby certify that we are the Owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Bluestem Section 7 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

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

1. That drainage of septic tanks into roads, streets, alleys, or public ditches, streams, 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 dipstyle 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 Bluestem Development Company LLC, a Texas limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

6. There are no underground pipelines within the 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.

WITNESS our hand in Waller County, Texas, this 21, day of March, 2025.

OWNER
HOU-Bluestem 17, LLC,
a Texas limited liability company

BY: _____
Patrick Carrigan-Smith, Corporate Director, Land Development and Acquisitions
HOU-Bluestem 17, LLC, a Texas limited liability company

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Patrick Carrigan-Smith, Corporate Director, Land Development and Acquisitions of HOU-Bluestem 17, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed it for the purposes and considerations set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of March, 2025

VANESSA SMITH
Notary Public, State of Texas
Comm. Expires 07-23-2025
Notary ID 128038648

Vanessa Smith
Notary Public in and for the State of Texas
My Commission expires: 07-23-2025

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

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

Date

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

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 _____, 20__, 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 above written.

Debbie Hollan
Clerk of the County Court
Waller County, Texas

By:_____
Deputy

This is to certify that I, A. Munroe Kelsay, 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 No. 48473C0275E, dated February 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. 48473C0275E, dated February 18, 2009.

A. Munroe Kelsay
Registered Professional Land Surveyor
Texas Registration No. 5580

STATE OF TEXAS
REGISTERED
A. MUNROE KELSAY
5580
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared A. Munroe Kelsay, 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 20th day of March, 2025.

Kaitlin Gile
Notary Public in and for the State of Texas
My Commission expires: 6/13/26

KAITLIN GILE
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13380884-2
EXPIRES June 13, 2026

APPROVED by Commissioners Court of Waller County, Texas, this ____ day of _____, 20__ A.D.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

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

| | | | | |
|---|---|---|---|---|
| MARCH, 2025 | OWNER: HOU-BLUESTEM 17 LLC, A TEXAS LIMITED LIABILITY COMPANY | FINAL PLAT OF BLUESTEM SECTION 7 | EHRA ENGINEERING THE FUTURE SINCE 1936 | 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300 |
| | | | | |
| SHEET 3 OF 19 | | | | |

NOTES:

(1) B.L. indicates Building Line
FND. indicates Found
FT. indicates Foot
I.P. indicates Iron Pipe
N.T.S. indicates Not To Scale
O.P.R.W.C. indicates Official Public Records Waller County
PG. indicates Page
P.O.B. indicates Point Of Beginning
P.U.E. indicates Public Utility Easement
R= indicates Radius
R.O.W. indicates Right-Of-Way
SQ.FT. indicates Square Feet
U.E. indicates Utility Easement
VOL. indicates Volume
W.C.C.F. NO. indicates Waller County Clerk's File Number
W.C.D.R. indicates Waller County Deed Records
(F) indicates Found 5/8" Capped Iron Rod stamped "E.H.R.A. 713-784-4500"

indicates Street Name Change

(2) All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.

(3) All easements extend equidistant from either side of the property and lot lines unless otherwise noted.

(4) 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). Scale factor = 0.999906628611.

(5) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

(6) All lot corners, reserves and block corners are set 5/8" iron rods with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(7) There are no pipelines or pipeline easements within the boundaries of this plat.

(8) 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.

(9) According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0275E and Map No. 48473C0350E, dated February 18, 2009, the subject property appears to be within Unshaded Zone "X"; defined as areas outside the 0.2% annual chance floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ and Associates, Inc.

(10) The property subdivided in the foregoing plat lies in Waller County, Waller County M.U.D. No. 41 and Royal Independent School District.

(11) A subdivision variance has been approved to allow a minimum lot width of 40' by Waller County Commissioners Court on July 28, 2021.

(12) A subdivision variance has been approved to allow a minimum right-of-way width of 60' to 50' by Waller County Commissioners Court on July 28, 2021.

(13) A subdivision variance has been approved to allow a cul-de-sac right-of-way radius of 50' with a corresponding 42' pavement radius by Waller County Commissioners Court on July 28, 2021.

(14) A subdivision variance has been approved to allow a minimum centerline radius of 300 feet with a minimum tangent of 50 feet between the reverse curves by Waller County Commissioners Court on March 2, 2022.

(15) One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded subdivision 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.

(16) The proposed land uses for Bluestem Section 7 shall consist of residential, right-of-way, landscape, and open space.

(17) Tract is subject to Affidavit to the Public as recorded under County Clerk's File No.2210774 of the Official records of Waller County, Texas.

| RESERVE TABLE | | |
|---|---|---|
| RESERVE | RESTRICTED TO | AREA |
| A | LANDSCAPE, OPEN SPACE & UTILITY USES | 0.8961 ACRES / 39,035 SQ. FT. |
| B | LANDSCAPE, OPEN SPACE & UTILITY USES | 0.1619 ACRE / 7,054 SQ. FT. |
| | | TOTAL ACREAGE = 1.0580 ACRES |



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TBPE No. F-726
TBPELS No. 10092300

OWNER'S RESPONSIBILITIES:

(1) No structure in this subdivision shall be occupied until connected to a public sewer system which has been approved and permitted by Waller County Environmental Department.

(2) No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system.

(3) 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:
(a) For a subdivision of fewer than 50 houses, 2,500 gallons of storage: or
(b) For a subdivision of 50 or more houses, 2,500 gallons of storage with a centralized water system or 5,000 gallons of storage.

(4) 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.

(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.

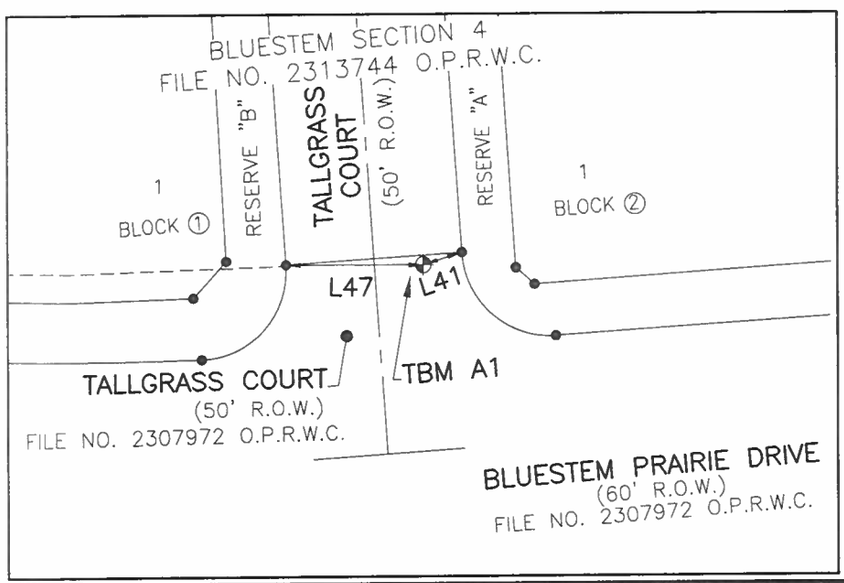
(7) The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

(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 HOU-Bluestem 17, LLC, a Texas limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

(9) 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.

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S19°21'32"E | 62.05' |
| L2 | N89°32'01"E | 16.45' |
| L3 | N79°18'10"W | 45.95' |
| L4 | N60°49'50"W | 42.39' |
| L5 | N49°11'58"W | 42.25' |
| L6 | N32°55'00"W | 42.51' |
| L7 | N15°52'44"W | 42.60' |
| L8 | N05°37'53"W | 53.12' |
| L9 | S87°10'03"W | 94.25' |
| L10 | N02°49'57"W | 50.00' |
| L11 | N02°49'05"W | 50.00' |
| L12 | N14°22'29"E | 71.12' |
| L13 | S75°37'31"E | 86.14' |
| L14 | N87°10'03"E | 129.24' |
| L15 | N02°49'57"W | 155.26' |
| L16 | S88°54'18"W | 175.18' |
| L17 | N02°49'57"W | 172.92' |
| L18 | N11°09'00"W | 33.54' |
| L19 | N87°10'03"E | 107.60' |
| L20 | S37°16'17"E | 5.57' |
| L21 | S42°10'03"W | 7.57' |
| L22 | N17°26'51"E | 22.13' |
| L23 | N47°34'30"W | 7.38' |
| L24 | N43°02'11"E | 8.20' |
| L25 | S87°10'03"W | 104.99' |
| L26 | N47°57'16"W | 7.47' |
| L27 | N01°09'28"W | 50.35' |
| L28 | N03°21'11"E | 69.37' |
| L29 | N08°57'58"E | 79.53' |
| L30 | N14°02'07"E | 70.63' |
| L31 | N61°33'37"E | 66.21' |
| L32 | S76°15'54"E | 94.54' |
| L33 | S80°11'15"E | 66.80' |
| L34 | S83°16'15"E | 49.54' |
| L35 | S85°57'41"E | 49.54' |
| L36 | S88°39'09"E | 49.55' |
| L37 | N88°39'18"E | 49.57' |
| L38 | N86°35'09"E | 49.98' |
| L39 | S48°22'09"E | 109.30' |
| L40 | N56°33'07"W | 39.38' |
| L41 | S71°56'10"W | 11.52' |
| L42 | N42°10'03"E | 7.42' |
| L43 | S87°10'03"W | 105.00' |
| L44 | S87°10'03"W | 50.01' |
| L45 | N02°49'57"W | 45.68' |
| L46 | N14°22'29"E | 126.12' |
| L47 | S89°45'23"E | 38.93' |




**DETAIL**
**TEMPORARY BENCHMARK (TBM) A1**
SCALE: 1"=50'
CUT BOX IN CONCRETE
ELEV.=181.35'
PROJECT BENCHMARK: NGS NO. AW2192
ELEV. 203.756'
(SEE SHEET 12)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FIELD DESCRIPTION

FIELD NOTES of a 27.46 acre tract of land situated in the William B. Ellis Survey Abstract No. 127, Waller County, Texas; said 27.46 acre tract of land being all of a called 27.46 acre tract of land described in deed and recorded under Waller County Clerk's File No. (W.C.C.F. No.) 2411107; said 27.46 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 = 0.999906628611.

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found at the West end of a return at the intersection of the Westerly right-of-way line of Wilson Road (width varies) as recorded in Volume 184, Page 589 of the Waller County Deed Records, and the Southerly right-of-way line of Bluestem Prairie Drive (60 feet wide) and recorded in File No. 2307972 of the Official Public Records of Waller County (O.P.R.W.C.), being in the arc of a non-tangent curve to the right.

1) THENCE along said return and said non-tangent curve to the right having a radius of 30.00 feet, a central angle of 91°10'02", an arc length of 47.74 feet and a chord bearing South 48°19'20" East, a distance of 42.86 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for the South end of said return and the point of tangency in the Westerly right-of-way line of said Wilson Road.

2) THENCE South 02°45'37" East along the Easterly line of this tract of land and the Westerly right-of-way line of said Wilson Road a distance of 402.79 feet to a 1/2-inch iron pipe found for an angle point.

3) THENCE South 19°21'32" East along the Easterly line of this tract of land and the Westerly right-of-way line of said Wilson Road a distance of 62.05 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

4) THENCE South 02°44'52" East along the Easterly line of this tract of land and the Westerly right-of-way line of said Wilson Road a distance of 252.12 feet to a 1/2-inch iron pipe found for an angle point.

5) THENCE North 89°32'01" East along the Easterly line of this tract of land and the Westerly right-of-way line of said Wilson Road a distance of 16.45 feet to a 5/8-inch iron rod found for the Northwest corner of a called 21.360 acre tract of land as described in deed and recorded in W.C.C.F. No. 151370.

6) THENCE South 01°13'22" West along the Easterly line of this tract of land and the Westerly line of said 21.360 acre tract a distance of 494.31 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land, in the Westerly line of said 21.360 acre tract and the Easterly line of said 70.904 acre tract.

7) THENCE South 87°40'57" West along the Southerly line of this tract of land a distance of 738.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

8) THENCE North 79°18'10" West along the Southwesterly line of this tract of land a distance of 45.95 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

9) THENCE North 60°49'50" West along the Southwesterly line of this tract of land a distance of 42.39 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

10) THENCE North 49°11'58" West along the Southwesterly line of this tract of land a distance of 42.25 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

11) THENCE North 32°55'00" West along the Southwesterly line of this tract of land a distance of 42.51 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

12) THENCE North 15°52'44" West along the Southwesterly line of this tract of land a distance of 42.60 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

13) THENCE North 05°37'53" West along the Southwesterly line of this tract of land a distance of 53.12 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for an angle point.

14) THENCE North 02°49'57" West along the Westerly line of this tract of land a distance of 218.95 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner.

15) THENCE South 87°10'03" West along the Westerly line of this tract of land a distance of 94.25 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner.

16) THENCE North 02°49'57" West along the Westerly line of this tract of land a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner, being in the arc of a non-tangent curve to the right.

17) THENCE along Westerly line of this tract of land and said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing North 47°49'57" West, a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the point of tangency.

18) THENCE North 02°49'57" West along the Westerly line of this tract of land a distance of 396.91 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature to the right.

19) THENCE along Westerly line of this tract of land and said curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing North 42°10'03" East, a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner.



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FIELD DESCRIPTION CONTINUED:

20) THENCE North 02°49'05" West along the Westerly line of this tract of land a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner, being in the arc of a non-tangent curve to the right.

21) THENCE along the Westerly line of this tract of land and said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 90°19'48", an arc length of 39.41 feet and a chord bearing North 47°40'03" West, a distance of 35.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of compound curvature.

22) THENCE along the Westerly line of this tract of land and said compound curve to the right having a radius of 775.00 feet, a central angle of 16°52'38", an arc length of 228.28 feet and a chord bearing North 05°56'10" East, a distance of 227.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the point of tangency.

23) THENCE North 14°22'29" East along the Westerly line of this tract of land a distance of 71.12 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature to the right.

24) THENCE along said curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing North 59°22'29" East, a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point in the Northerly line of this tract of land and in the Southerly right-of-way line of said Bluestem Prairie Drive and the point of tangency.

25) THENCE South 75°37'31" East along the Northerly line of this tract of land and the Southerly right-of-way line of said Bluestem Prairie Drive a distance of 86.14 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for a point of curvature to the left.

26) THENCE along the Northerly line of this tract of land, the Southerly right-of-way line of said Bluestem Prairie Drive and along said curve to the left having a radius of 1,030.00 feet, a central angle of 18°16'51", an arc length of 328.63 feet and a chord bearing South 84°45'56" East, a distance of 327.24 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for the point of tangency.

27) THENCE North 86°05'39" East along the Northerly line of this tract of land and the Southerly right-of-way line of said Bluestem Prairie Drive a distance of 480.59 feet to the PLACE OF BEGINNING; containing within said boundaries a calculated area of 27.46 acres (1,196,042 sq.ft.) of land.



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| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
| C1 | 30.00' | 91°10'02" | 47.74' | S48°19'20"E | 42.86' |
| C2 | 25.00' | 90°00'00" | 39.27' | N47°49'57"W | 35.36' |
| C3 | 25.00' | 90°00'00" | 39.27' | N42°10'03"E | 35.36' |
| C4 | 25.00' | 90°19'48" | 39.41' | N47°40'03"W | 35.46' |
| C5 | 775.00' | 16°52'38" | 228.28' | N05°56'10"E | 227.46' |
| C6 | 25.00' | 90°00'00" | 39.27' | N59°22'29"E | 35.36' |
| C7 | 1030.00' | 18°16'51" | 328.63' | S84°45'56"E | 327.24' |
| C8 | 50.00' | 90°00'00" | 78.54' | N47°49'57"W | 70.71' |
| C9 | 620.00' | 6°24'20" | 69.32' | N00°22'13"E | 69.28' |
| C10 | 50.00' | 95°55'45" | 83.71' | N51°32'16"E | 74.27' |
| C11 | 1200.00' | 12°20'05" | 258.34' | S86°39'54"E | 257.84' |
| C12 | 50.00' | 90°00'00" | 78.54' | S47°49'57"E | 70.71' |
| C13 | 50.00' | 90°30'54" | 78.99' | S42°25'30"W | 71.03' |
| C14 | 1000.00' | 1°13'21" | 21.34' | S88°17'38"W | 21.34' |
| C15 | 50.00' | 88°15'45" | 77.02' | N46°57'49"W | 69.63' |
| C16 | 300.00' | 8°19'03" | 43.55' | N06°59'28"W | 43.51' |
| C17 | 800.00' | 8°19'03" | 116.13' | N83°00'32"E | 116.03' |
| C18 | 800.00' | 8°19'03" | 116.13' | N83°00'32"E | 116.03' |
| C19 | 825.00' | 5°47'37" | 83.42' | N84°16'15"E | 83.39' |
| C20 | 25.00' | 91°03'44" | 39.73' | S53°05'41"E | 35.68' |
| C21 | 275.00' | 4°43'53" | 22.71' | S05°11'53"E | 22.70' |
| C22 | 25.00' | 21°02'22" | 9.18' | S07°41'14"W | 9.13' |
| C23 | 50.00' | 130°20'29" | 113.74' | S46°57'49"E | 90.76' |
| C24 | 25.00' | 21°02'22" | 9.18' | N78°23'07"E | 9.13' |
| C25 | 1025.00' | 1°13'21" | 21.87' | N88°17'38"E | 21.87' |
| C26 | 25.00' | 21°02'22" | 9.18' | S81°47'52"E | 9.13' |
| C27 | 50.00' | 132°35'38" | 115.71' | N42°25'30"E | 91.56' |
| C28 | 25.00' | 21°02'22" | 9.18' | N13°21'08"W | 9.13' |
| C29 | 25.00' | 21°02'22" | 9.18' | N07°41'14"E | 9.13' |
| C30 | 50.00' | 132°04'44" | 115.26' | N47°49'57"W | 91.38' |
| C31 | 25.00' | 21°02'22" | 9.18' | S76°38'52"W | 9.13' |
| C32 | 1175.00' | 12°33'10" | 257.43' | N86°33'22"W | 256.91' |
| C33 | 25.00' | 21°42'01" | 9.47' | N69°25'46"W | 9.41' |
| C34 | 50.00' | 136°55'33" | 119.49' | S52°57'28"W | 93.02' |
| C35 | 25.00' | 19°51'23" | 8.66' | S05°34'37"E | 8.62' |
| C36 | 645.00' | 6°36'25" | 74.38' | S01°02'52"W | 74.34' |
| C37 | 25.00' | 89°25'24" | 39.02' | S42°27'21"W | 35.18' |
| C38 | 775.00' | 8°19'03" | 112.50' | N83°00'32"E | 112.41' |
| C39 | 825.00' | 8°19'03" | 119.76' | N83°00'32"E | 119.66' |
| C40 | 25.00' | 90°00'00" | 39.27' | N42°10'03"E | 35.36' |
| C41 | 25.00' | 90°00'00" | 39.27' | N47°49'57"W | 35.36' |
| C42 | 25.00' | 64°27'12" | 28.12' | S54°56'27"W | 26.66' |
| C43 | 50.00' | 154°27'13" | 134.79' | N80°03'32"W | 97.53' |
| C44 | 25.00' | 90°00'00" | 39.27' | N47°49'57"W | 35.36' |
| C45 | 25.00' | 90°00'00" | 39.27' | S42°10'03"W | 35.36' |
| C46 | 25.00' | 90°00'00" | 39.27' | N47°49'57"W | 35.36' |
| C47 | 595.00' | 6°24'20" | 66.52' | N00°22'13"E | 66.49' |
| C48 | 25.00' | 95°55'45" | 41.86' | N51°32'16"E | 37.14' |
| C49 | 1225.00' | 12°20'05" | 263.72' | S86°39'54"E | 263.21' |
| C50 | 25.00' | 90°00'00" | 39.27' | S47°49'57"E | 35.36' |
| C51 | 775.00' | 8°19'03" | 112.50' | N83°00'32"E | 112.41' |
| C52 | 25.00' | 90°00'00" | 39.27' | S47°49'57"E | 35.36' |
| C53 | 25.00' | 90°30'54" | 39.49' | S42°25'30"W | 35.51' |
| C54 | 975.00' | 1°13'21" | 20.80' | S88°17'38"W | 20.80' |
| C55 | 25.00' | 88°15'45" | 38.51' | N46°57'49"W | 34.82' |
| C56 | 325.00' | 5°37'18" | 31.89' | N05°38'36"W | 31.87' |
| C57 | 25.00' | 87°18'15" | 38.09' | N35°11'53"E | 34.51' |
| C58 | 800.00' | 17°12'26" | 240.26' | N05°46'16"E | 239.36' |




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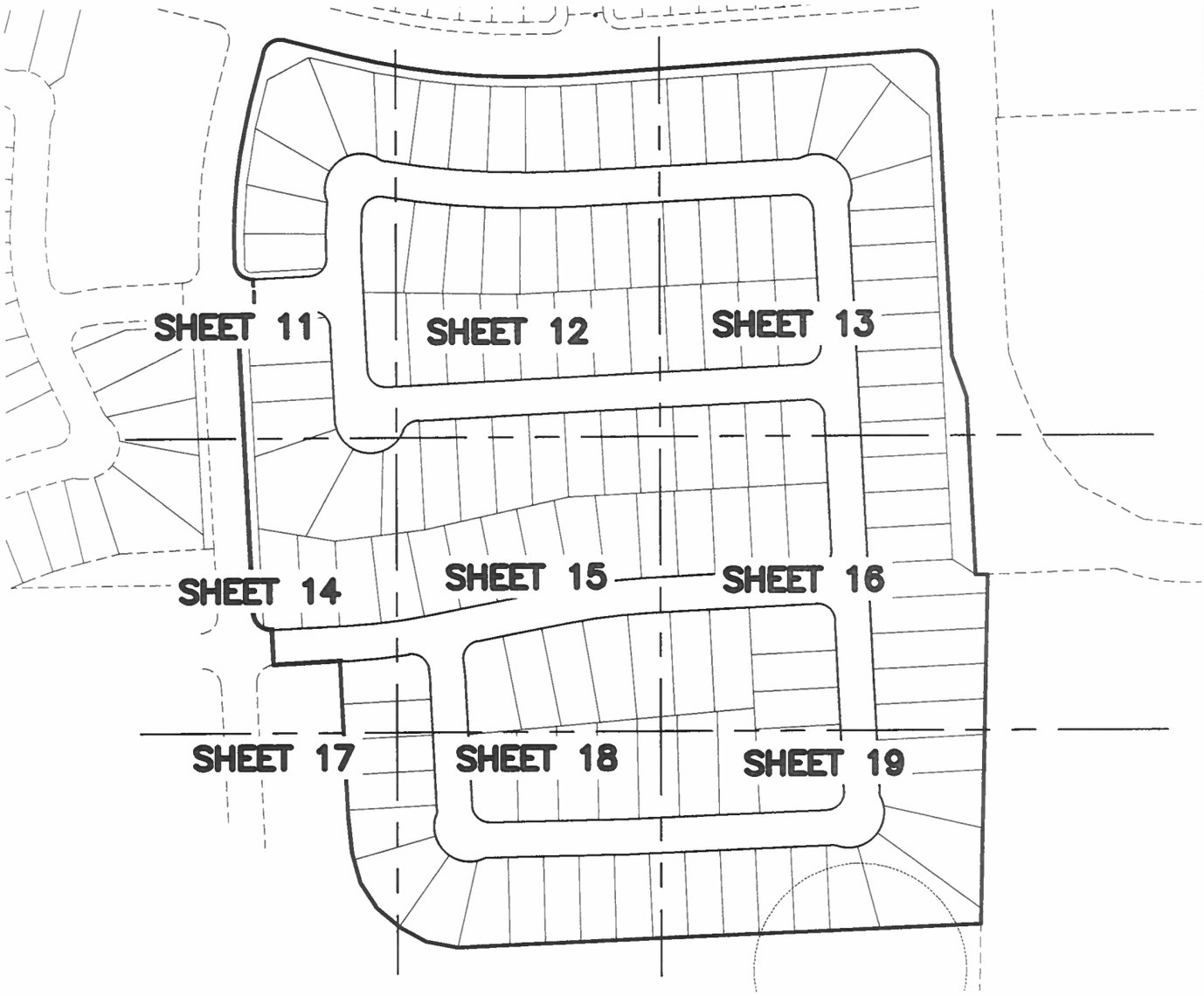


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| MARCH, 2025 | OWNER:<br>HOU–BLUESTEM 17, LLC,<br>A TEXAS LIMITED<br>LIABILITY COMPANY | FINAL PLAT OF<br>BLUESTEM<br>SECTION 7 | EHRA<br>ENGINEERING THE FUTURE<br>SINCE 1936 |
| | | | 10011 MEADOWGLEN LN<br>HOUSTON, TEXAS 77042<br>713-784-4500<br>platting@ehra.team<br>WWW.EHRA.TEAM<br>TBPE No. F-726<br>TBPELS No. 10092300 |
| SHEET 9 OF 19 | | | |

| ADDRESS TABLE | | | |
|---|---|---|---|
| BLOCK | LOT | STREET | NUMBER |
| 1 | 1 | MUSTANG GROVE WAY | 3001 |
| | 2 | | 3005 |
| | 3 | | 3009 |
| | 4 | | 3013 |
| | 5 | | 3017 |
| | 6 | | 3021 |
| | 7 | | 3025 |
| | 8 | | 3029 |
| | 9 | | 3033 |
| | 10 | | 3037 |
| | 11 | | 3041 |
| | 12 | | 3045 |
| | 13 | | 3049 |
| | 14 | | 3053 |
| | 15 | | 3057 |
| | 16 | | 3061 |
| | 17 | | 3065 |
| | 18 | | 3069 |
| | 19 | | 3073 |
| | 20 | | 3077 |
| | 21 | | 3081 |
| | 22 | | 3085 |
| | 23 | | 3089 |
| | 24 | | 3093 |
| | 25 | | 3097 |
| | 26 | | 3101 |
| | 27 | | 3105 |
| | 28 | | 3109 |
| | 29 | | 3113 |
| | 30 | | 3117 |
| | 31 | | 3121 |
| | 32 | | 3125 |
| | 33 | | 3129 |
| | 34 | | 3133 |
| | 35 | | 3137 |
| | 36 | | 3141 |
| | 37 | | 3145 |
| | 38 | | 3149 |
| | 39 | | 3153 |
| | 40 | | 3157 |
| | 41 | | 3161 |
| | 42 | | 3165 |
| | 43 | | 3169 |
| | 44 | | 3173 |
| | 45 | | 3177 |
| | 46 | | 3181 |
| | 47 | | 3185 |
| | 48 | | 3189 |
| | 49 | | 3193 |
| | 50 | | 3197 |
| | 51 | | 3201 |
| | 52 | | 3205 |
| | 53 | | 3209 |
| | 54 | | 3213 |
| | 55 | | 3217 |
| | 56 | | 3221 |
| | 57 | | 3225 |
| | RESERVE "A" | ROUND TREE LANE | 3009 |
| 2 | 1 | MUSTANG GROVE WAY | 3020 |
| | 2 | | 3024 |
| | 3 | | 3028 |
| | 4 | | 3032 |
| | 5 | | 3036 |
| | 6 | | 3040 |
| | 7 | | 3044 |
| | 8 | | 3048 |
| | 9 | | 3052 |
| | 10 | | 3056 |
| | 11 | | 3060 |
| | 12 | | 3064 |
| | 13 | SILVERPOINT LANE | 3065 |
| | 14 | | 3061 |
| | 15 | | 3057 |
| | 16 | | 3053 |
| | 17 | | 3049 |
| | 18 | | 3045 |
| | 19 | | 3041 |
| | 20 | | 3037 |
| | 21 | | 3033 |
| | 22 | | 3029 |
| | 23 | | 3025 |
| | 24 | | 3021 |
| 3 | 1 | SILVERPOINT LANE | 3000 |
| | 2 | | 3004 |
| | 3 | | 3008 |
| | 4 | | 3012 |
| | 5 | | 3016 |
| | 6 | | 3020 |
| | 7 | | 3024 |
| | 8 | | 3028 |
| | 9 | | 3032 |
| | 10 | | 3036 |
| | 11 | | 3040 |
| | 12 | | 3044 |
| | 13 | | 3048 |
| | 14 | | 3052 |
| | 15 | | 3056 |
| | 16 | | 3060 |
| | 17 | | 3064 |
| | 18 | ROSEMARY DRIVE | 3057 |
| | 19 | | 3053 |
| | 20 | | 3049 |
| | 21 | | 3045 |
| | 22 | | 3041 |
| | 23 | | 3037 |
| | 24 | | 3033 |
| | 25 | | 3029 |
| | 26 | | 3025 |
| | 27 | | 3021 |
| | 28 | | 3017 |
| | 29 | | 3013 |
| | 30 | | 3009 |
| | 31 | | 3005 |
| | 32 | | 3001 |
| | RESERVE "B" | ROUNDTREE LANE | 3029 |
| 4 | 1 | ROSEMARY DRIVE | 3020 |
| | 2 | | 3024 |
| | 3 | | 3028 |
| | 4 | | 3032 |
| | 5 | | 3036 |
| | 6 | | 3040 |
| | 7 | | 3044 |
| | 8 | MUSTANG GROVE WAY | 3124 |
| | 9 | | 3128 |
| | 10 | | 3132 |
| | 11 | | 3136 |
| | 12 | | 3140 |
| | 13 | | 3144 |
| | 14 | | 3148 |
| | 15 | | 3152 |
| | 16 | | 3156 |
| | 17 | | 3160 |
| | 18 | | 3164 |
| | 19 | | 3168 |




EHRA
ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
platting@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
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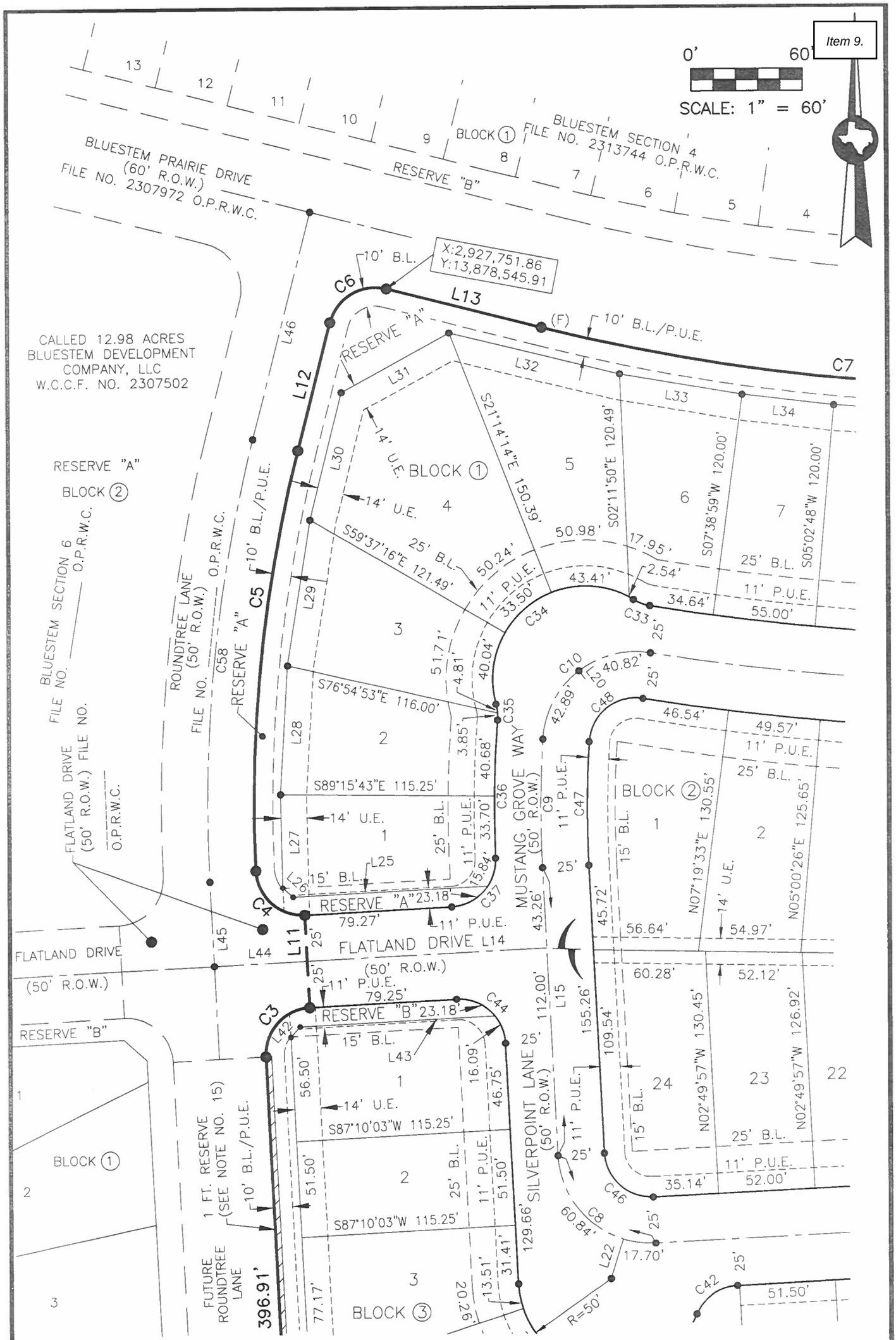


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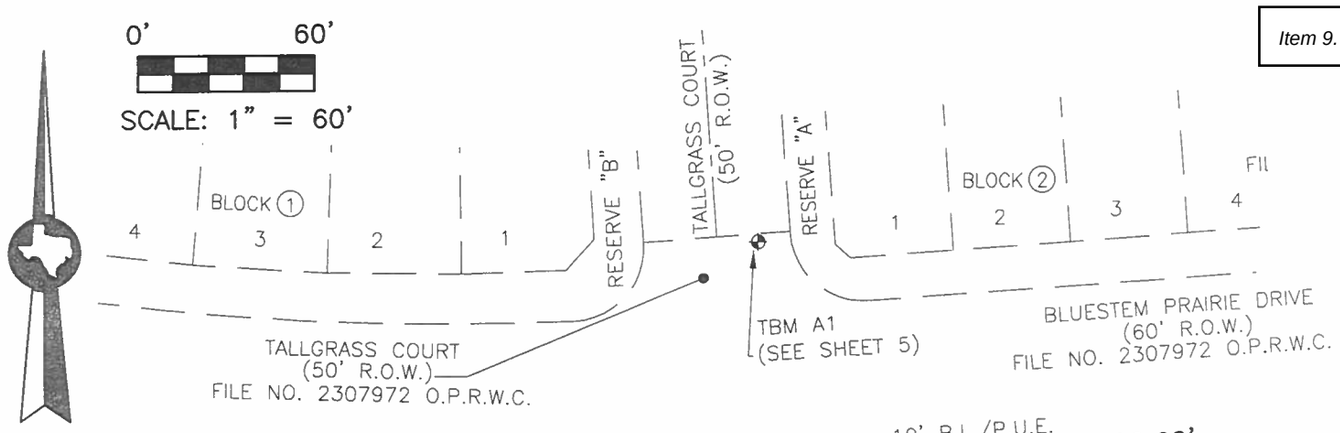
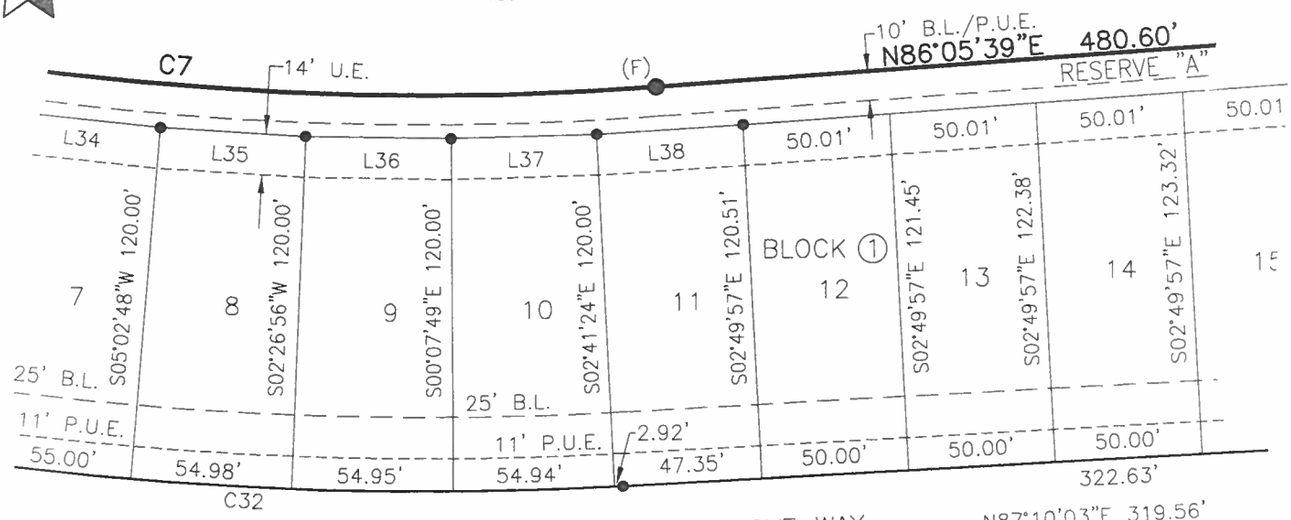
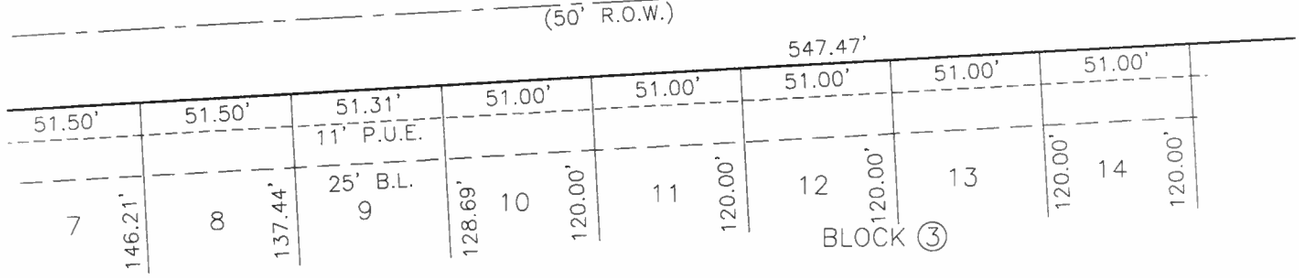
| MARCH, 2025 | OWNER: HOU–BLUESTEM 17, LLC, A TEXAS LIMITED LIABILITY COMPANY | FINAL PLAT OF BLUESTEM SECTION 7 | EHRA ENGINEERING THE FUTURE SINCE 1936 | 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300 |
| SHEET 11 OF 19 | | | | |



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| SHEET 12 OF 19 | | | 10011 MEADOWGLEN LN<br>HOUSTON, TEXAS 77042<br>713-784-4500<br>platting@ehra.team<br>WWW.EHRA.TEAM<br>TBPE No. F-726<br>TBPELS No. 10092300 |

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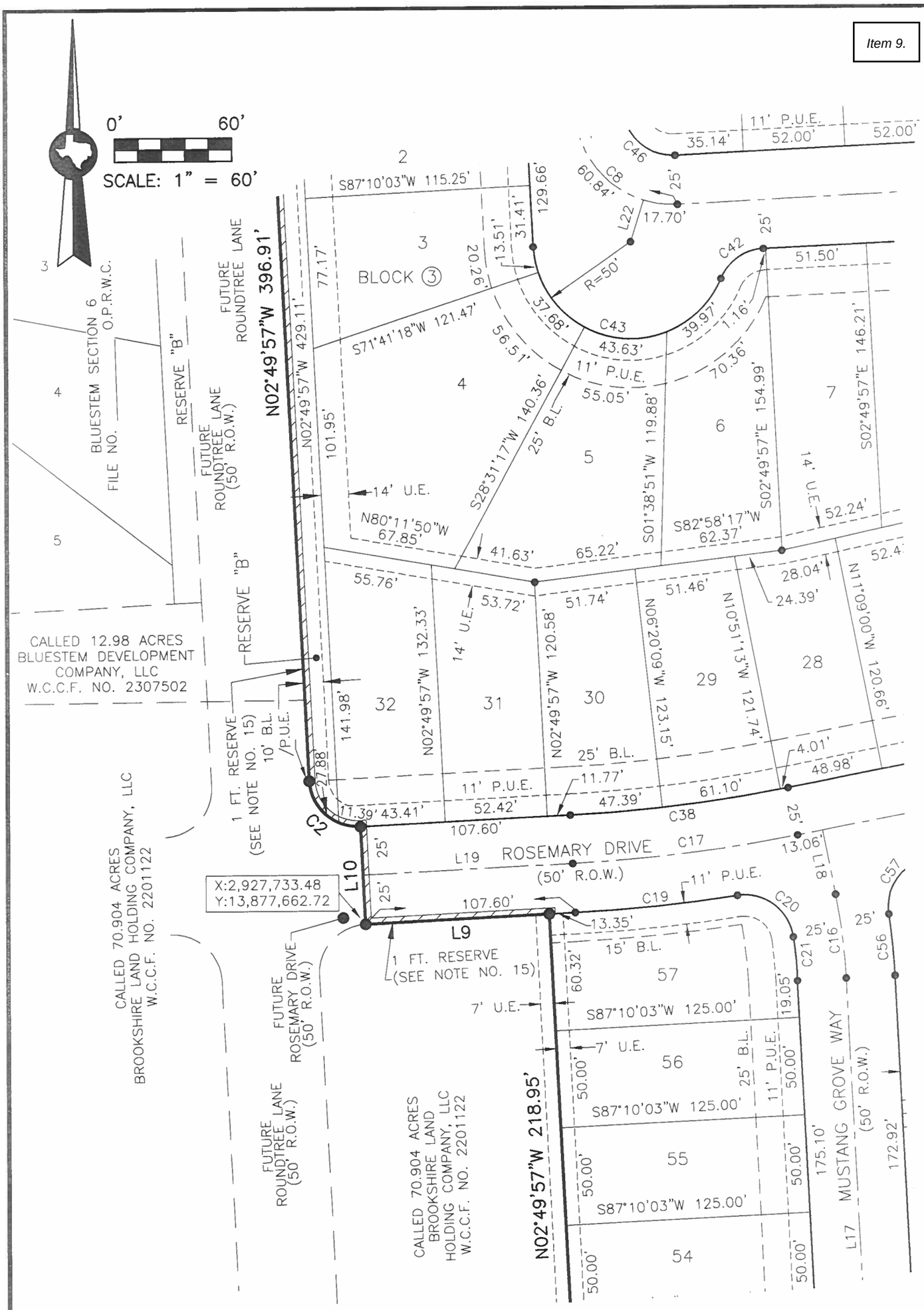


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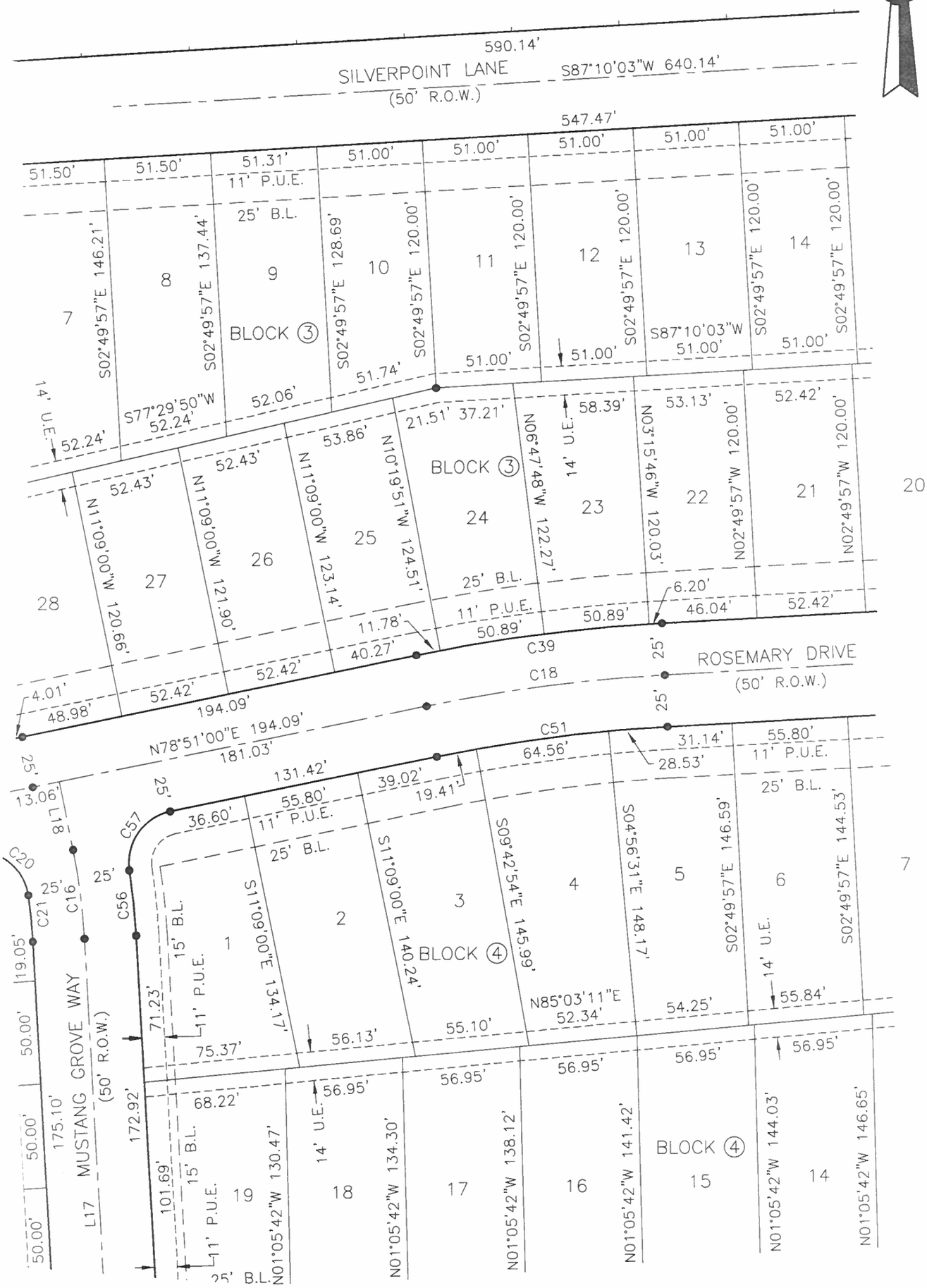
| MARCH, 2025 | OWNER: HOU–BLUESTEM 17, LLC, A TEXAS LIMITED LIABILITY COMPANY | FINAL PLAT OF BLUESTEM SECTION 7 | EHRA ENGINEERING THE FUTURE SINCE 1936 |
| SHEET 14 OF 19 | | | 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300 |

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| SHEET 15 OF 19 | | | | |

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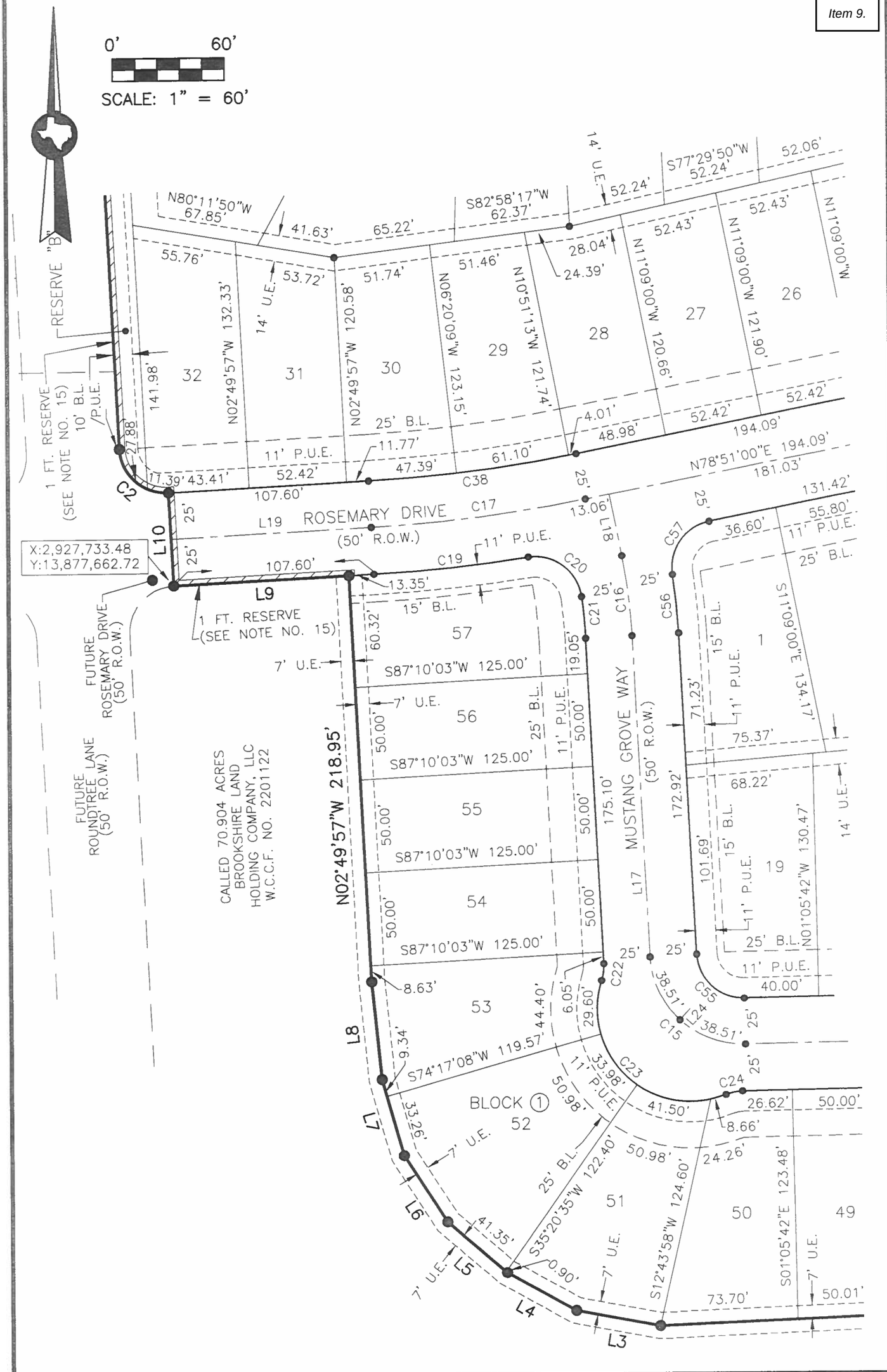


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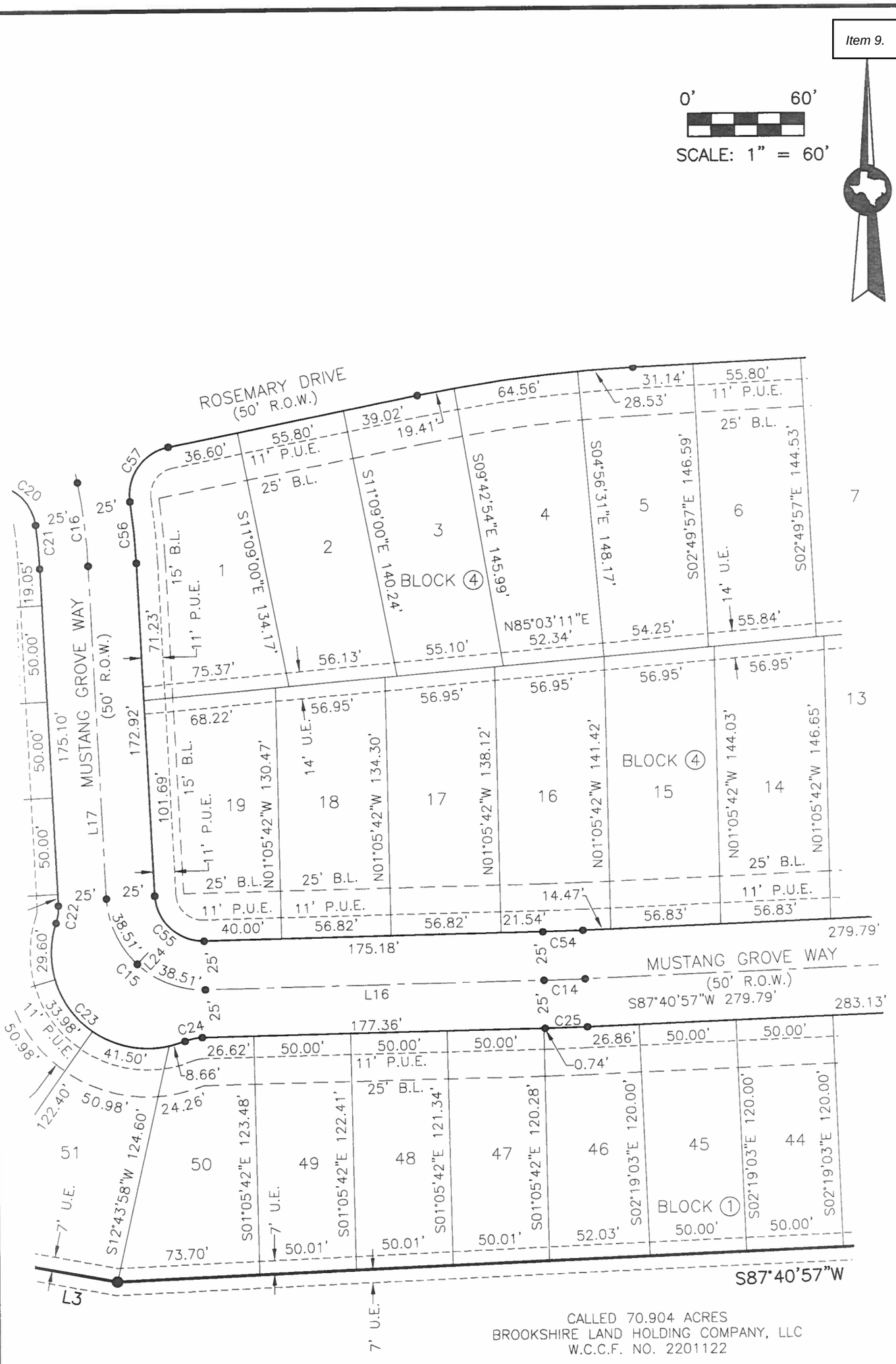
| SHEET 17 OF 19 | | | 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300 |

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| SHEET 18 OF 19 | | | |

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
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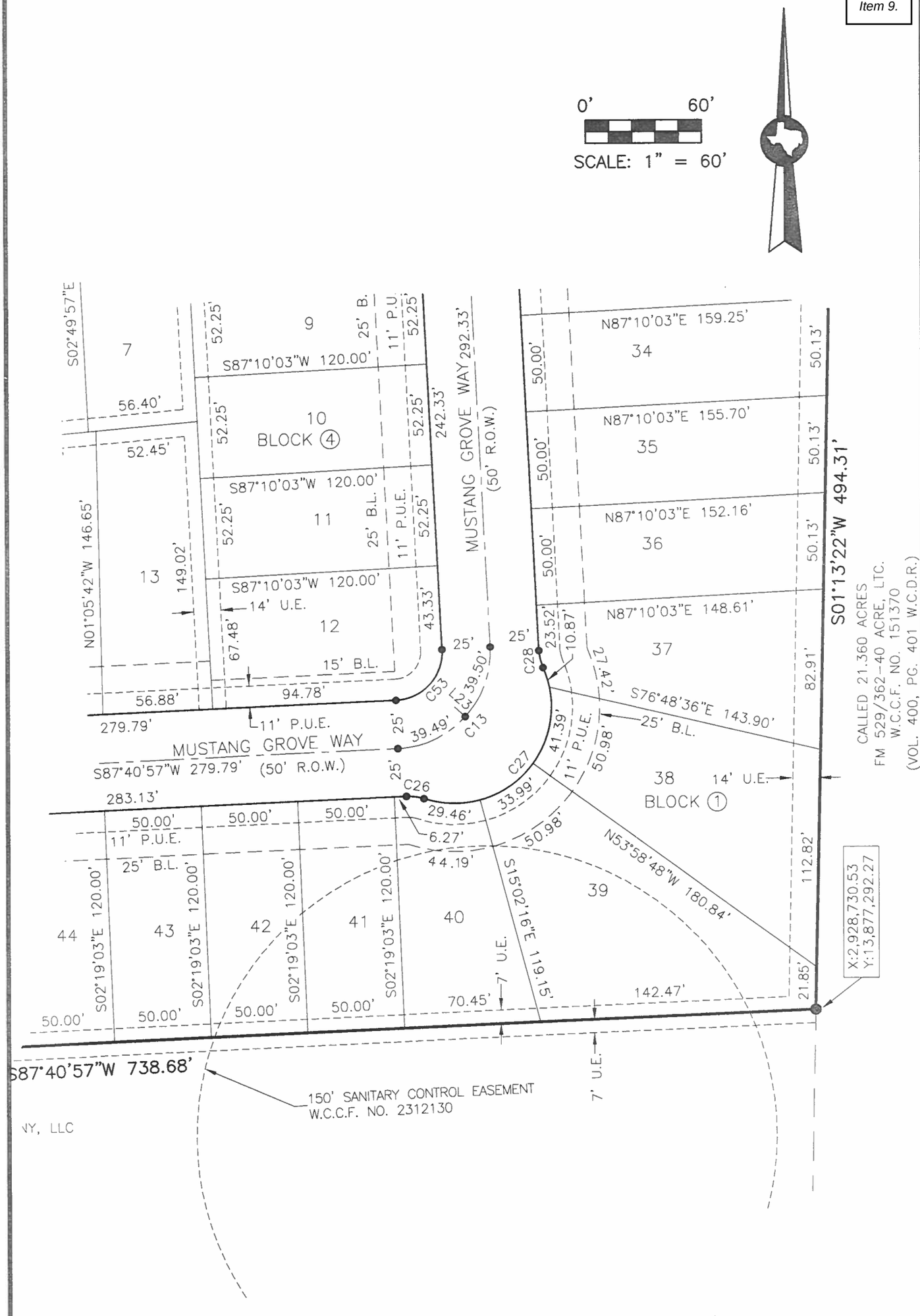


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| SHEET 19 OF 19 | | | 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300 |

# WALLER COUNTY

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

## MEMORANDUM

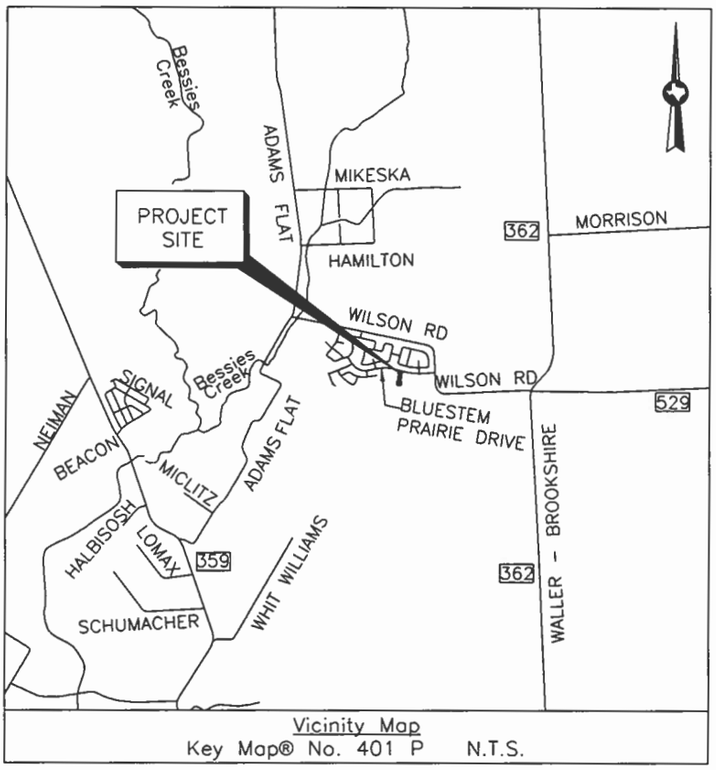
**To:** Honorable Commissioners' Court

**Item:** Final Plat Approval-Roundtree Lane Phase 1

**Date**: April 16, 2025

**Background**
Final Plat of Roundtree Lane Phase 1 Subdivision which consists of 0.5718 acre in Precinct 3.

**Staff Recommendation**
Approve Plat and accept Construction Bond




# FINAL PLAT OF ROUNDTREE LANE PHASE 1

## BEING A SUBDIVISION OF 0.5718 OF ONE ACRE OUT OF THE WILLIAM B. ELLIS SURVEY, A-127, WALLER COUNTY, TEXAS.

### OWNER

BLUESTEM DEVELOPMENT
HOLDING COMPANY, LLC,
A TEXAS LIMITED LIABILITY COMPANY
206 EAST 9TH STREET, SUITE 1300
AUSTIN, TEXAS 78701
(713) 452-1700

STATE OF TEXAS }

COUNTY OF WALLER }

We, Bluestem Development Holding Company, LLC, a Texas limited liability company owner (or owners) of the property subdivided in the above map of the Roundtree Lane Phase 1, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration 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.

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, 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 dipstyle 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 Bluestem Development Holding Company, LLC, a Texas limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

6. There are no underground pipelines within the 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.

WITNESS our hand in Waller County, Texas, this 25th day of March, 2025.

OWNER
Bluestem Development Holding Company, LLC,
a Texas limited liability company

BY: _____
Daniel K. Signorelli, Manager
Bluestem Development Holding Company, LLC

STATE OF TEXAS }

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Daniel K. Signorelli, Manager of Bluestem Development Company LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed it for the purposes and considerations set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of March, 2025.

ELVIE AVANTS
Notary Public, State of Texas
Comm. Expires 12-04-2026
Notary ID 11318558

_____
Notary Public in and for the State of Texas
My Commission expires: 12.04.2026

I, J. Ross McCall, P.E., County Engineer of Waller County, Texas, certify that the plat of this subdivision c 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

This is to certify that I, A. Munroe Kelsay, 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 No. 48473C0275E, dated February 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. 48473C0275E, dated February 18, 2009.

A. Munroe Kelsay
Registered Professional Land Surveyor
Texas Registration No. 5580

STATE OF TEXAS
REGISTERED
A. MUNROE KELSAY
5580
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared A. Munroe Kelsay, 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 4th day of March 2025.

Kaitlin Gile
Notary Public in and for the State of Texas
My Commission expires: 6/13/26

KAITLIN GILE
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13380884-2
EXPIRES June 13, 2026

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 _____, 20__, 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 above written.

Debbie Hollan
Clerk of the County Court
Waller County, Texas

By:_____
Deputy

APPROVED by Commissioners Court of Waller County, Texas, this _____ day of _____, 20__ A.D.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

NOTES:

(1) B.L. indicates Building Line
N.T.S. indicates Not To Scale
O.P.R.W.C. indicates Offical Public Records Waller County
PG. indicates Page
P.O.B. indicates Point Of Beginning
P.O.C. indicates Point Of Commencing
P.U.E. indicates Public Utility Easement
R.O.W. indicates Right Of Way
SQ.FT. indicates Square Feet
TBM indicates Temporary Benchmark
U.E. indicates Utility Easement
VOL. indicates Volume
W.C.C.F. NO. indicates Waller County Clerk's File Number
W.C.D.R. indicates Waller County Deed Records
(F) indicates Found 5/8" Iron Rod with cap stamped "E.H.R.A. 713-784-4500"

(2) 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). Scale factor = 0.999906628611.

(3) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

(4) All lot corners, reserves and block corners are set 5/8" iron rods with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

(5) There are no pipelines or pipeline easements within the boundaries of this plat.

(6) 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.

(7) According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0275E and Map No. 48473C0350E, dated February 18, 2009, the subject property appears to be within Unshaded Zone "X"; defined as areas outside the 0.2% annual chance floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ and Associates, Inc.

(8) The property subdivided in the foregoing plat lies in Waller County, Waller County M.U.D. No. 41 and Royal Independent School District.

(9) A subdivision variance has been approved to allow a minimum lot width of 40' by Waller County Commissioners Court on July 28, 2021.

(10) A subdivision variance has been approved to allow a minimum right-of-way width of 60' to 50' by Waller County Commissioners Court on July 28, 2021.

(11) A subdivision variance has been approved to allow a cul-de-sac right-of-way radius of 50' with a corresponding 42' pavement radius by Waller County Commissioners Court on July 28, 2021.

(12) A subdivision variance has been approved to allow a minimum centerline radius of 300 feet with a minimum tangent of 50 feet between the reverse curves by Waller County Commissioners Court on March 2, 2022.

(13) One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded subdivision 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.

OWNER'S RESPONSIBILITIES:

(1) No structure in this subdivision shall be occupied until connected to a public sewer system which has been approved and permitted by Waller County Environmental Department.

(2) No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system.

(3) 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:
(a) For a subdivision of fewer than 50 houses, 2,500 gallons of storage: or
(b) For a subdivision of 50 or more houses, 2,500 gallons of storage with a centralized water system or 5,000 gallons of storage.

(4) 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) foot 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.

(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.

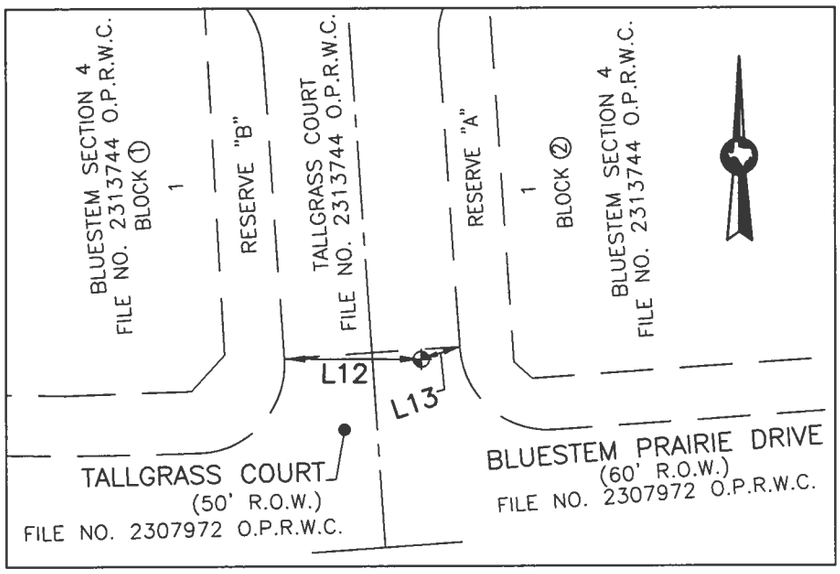
(6) The County assumes no responsibility for the accuracy of representations by other parties on the plat. Floodplain data, in particular, may change depending on subsequent development.

(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 Bluestem Development Company LLC, a Texas Limited Liability Company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

(9) 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.




DETAIL
TEMPORARY BENCHMARK (TBM) A1
(SEE SHEET 9)
SCALE: 1"=50'
CUT BOX IN CONCRETE
ELEV.=181.35'
PROJECT BENCHMARK: NGS NO. AW2192
ELEV. 203.756'
(SEE SHEET 9)



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
platting@ehra.team
TBPE No. F-726
TBPELS No. 10092300

FIELD NOTES of a 0.5718 of one acre tract of land situated in the William B. Ellis Survey Abstract No. 1[illegible] County, Texas; said 0.5718 of one acre tract of land being out of and a part of a called 12.98 acre tract [illegible] conveyed to Bluestem Development Company, LLC and recorded under Waller County Clerk's File No. (W.C.[illegible] 2307502; said 0.5718 of one 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 = 0.999906628611.

COMMENCING at 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found at the West end of a return at the intersection of the Westerly right-of-way line of Wilson Road (width varies-as occupied) as recorded in Volume 184, Page 589 of the Waller County Deed Records (W.C.D.R.) and the Southerly right-of-way line of Bluestem Prairie Drive (60 feet wide) as recorded in File No. 2307972 of the Official Public Records of Waller County (O.P.R.W.C.) and being in the Northerly line of said 12.98 acre tract.

THENCE S 86°05'39" W, along the Southerly right-of-way line of said Bluestem Prairie Drive and the Northerly line of said 12.98 acre tract a distance of 480.59 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for a point of curvature to the right.

THENCE along the Southerly right-of-way line of said Bluestem Prairie Drive, the Northerly line of said 12.98 acre tract and the point of curvature to the right having a radius of 1,030.00 feet, a central angle of 18°16'51", an arc length of 328.63 feet and a chord bearing N 84°45'56" W, a distance of 327.24 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for the point of tangency.

THENCE N 75°37'31" W along the Southerly right-of-way line of said Bluestem Prairie Drive and the Northerly line of said 12.98 acre tract a distance of 86.14 feet to the Northeast corner of this tract of land, being in the arc of a non-tangent curve to the left and the POINT OF BEGINNING.

1) THENCE along the Easterly line of this tract of land and said non-tangent to the left having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing South 59°22'29" West, a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of tangency.

2) THENCE, South 14°22'29" West along the Easterly line of this tract of land a distance of 71.12 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature to the left.

3) THENCE, along the Easterly line of this tract of land and said curve to the left having a radius of 775.00 feet, a central angle of 16°52'38", an arc length of 228.28 feet and a chord bearing South 05°56'10" West, a distance of 227.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of compound curvature.

4) THENCE, along the Easterly line of this tract of land and said compound curve to the left having a radius of 25.00 feet, a central angle of 90°19'48", an arc length of 39.41 feet and a chord bearing South 47°40'03" East, a distance of 35.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner.

5) THENCE, South 02°49'05" East along the Easterly line of this tract of land a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner, being in the arc of a non-tangent curve to the left.

6) THENCE, along the Easterly line of this tract of land and said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing South 42°10'03" West, a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner.

7) THENCE, South 87°10'03" West along the Easterly line of this tract of land a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner, being in the arc of a non-tangent curve to the left.

8) THENCE, along the Easterly line of this tract of land and said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing North 47°49'57" West, a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land.

9) THENCE, North 02°49'11" West along the Southerly line of this tract of land a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner, being in the arc of a non-tangent curve to the left and the Southwest corner of this tract of land.

10) THENCE, along the Westerly line of this tract of land and said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 89°42'32", an arc length of 39.14 feet and a chord bearing North 42°18'48" East, a distance of 35.27 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of reverse curvature.

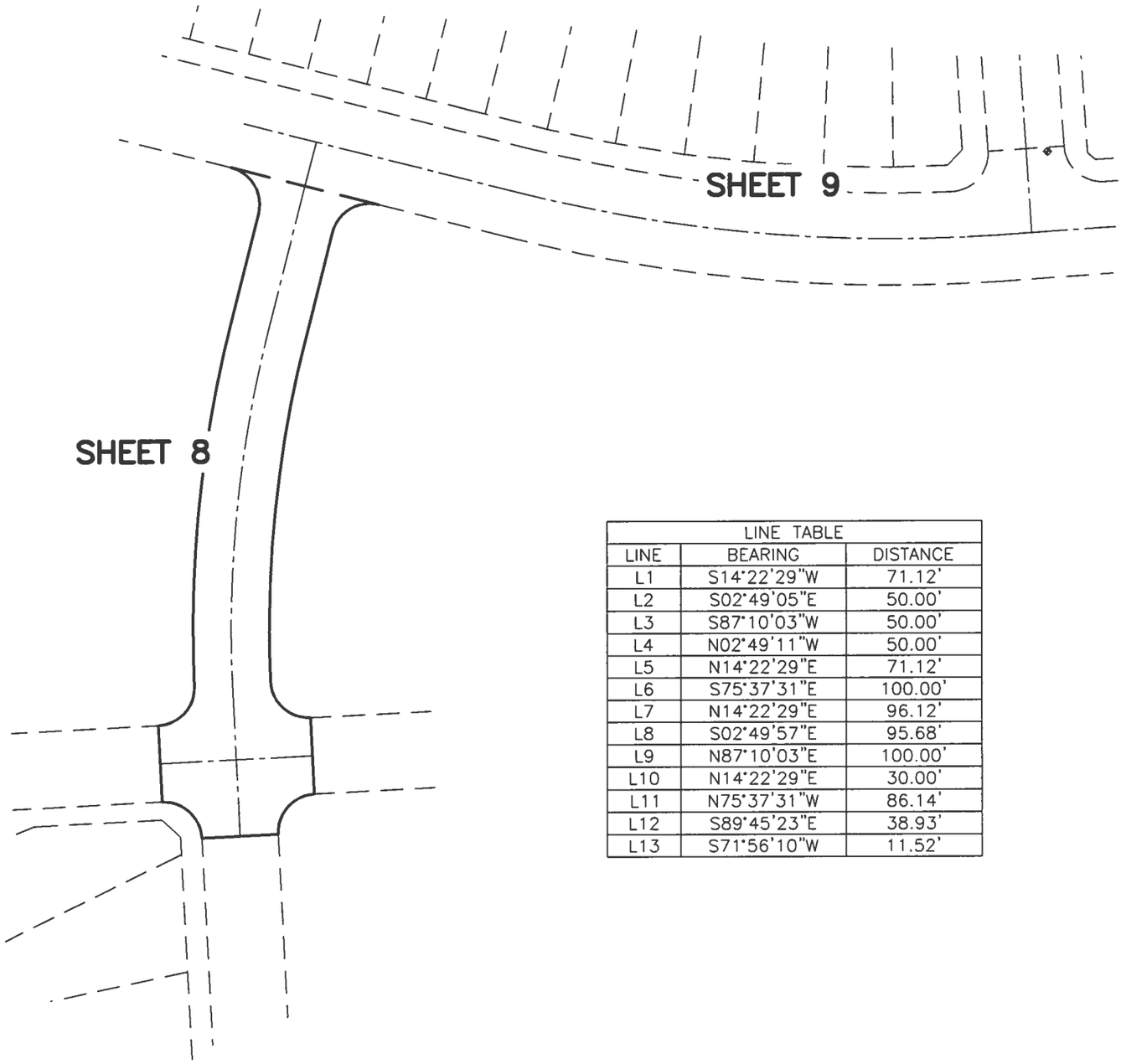
11) THENCE, along the Westerly line of this tract of land and said reverse curve to the right having a radius of 825.00 feet, a central angle of 16°54'57", an arc length of 243.57 feet and a chord bearing North 05°55'00" East, a distance of 242.69 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the point of tangency.

12) THENCE, North 14°22'29" East along the Westerly line of this tract of land a distance of 71.12 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature to the left.

13) THENCE, along the Westerly line of this tract of land and said curve to the left having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing North 30°37'31" West, a distance of 35.36 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.

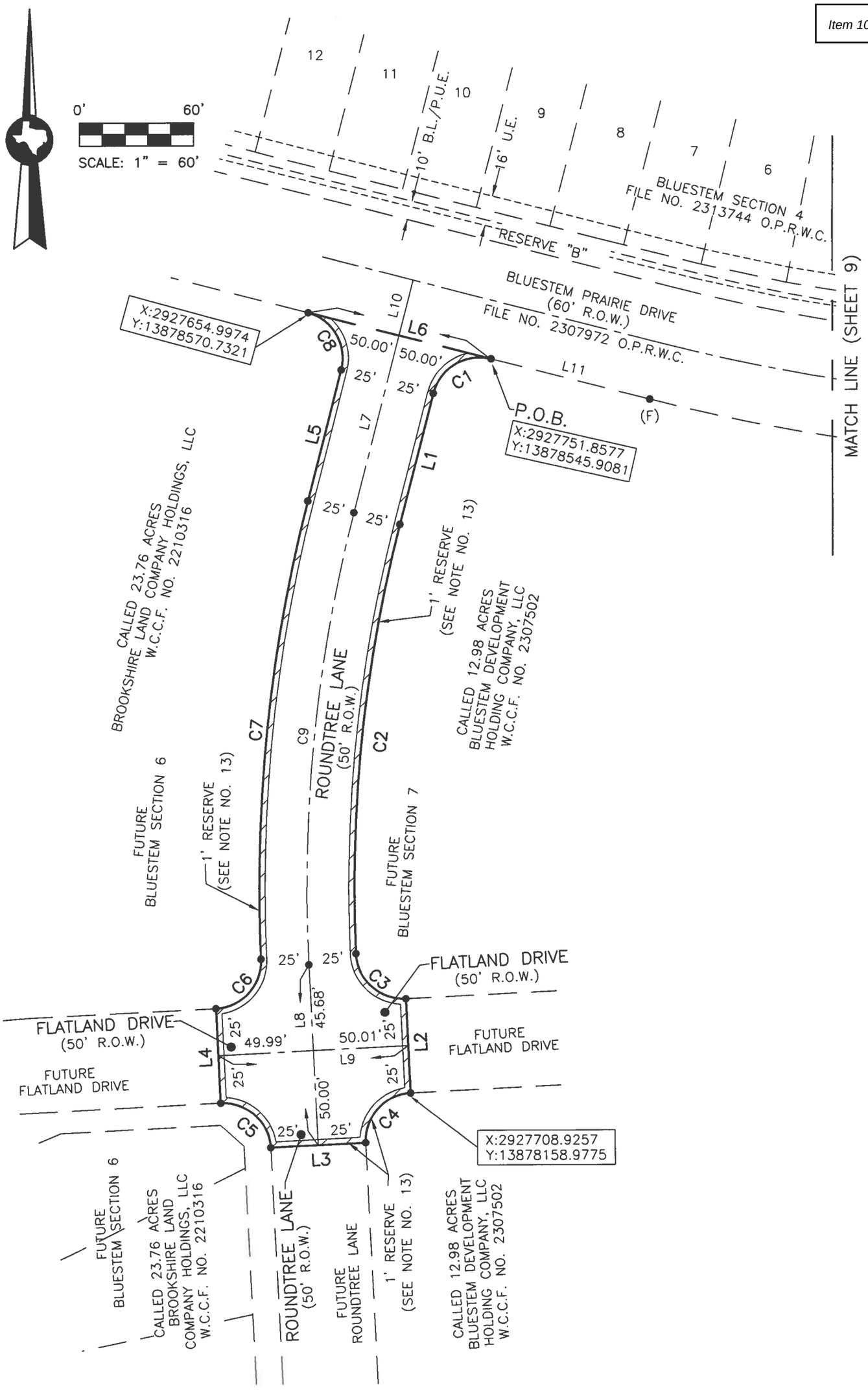
THENCE, South 75°37'31" East along the Westerly line of this tract of land a distance of 100.00 feet to the PLACE OF BEGINNING; containing within said boundaries a calculated area of 0.5718 of one acre (24,908 sq.ft.) of land.

NOT TO SCALE

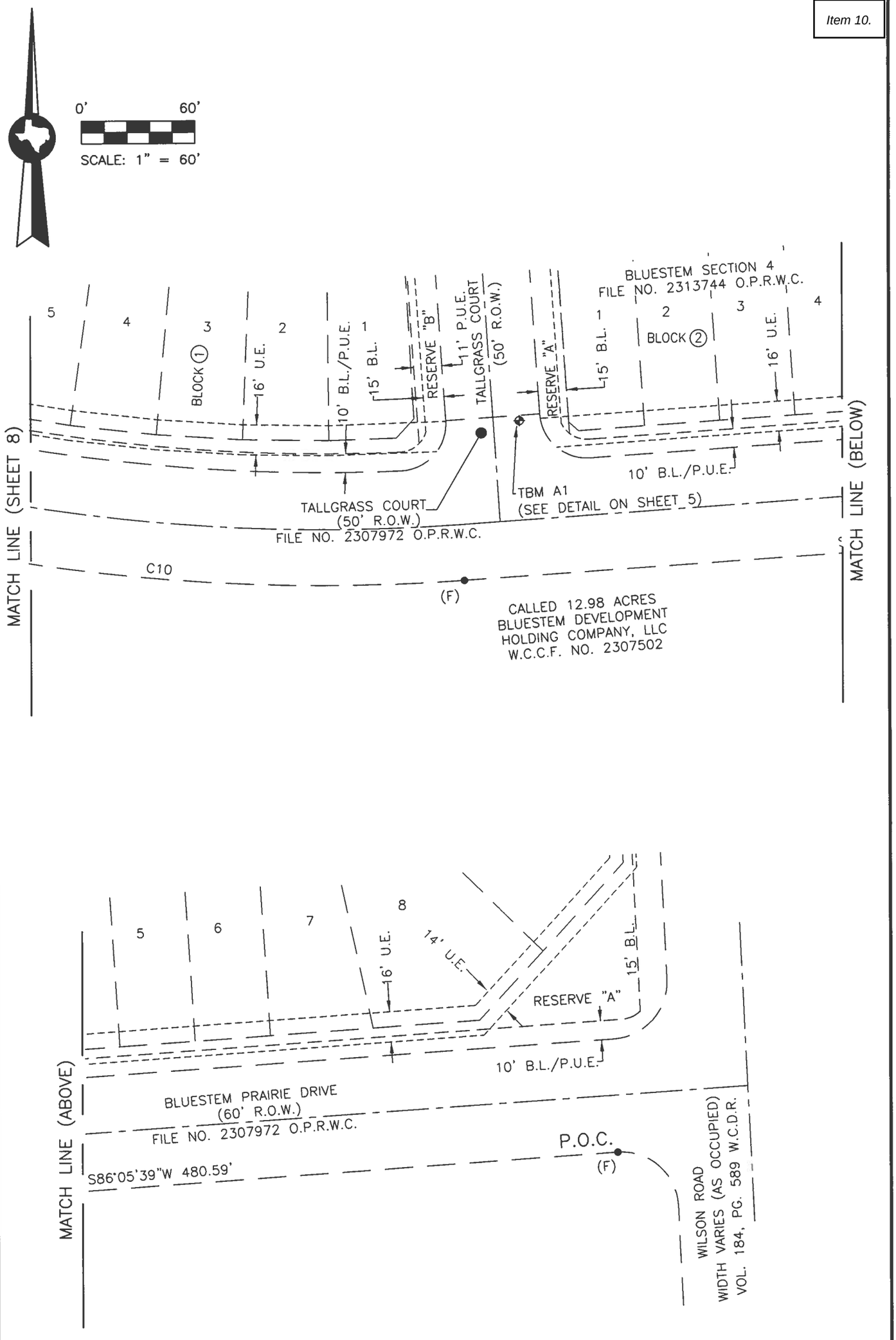



| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S14°22'29"W | 71.12' |
| L2 | S02°49'05"E | 50.00' |
| L3 | S87°10'03"W | 50.00' |
| L4 | N02°49'11"W | 50.00' |
| L5 | N14°22'29"E | 71.12' |
| L6 | S75°37'31"E | 100.00' |
| L7 | N14°22'29"E | 96.12' |
| L8 | S02°49'57"E | 95.68' |
| L9 | N87°10'03"E | 100.00' |
| L10 | N14°22'29"E | 30.00' |
| L11 | N75°37'31"W | 86.14' |
| L12 | S89°45'23"E | 38.93' |
| L13 | S71°56'10"W | 11.52' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
| C1 | 25.00' | 90°00'00" | 39.27' | S59°22'29"W | 35.36' |
| C2 | 775.00' | 16°52'38" | 228.28' | S05°56'10"W | 227.46' |
| C3 | 25.00' | 90°19'48" | 39.41' | S47°40'03"E | 35.46' |
| C4 | 25.00' | 90°00'00" | 39.27' | S42°10'03"W | 35.36' |
| C5 | 25.00' | 90°00'00" | 39.27' | N47°49'57"W | 35.36' |
| C6 | 25.00' | 89°42'32" | 39.14' | N42°18'48"E | 35.27' |
| C7 | 825.00' | 16°54'57" | 243.57' | N05°55'00"E | 242.69' |
| C8 | 25.00' | 90°00'00" | 39.27' | N30°37'31"W | 35.36' |
| C9 | 800.00' | 17°12'26" | 240.26' | S05°46'16"W | 239.36' |
| C10 | 1030.00' | 18°16'51" | 328.63' | N84°45'56"W | 327.24' |




| | | | |
|---|---|---|---|
| MARCH, 2025 | OWNER:<br>BLUESTEM DEVELOPMENT HOLDING COMPANY LLC, A TEXAS LIMITED LIABILITY COMPANY | FINAL PLAT OF<br>ROUNDTREE LANE<br>PHASE 1 | EHRA<br>ENGINEERING THE FUTURE<br>SINCE 1936 |
| | | | 10011 MEADOWGLEN LN<br>HOUSTON, TEXAS 77042<br>713-784-4500<br>EHRA.TEAM<br>platting@ehra.team<br>TBPE No. F-726<br>TBPELS No. 10092300 |
| SHEET 8 OF 9 | | | |




| | | | |
|---|---|---|---|
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| SHEET 9 OF 9 | | | 10011 MEADOWGLEN LN<br>HOUSTON, TEXAS 77042<br>713-784-4500<br>EHRA.TEAM<br>platting@ehra.team<br>TBPE No. F-726<br>TBPELS No. 10092300 |

# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Final Plat Approval-Clay Road Street Dedication Section 1

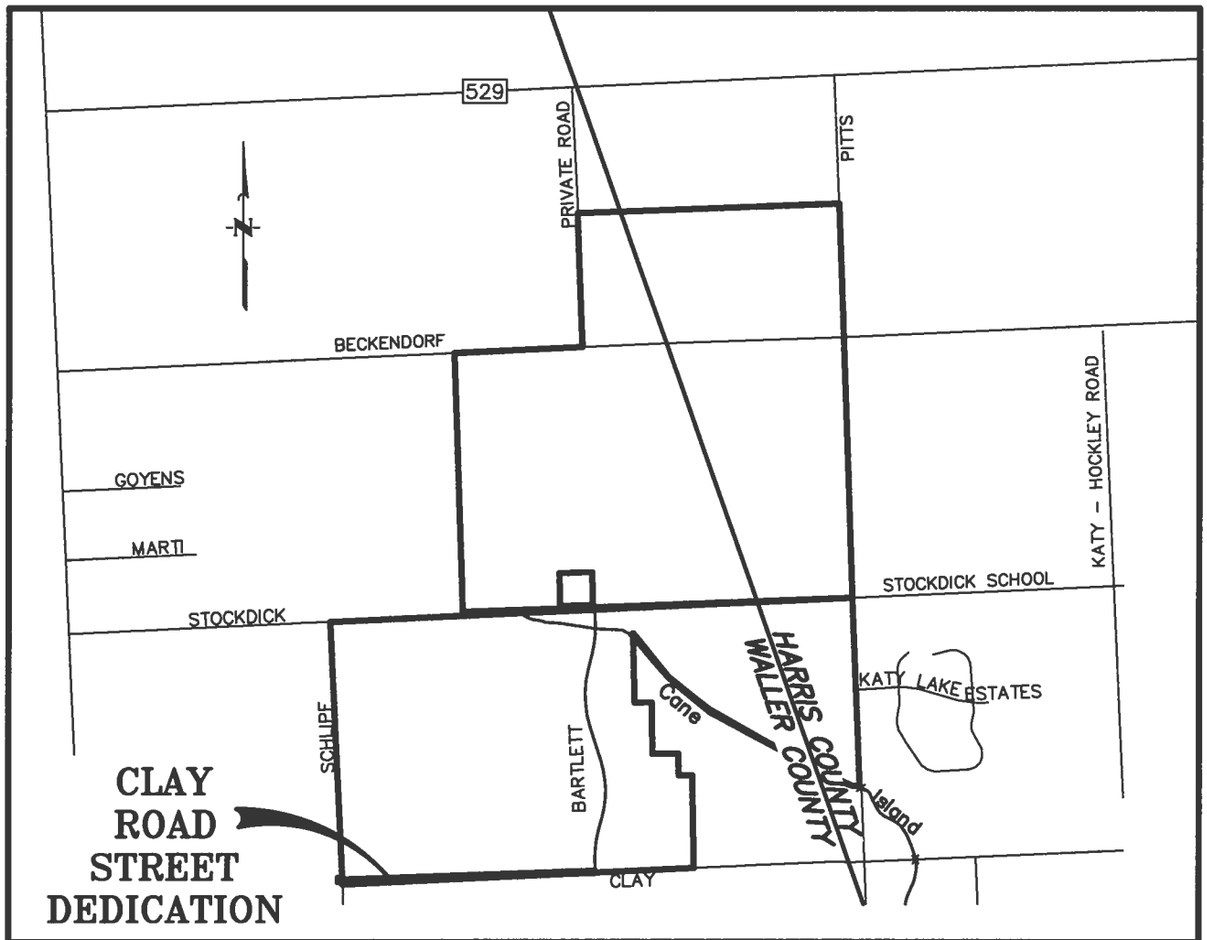
**Date**: April 16, 2025

**Background**

Final Plat of Clay Road Street Dedication Section 1 which consists of 5.94 acres in Precinct 4.

**Staff Recommendation**

Approve Plat and accept Construction Bond




## VICINITY MAP

Scale: NTS KEY MAP: 443H & 443D

# FINAL PLAT OF
# CLAY ROAD STREET DEDICATION
## SEC 1

**A SUBDIVISION OF 5.94 ACRES OF LAND**
**OUT OF THE**
**H. & T. C. RAILROAD COMPANY SURVEY SECTION 121, A-201**
**WALLER COUNTY, TEXAS**

**0 LOTS 0 RESERVES 0 BLOCKS**

**DECEMBER 2023**

**BKDD Permit No. 2022-65**

| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE NTS<br>SHEET 1A OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | ENGINEER/PLANNER/SURVEYOR:<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

K:\16537\16537-0048-00 Sunterra Phase 4A Detention & Mass Grad\2 Design Phase\Planning\Clay\Plat_Clay Road.dwg Feb 26,2025 - 11:42am cjs

BS

A METES & BOUNDS description of a 5.94 acre tract of land in the H. & T. C. Railroad Company Survey Section 121, Abstract 201, Waller County, Texas, being over, through and across a portion of that certain called 234.139 acre tract (Exhibit "A", Tract 2) recorded under County Clerk's File Number 2115246, 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 the intersection of Schlipf Road and Clay Road for the southwest corner of herein described tract, being the southwest corner of said H. & T. C. Railroad Company Survey Section 121, Abstract 201, and the southwest corner of said called 234.139 acre tract, the northwest corner of the adjoining T. S. Reese Survey, Abstract 333, and the northwest corner of an adjoining called 40.00 acre tract (Second Tract) recorded in Volume 181, Page 538, Deed Records, Waller County, Texas, the northeast corner of the adjoining H. & T. C. Railroad Company Survey Section 109, Abstract 171, being Tract 1 of Monticello Subdivision (unrecorded), and the southeast corner of the adjoining Fred Eule Survey, Abstract 373, being the southeast corner of an adjoining called 35.6821 acre tract recorded in Volume 567, Page 33, Deed Records, Waller County, Texas, from said point the southwest corner of the J. W. McCutcheon Survey Section 130, Abstract 308, the northwest corner of the H. & T. C. Railroad Survey Section 127, Abstract 205, the northeast corner of said T. S. Reese Survey, Abstract 333, and the southeast corner of said H. & T. C. Railroad Company Survey Section 121, Abstract 201, bears North 88 degrees 00 minutes 58 seconds East, 5,300.42 feet;

Thence North 02 degrees 05 minutes 05 seconds West along the west line of the herein described tract, the west line of said called 234.139 acre tract, and the west line of said H. & T. C. Railroad Company Survey Section 121, Abstract 201, same being the east line of said adjoining called 35.6821 acre tract and the east line of said adjoining Fred Eule Survey, Abstract 373, as located in Schlipf Road, 85.00 feet to the northwest corner of the herein described tract;

Thence North 88 degrees 00 minutes 58 seconds East establishing the upper north line of the herein described tract, crossing said called 234.139 acre tract, being 85.00 feet perpendicular and parallel to the south line of said called 234.139 acre tract, 50.00 feet to the upper northeast corner of the herein described tract;

Thence South 02 degrees 05 minutes 05 seconds East establishing the upper east line of the herein described tract, 0.06 feet to a point at the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 89 degrees 53 minutes 58 seconds, an arc length of 54.92 feet, a radius of 35.00 feet, and a chord bearing South 47 degrees 02 minutes 03 seconds East, 49.45 feet;

Thence North 88 degrees 00 minutes 58 seconds East establishing the lower north line of the herein described tract, being 50.00 feet perpendicular from and parallel to the south line of said called 234.139 acre tract, 5,049.66 feet to the lower northeast corner of the herein described tract;

Thence South 01 degree 58 minutes 57 seconds East establishing the east line of the herein described tract, 50.00 feet to the southeast corner of the herein described tract, said point being in the south line of said called 234.139 acre tract and said H. & T. C. Railroad Company Survey Section 121, Abstract 201, same being same being the north line of the aforementioned adjoining T. S. Reese Survey, Abstract 333, and the north line of an adjoining called 56–2/3 acre tract recorded in Volume 189, Page 343, Deed Records, Waller County, Texas, as located in Clay Road;

Thence South 88 degrees 00 minutes 58 seconds West along the south line of the herein described tract, the south line of said called 234.139 acre tract, and the south line of said H. & T. C. Railroad Company Survey Section 121, Abstract 201, same being the north line of said adjoining T. S. Reese Survey, Abstract 333, the north line of said adjoining called 56–2/3 acre tract, the north line of an adjoining called 46–2/3 acre tract recorded in Volume 189, Page 343, Deed Records, Waller County, Texas, the north line of an adjoining called 9.5693 acre tract recorded under County Clerk's File Number 2114613, Official Public Records, Waller County, Texas, the north line of an adjoining called 25–foot wide strip recorded in Volume 881, Page 264, Official Records, Waller County, Texas, the north line of an adjoining called 13.5984 acre tract recorded under County Clerk's File Number 1906390, Official Public Records, Waller County, Texas, the north line of an adjoining called 5.109 acre tract recorded in Volume 798, Page 810, Official Records, Waller County, Texas, the north line of an adjoining called 5.00 acre tract recorded in Volume 1171, Page 752, Official Records, Waller County, Texas, the north line of an adjoining called 1.100 acre tract recorded under County Clerk's File Number 2107753, Official Public Records, Waller County, Texas, the north line of an adjoining called 5.00 acre tract recorded in Volume 599, Page 699, Official Records, Waller County, Texas, the north line of an adjoining called 20.00 acre tract recorded under County Clerk's File Number 1703899, Official Public Records, Waller County, Texas, and the north line of the aforementioned adjoining called 40.00 acre tract (Second Tract), as located in Clay Road, 5,134.51 feet to the Place of Beginning and containing 5.94 acres of land, more or less.

**Line Table**

| Line | Bearing | Distance |
|---|---|---|
| L1 | N88°00'58"E | 50.00 |
| L2 | S02°05'05"E | 0.06 |
| L3 | N88°00'58"E | 5,049.66 |
| L4 | S01°58'57"E | 50.00 |
| L5 | S88°00'58"W | 5,134.51 |
| L6 | N02°05'05"W | 85.00 |

**Curve Table**

| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH | TANGENT |
|---|---|---|---|---|---|---|
| C1 | 35.00' | 89°53'58" | 54.92' | S47°02'03"E | 49.45' | 34.94' |

K:\16537\16537-0048-00 Sunterra Phase 4A Detention & Mass Grad\2 Design Phase\Planning\Clay\Plat_Clay Road.dwg Feb 26,2025 - 11:42am cjb

DATE: DECEMBER 2023

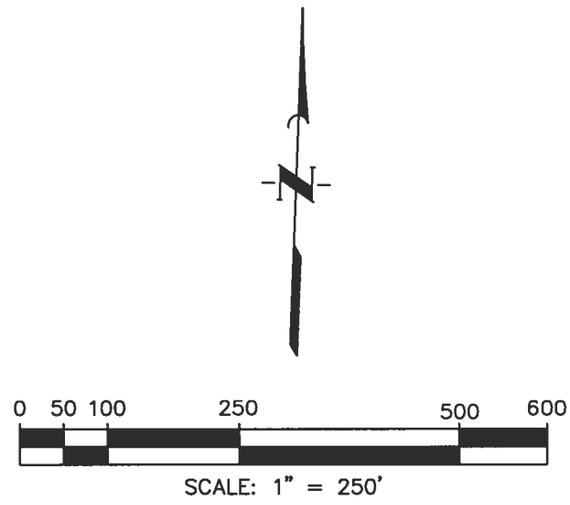
SCALE NTS

SHEET 1B OF 1

FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1

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

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




LEGEND:

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

GENERAL NOTES:

1) All block corner and cul-de-sac return to tangent radii are twenty-five feet (25').
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 1.00010195040.
3) Site plans shall be submitted to Waller County and any other applicable jurisdiction for review and approval. Development Permits and all other applicable permits shall be obtained from Waller County prior to beginning construction.
4) The drainage system for this subdivision is designed in accordance with the Katy Brookshire Drainage Criteria Manual which allows street ponding with intense rainfall events.
5) All property to drain into the drainage easements only through an approved drainage structure.
6) All drainage easements to be kept clear of fences, buildings, vegetations, and other obstructions to the operation and maintenance of drainage facility.
7) This Tract lies partially within Unshaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map Numbers 48473C0375E, Panel 0375, Suffix "E", Dated February 18, 2009 and revised under LOMR: 19-06-1115P dated April 27, 2020 and revised under LOMR 22-06-2777P dated November 20, 2023 for Waller County, Texas, and incorporated areas. Unshaded Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain.
8) Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
9) All bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
10) All easements are centered on lot lines unless shown otherwise.
11) Project site is located within 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 pipeline easements within the platted area are shown hereon.
15) This plat was prepared from information furnished by Charter Title, Order G.F. No. 1076601800196A, Effective Date February 12, 2025. The Surveyor has not abstracted the above property.
16) Tract is subject to Surface Use Agreement recorded under C.C.F. No. RP-2019-559219, O.P.R.R.P.H.C.T. and C.C.F. No. 1910725, O.P.R.W.C.T.

| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjamnik@quiddity.com |
| SCALE NTS | | | |
| SHEET 1C OF 1 | | | |

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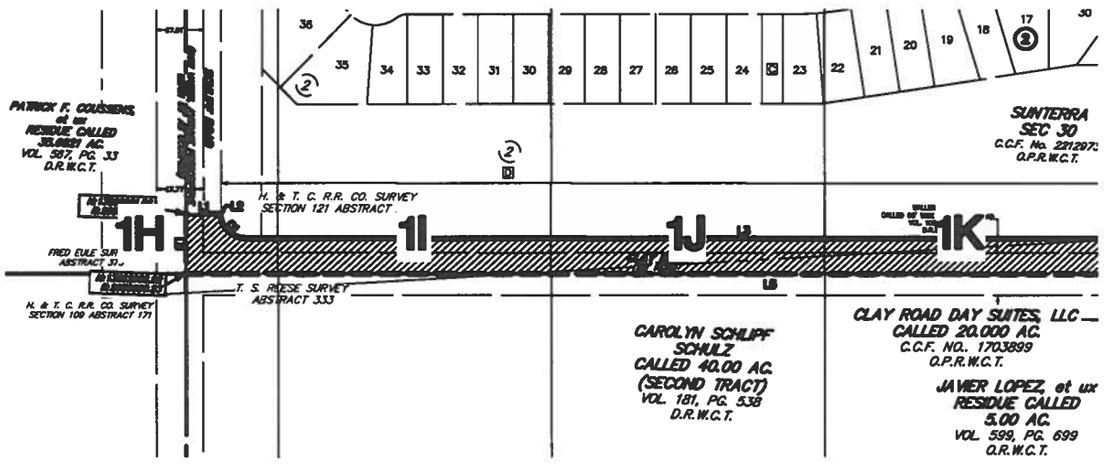


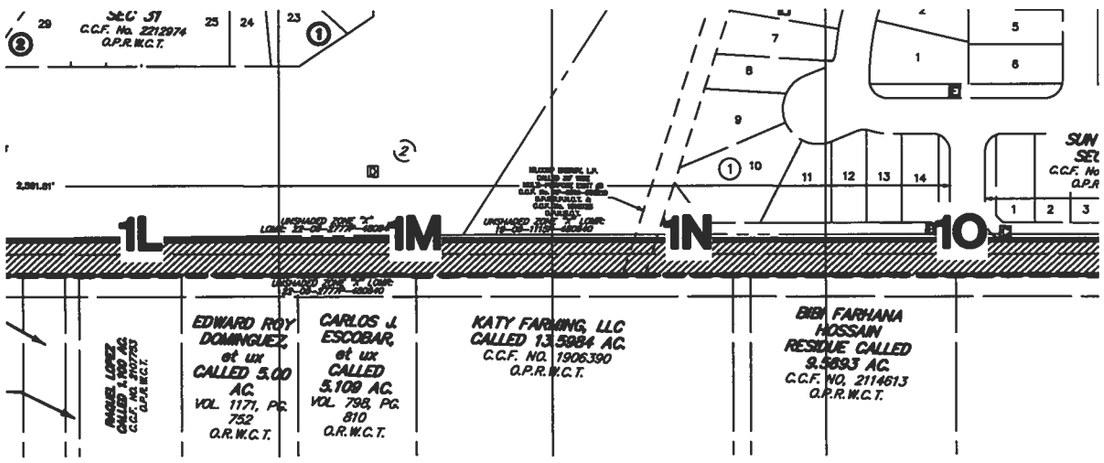


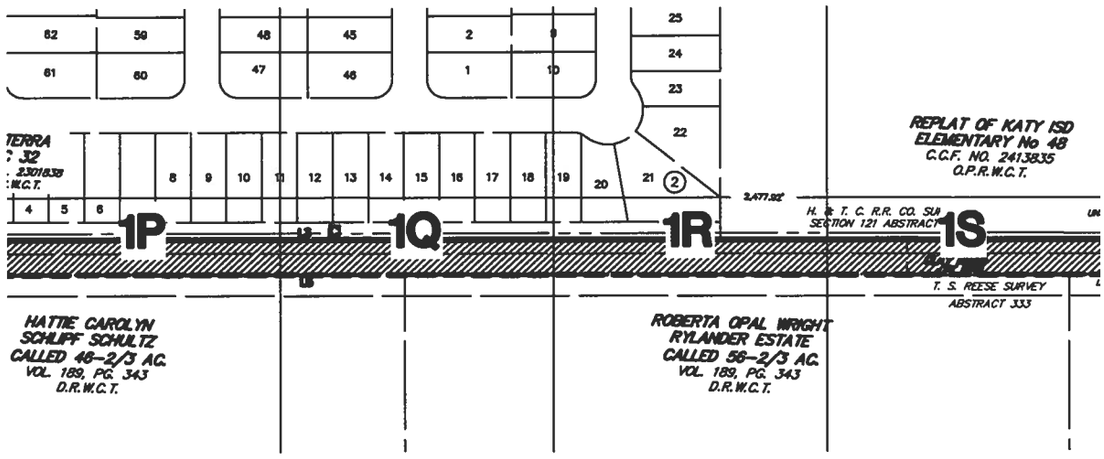


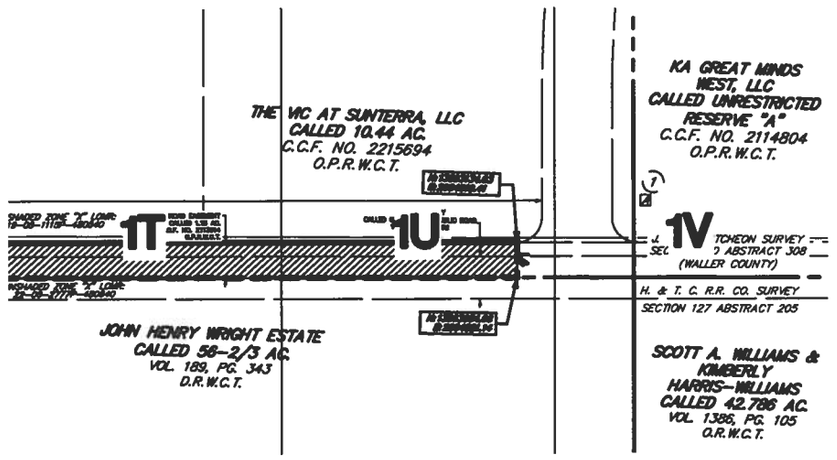


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|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1" = 250'<br>SHEET 1D OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>Astro Sunterra L.P.<br>a Delaware Limited Partnership<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913 4000<br>Cjarnik@quiddity.com |

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Certificate of Surveyor

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

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

A 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 dated 2/18/2009, and revised in LOMR 19-06-1115P dated 4/27/2020.

A portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) flood plain as delineated on Waller County Community Panel #480640 dated 2/18/2009, and revised in LOMR 19-06-1115P dated 4/27/2020.

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

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

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Clay Road Street Dedication Sec 1 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 20, day of DECEMBER, 2023.

By: _____
Lisa M. Clark
Chair

or

M. Sonny Garza
Vice Chairman

By: _____
Vonn Tran
Secretary

HOUSTON PLANNING COMMISSION
HOUSTON
TEXAS

BROOKSHIRE-KATY DRAINAGE DISTRICT BKDD Permit No. 2022-65

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: NOVEMBER 2023<br>SCALE NTS<br>SHEET 1E OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra, L.P., a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 5.94 acre tract described in the above and foregoing map of Clay Road Street Dedication Sec 1, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

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

IN TESTIMONY WHEREOF, the Astro Sunterra, L.P., a Delaware Limited Partnership, a Texas Limited Liability Company has caused these presents to be signed by Brian Stidham, its Authorized Signer, thereunto authorized, this day of September, 2024

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

By: _____
Brian Stidham, Authorized Signer

STATE OF TEXAS §

COUNTY OF WALLER §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of September 2024

Ashley Delgado
Notary Public in and for the State of Texas

Ashley Delgado
Print Name

My commission expires: 12-1-25

ASHLEY DELGADO
Notary Public, State of Texas
Comm. Expires 12-01-2025
Notary ID 130998330

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|---|---|---|---|
| DATE: NOVEMBER 2023<br>SCALE NTS<br>SHEET 1F OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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

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

3-24-25
Date

Ross McCall, PE
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

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

_____
Debbie Hollan
Waller County, Texas

By:_____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE NTS<br>SHEET 1G OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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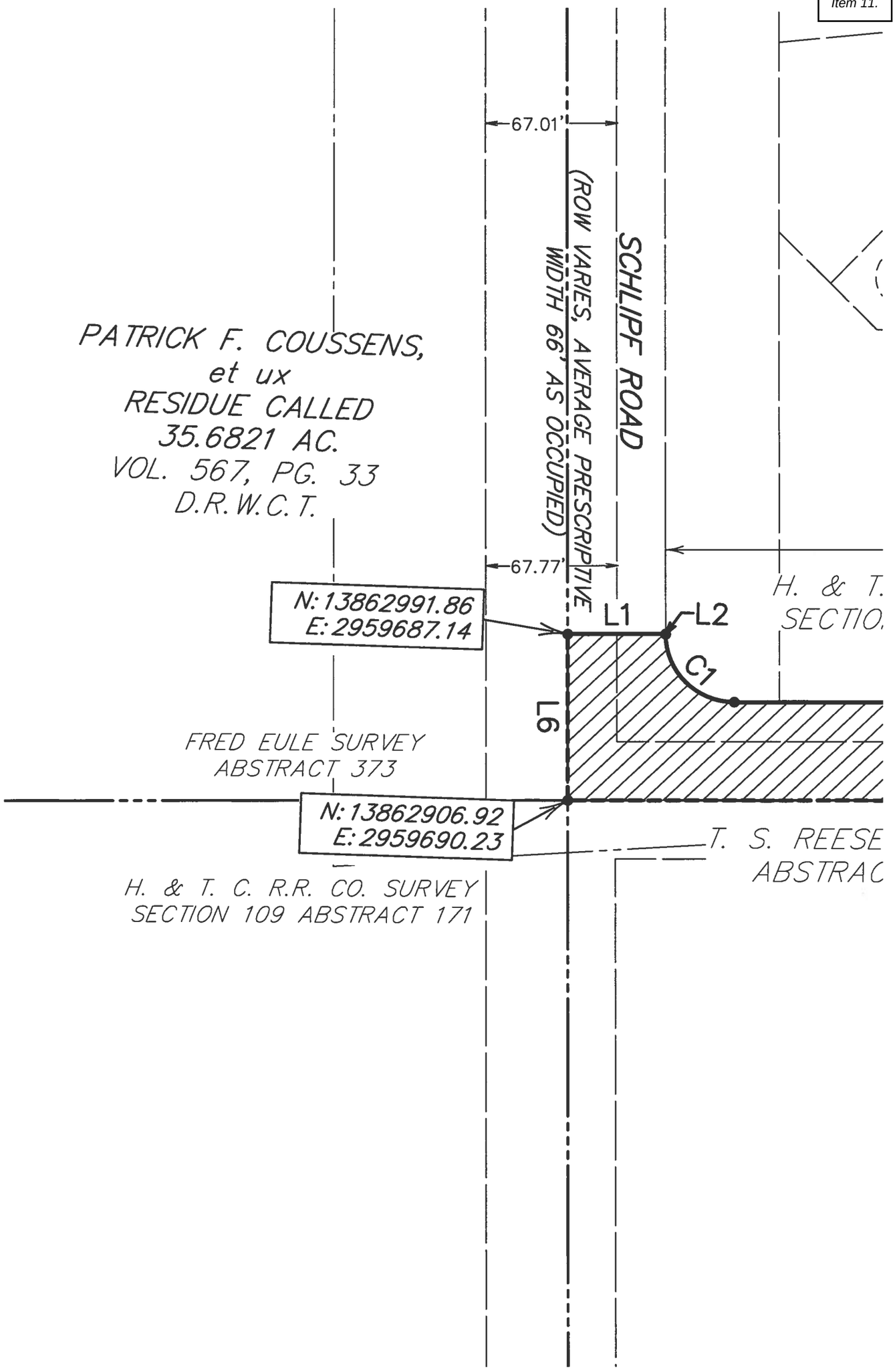


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|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1H OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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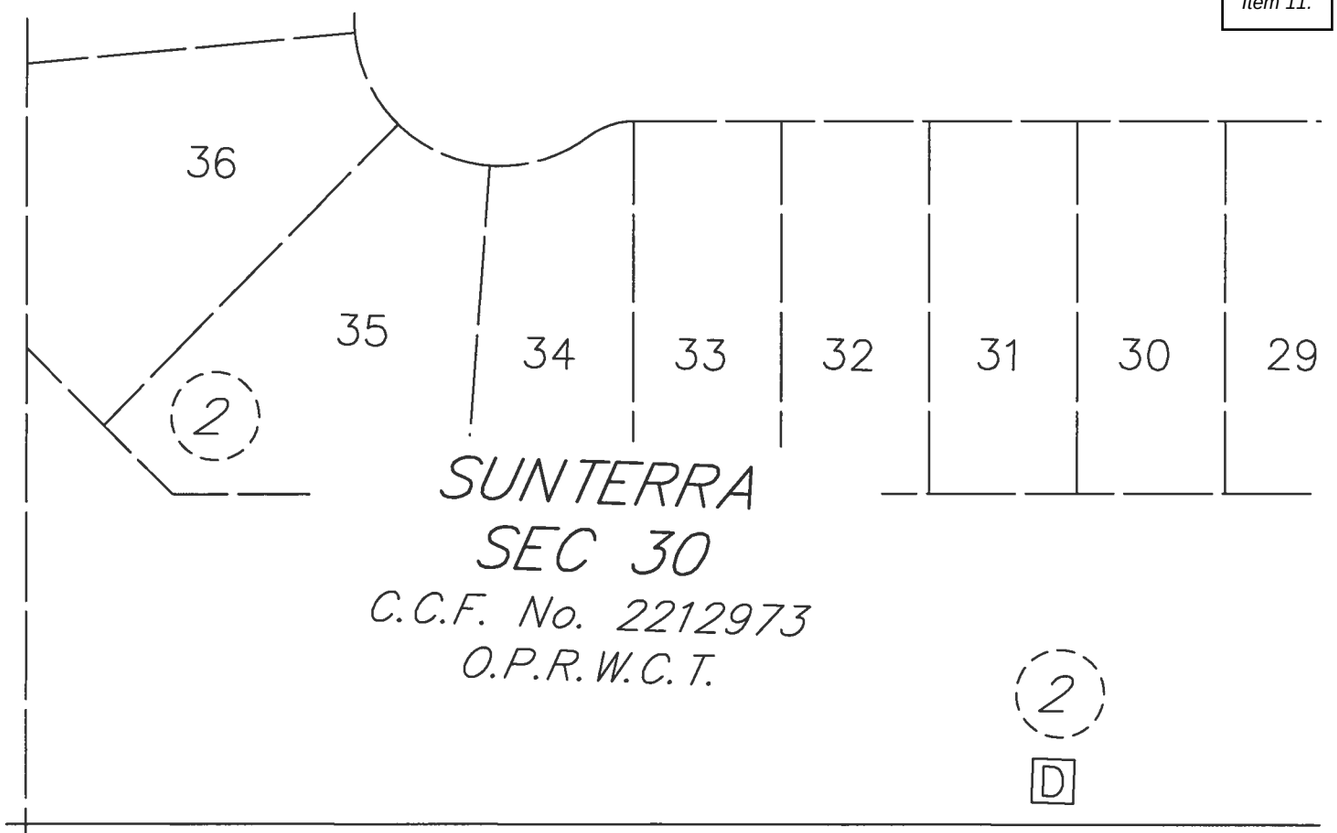
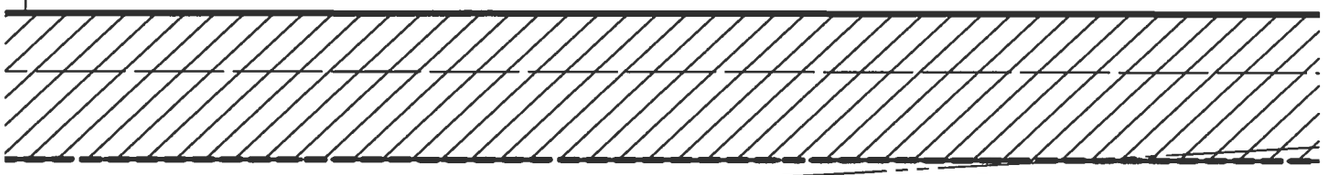



H. & T. C. R.R. CO. SURVEY
SECTION 121 ABSTRACT 201



: REESE SURVEY
ABSTRACT 333

CAROLYN SCHLIPF
SCHULZ
CALLED 40.00 AC.
(SECOND TRACT)
VOL. 181, PG. 538
D.R.W.C.T.

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|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 11 OF 1 | FINAL PLAT OF<br>CLAY ROAD<br>STREET<br>DEDICATION<br>SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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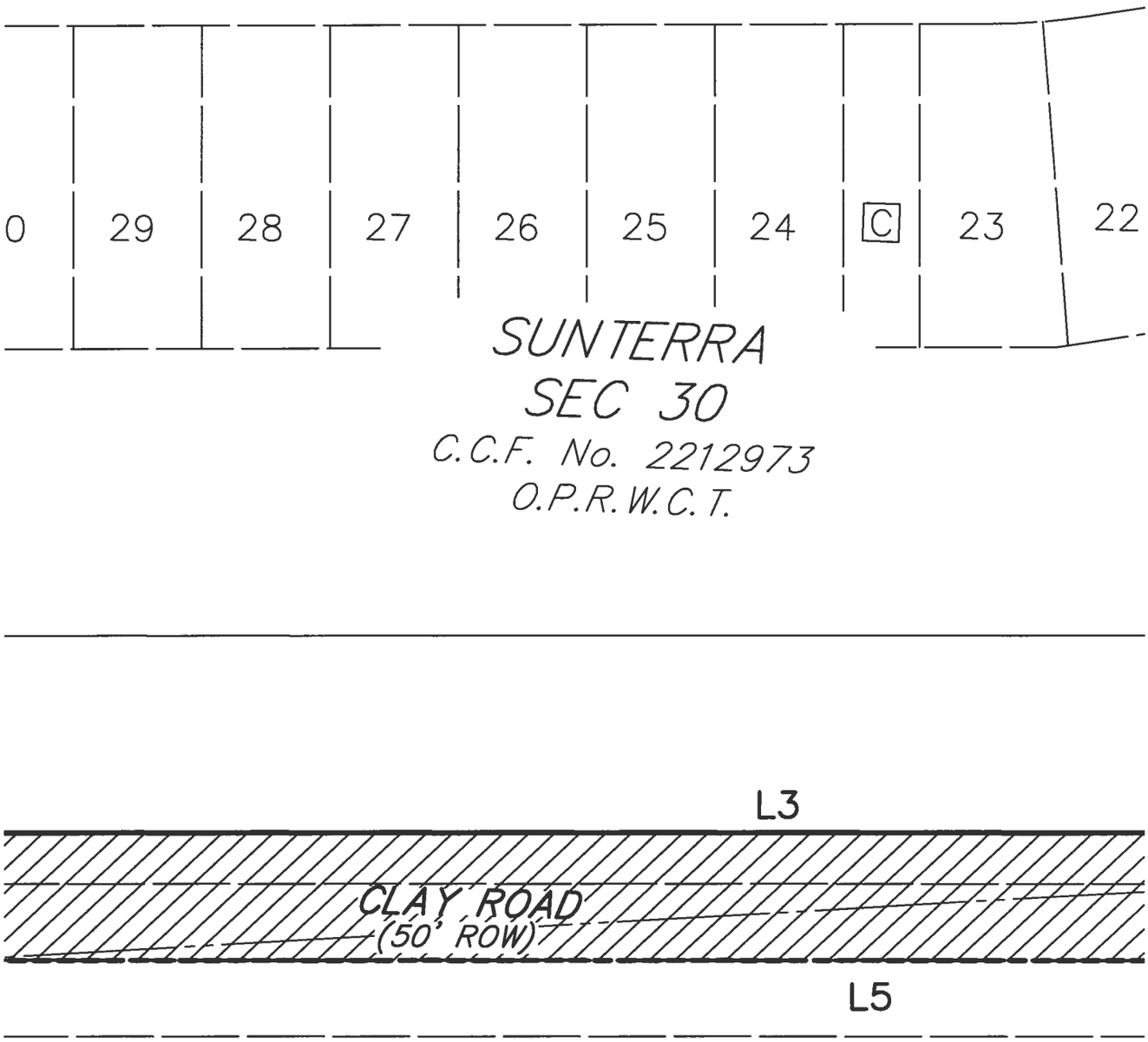


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| SCALE 1"=60' | | | |
| SHEET 1J OF 1 | | | |

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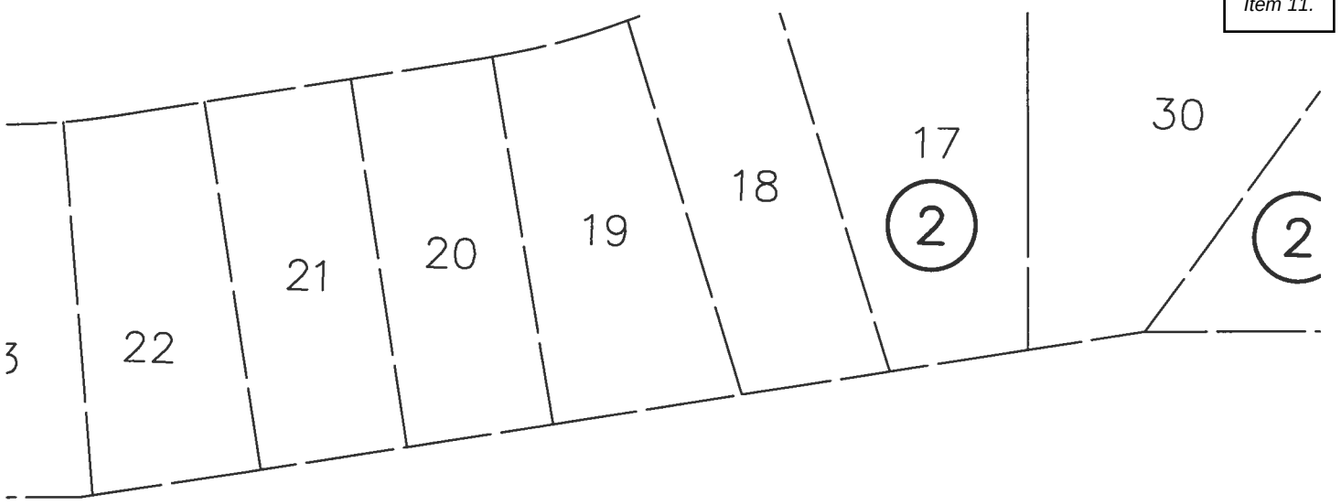


SUNTERRA
SEC 30
C.C.F. No. 2212973
O.P.R.W.C.T.

2,

WALLER COUNTY
CALLED 60' WIDE FOR PUBLIC ROAD
VOL. 106, PG. 492
D.R.W.C.T.

CLAY ROAD DAY SUITES, LLC
CALLED 20.000 AC.
C.C.F. NO.. 1703899
O.P.R.W.C.T.

JAVIER LOPEZ, et ux
RESIDUE CALLED
5.00 AC.
VOL. 599, PG. 699
O.R.W.C.T.

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|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1K OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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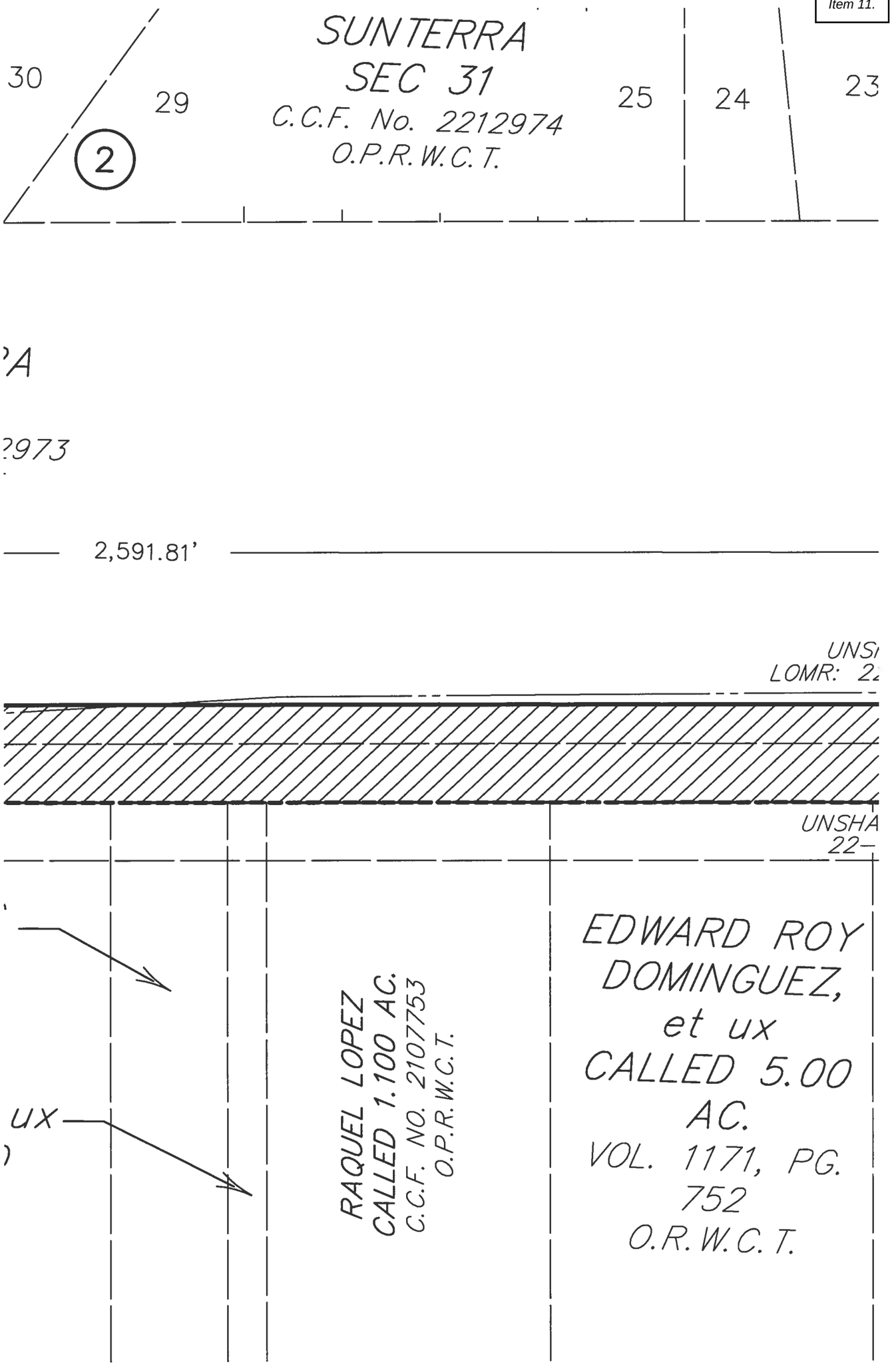


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|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1L OF 1 | FINAL PLAT OF<br>CLAY ROAD<br>STREET<br>DEDICATION<br>SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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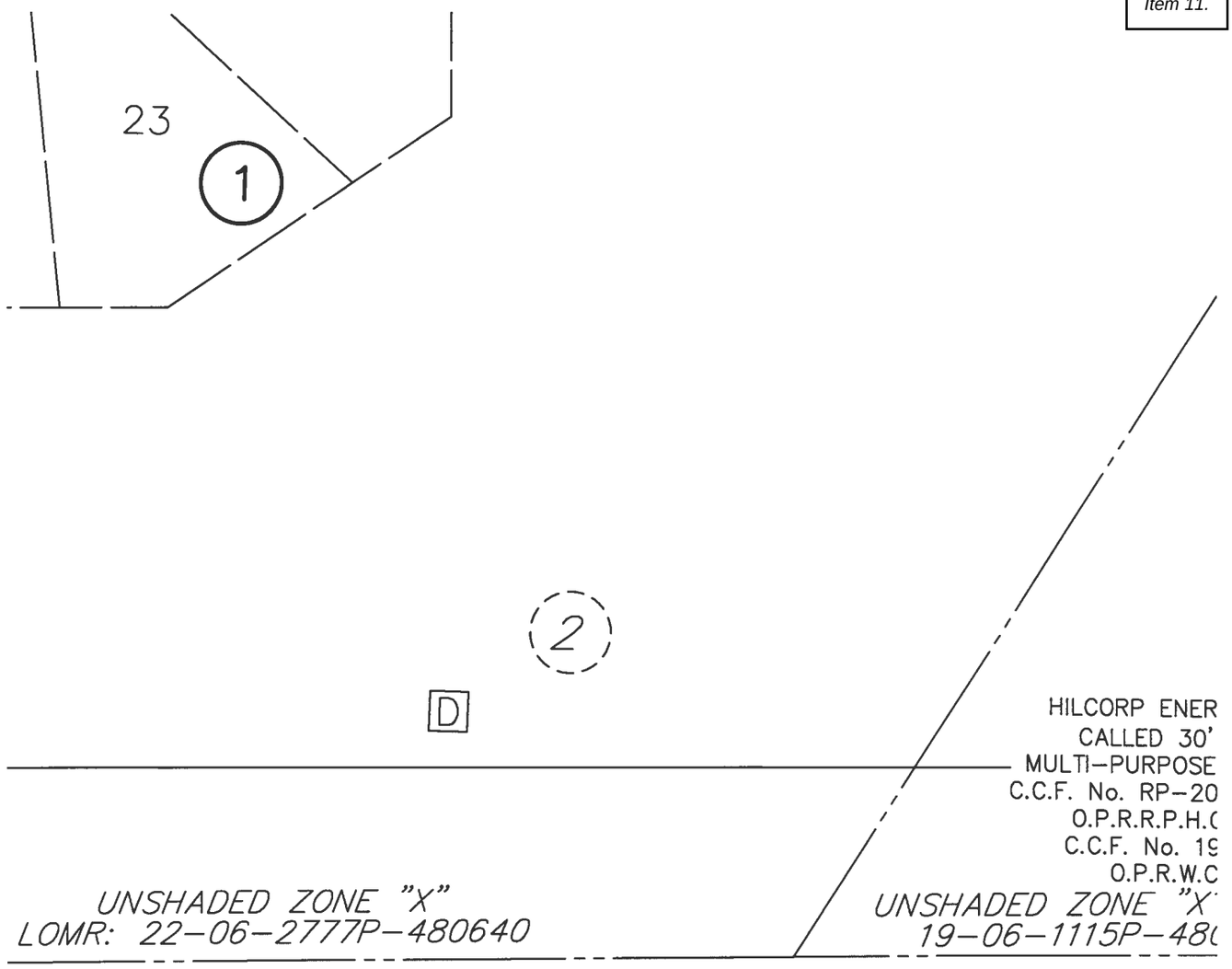


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|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1M OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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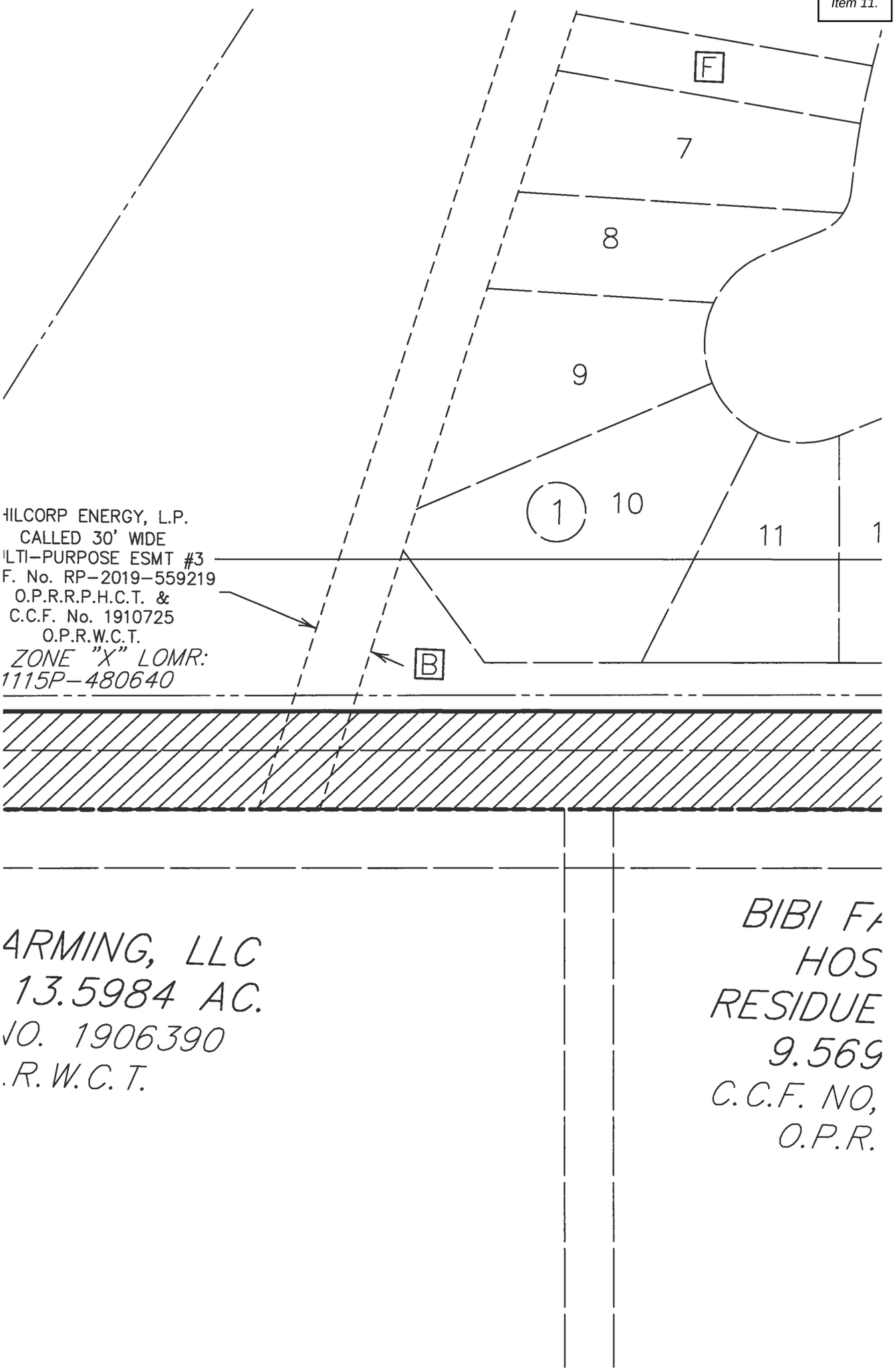


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| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1N OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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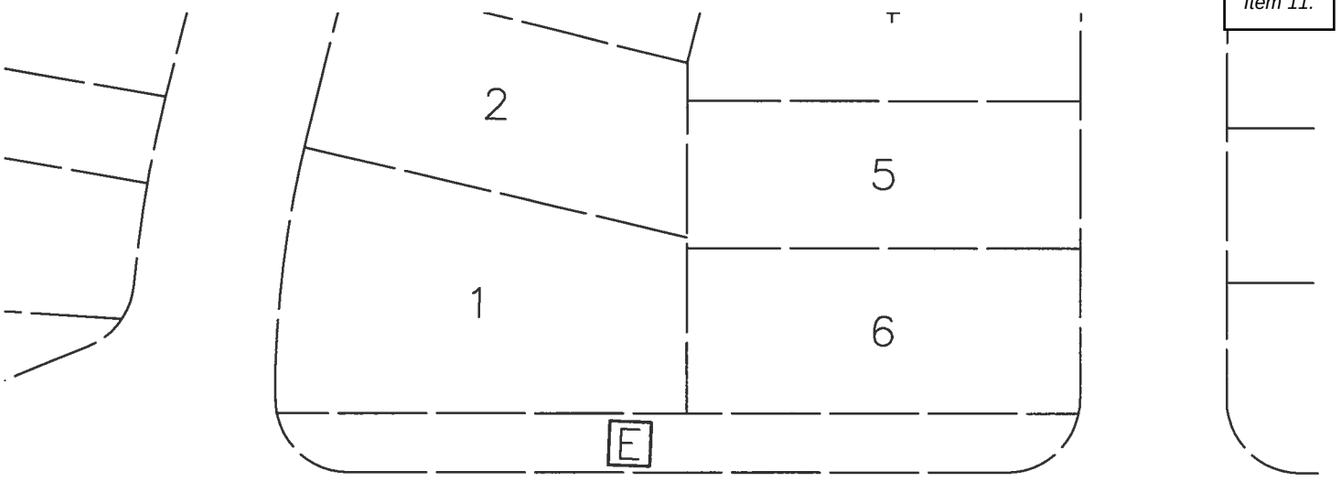
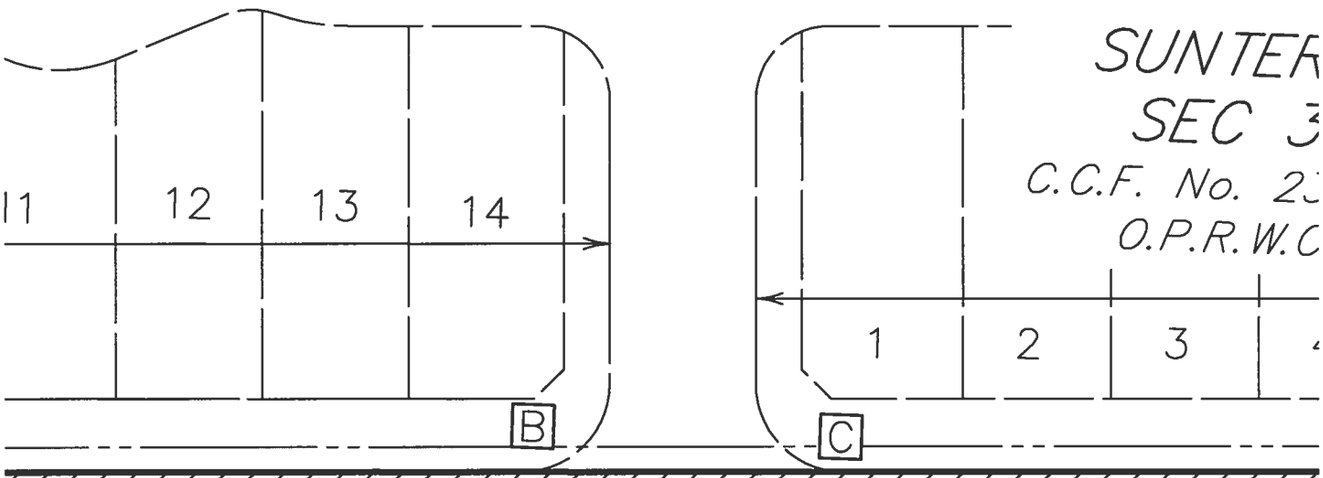


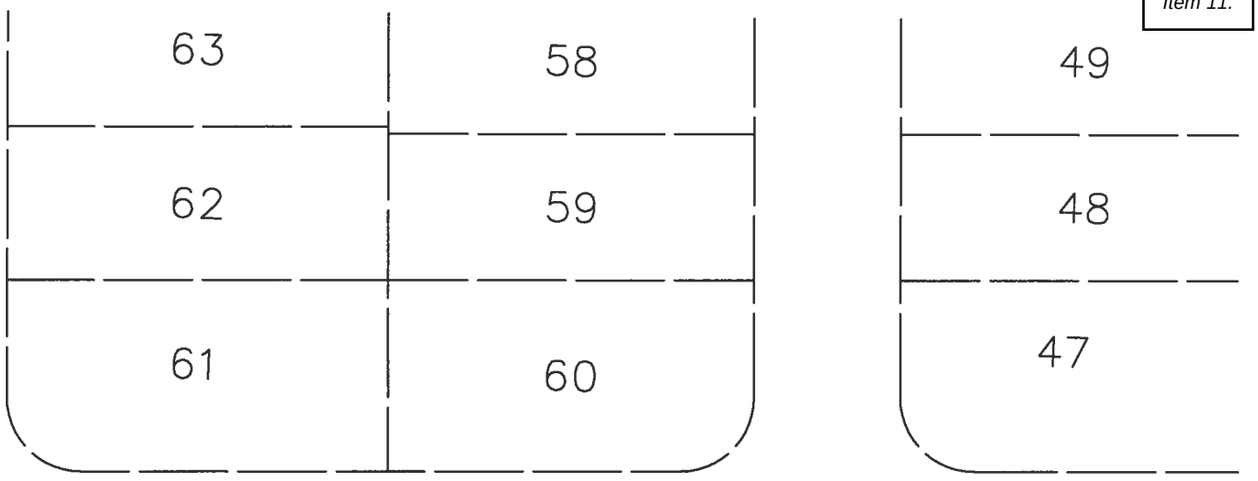



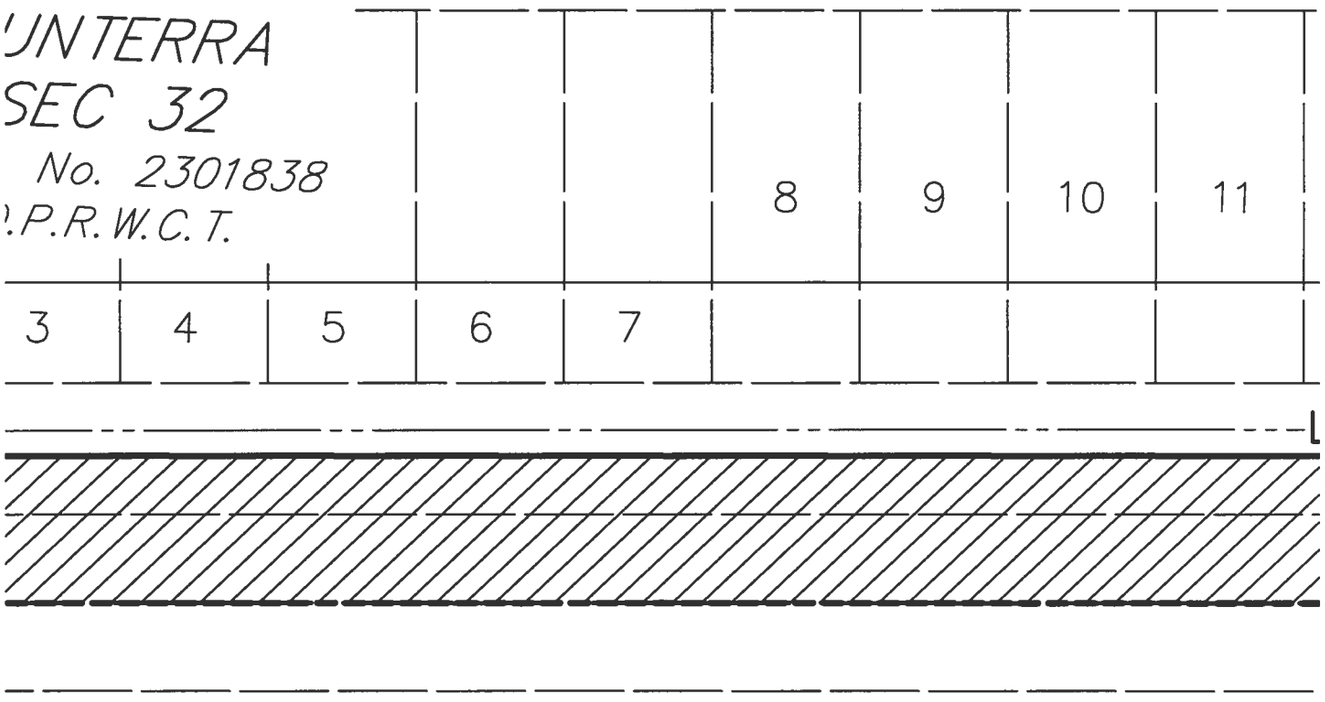

SUNTER
SEC 3
C.C.F. No. 2
O.P.R.W.C

RIBI FARHANA
HOSSAIN
RESIDUE CALLED
9.5693 AC.
C.F. NO, 2114613
O.P.R.W.C.T.

| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 10 OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

K:\16537\16537-0048-00 Sunterra Phase 4A Detention & Mass Grad\2 Design Phase\Planning\Clay\Plat_Clay Road.dwg Feb 26,2025 - 11:45am cjs




HATTIE CAROLYN
SCHLIPF SCHULTZ
CALLED 46-2/3 AC.
VOL. 189, PG. 343
D.R.W.C.T.

| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cjamnik@quiddity.com |
| SCALE 1"=60' | | | |
| SHEET 1P OF 1 | | | |

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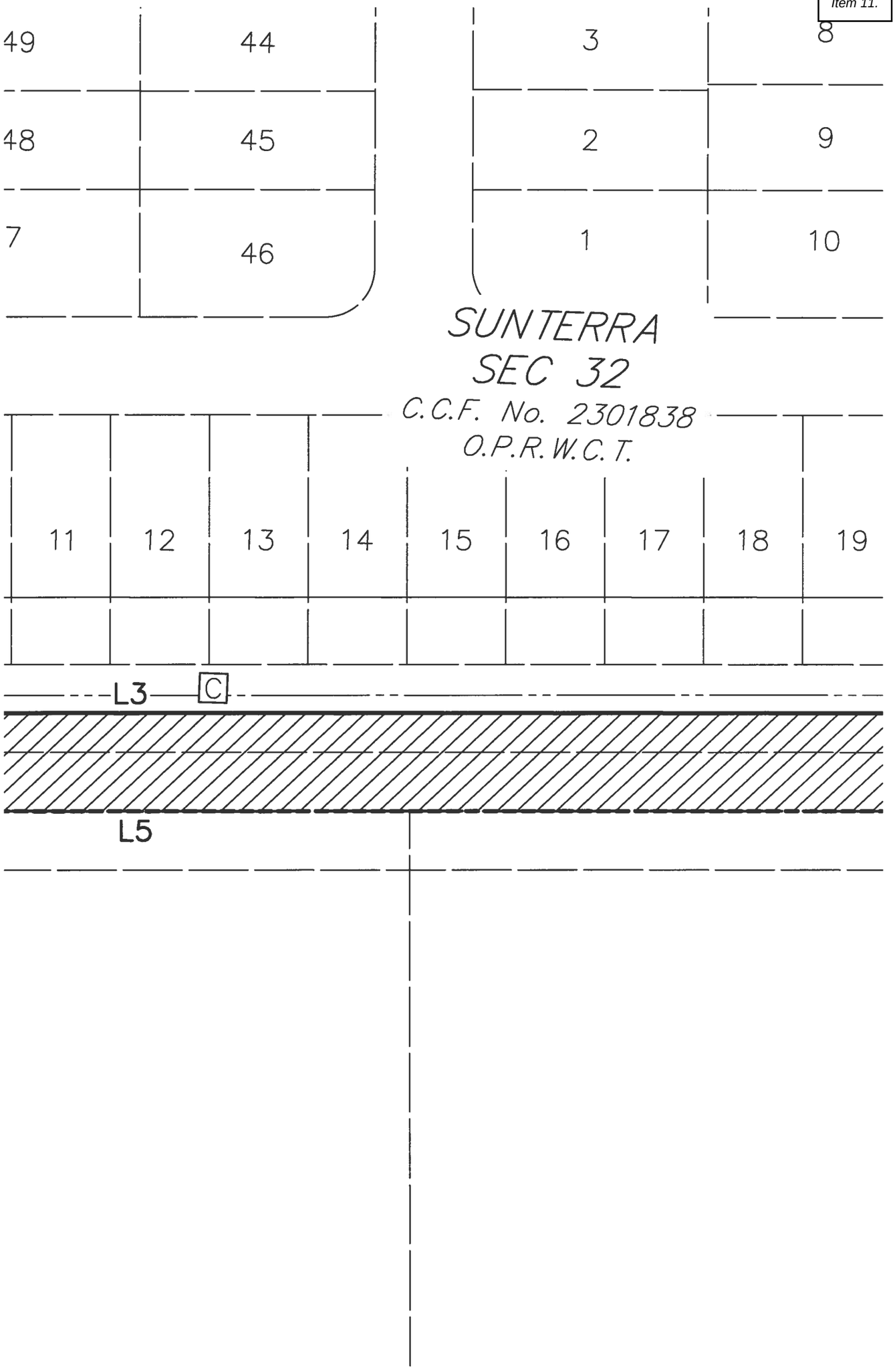


| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1Q OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjarnik@quiddity.com |

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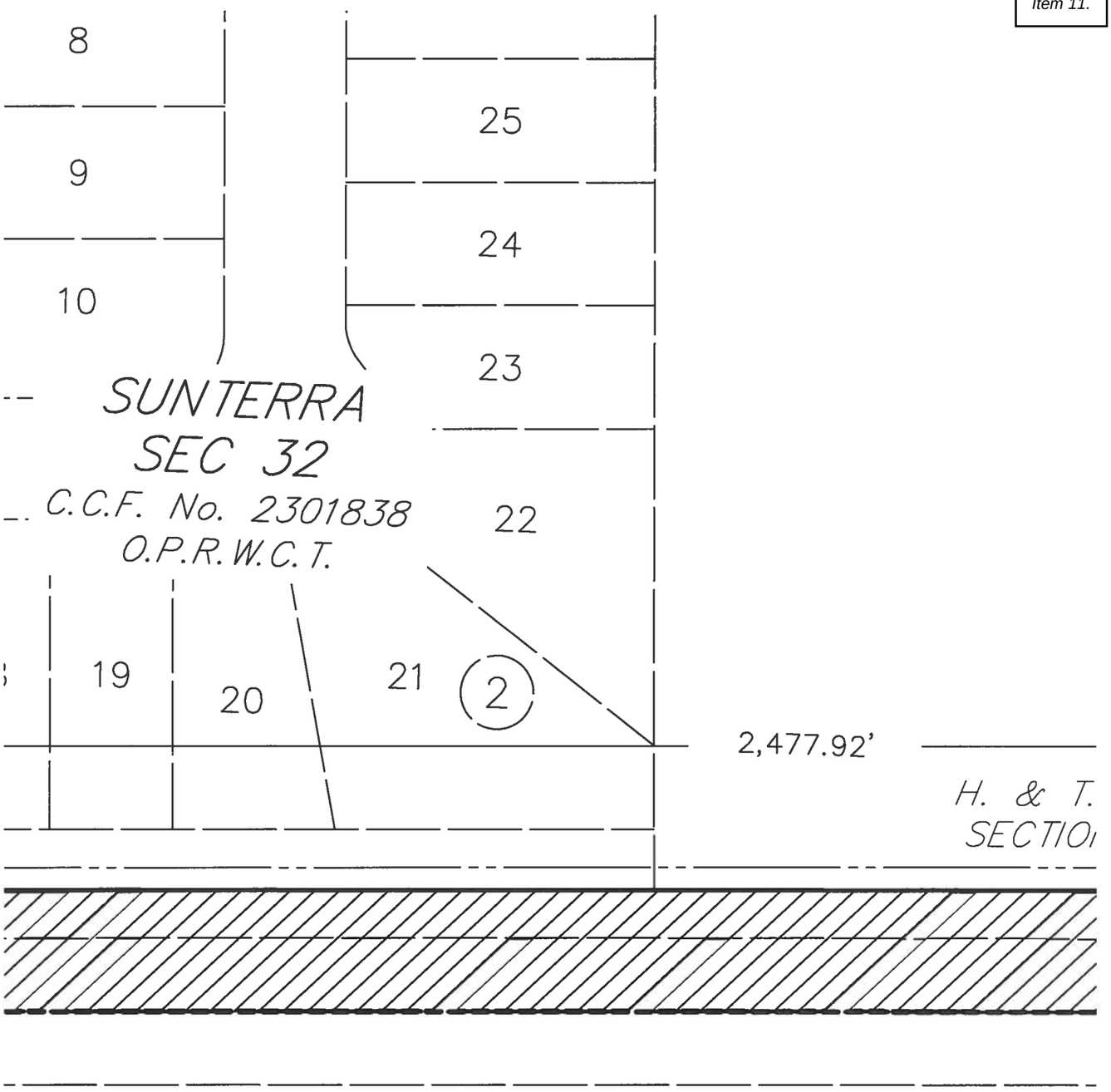


ROBERTA OPAL WRIGHT
RYLANDER ESTATE
CALLED 56-2/3 AC.
VOL. 189, PG. 343
D.R.W.C.T.

| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1R OF 1 | FINAL PLAT OF<br>CLAY ROAD<br>STREET<br>DEDICATION<br>SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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# REPLAT OF KATY ISD ELEMENTARY No 48
C.C.F. NO. 2413835
O.P.R.W.C.T.

H. & T. C. R.R. CO. SURVEY
SECTION 121 ABSTRACT 201

UNSHAD
19-0

CLAY ROAD
(50' ROW)

T. S. REESE SURVEY
ABSTRACT 333

UNSH
22-

GHT

C.

| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1S OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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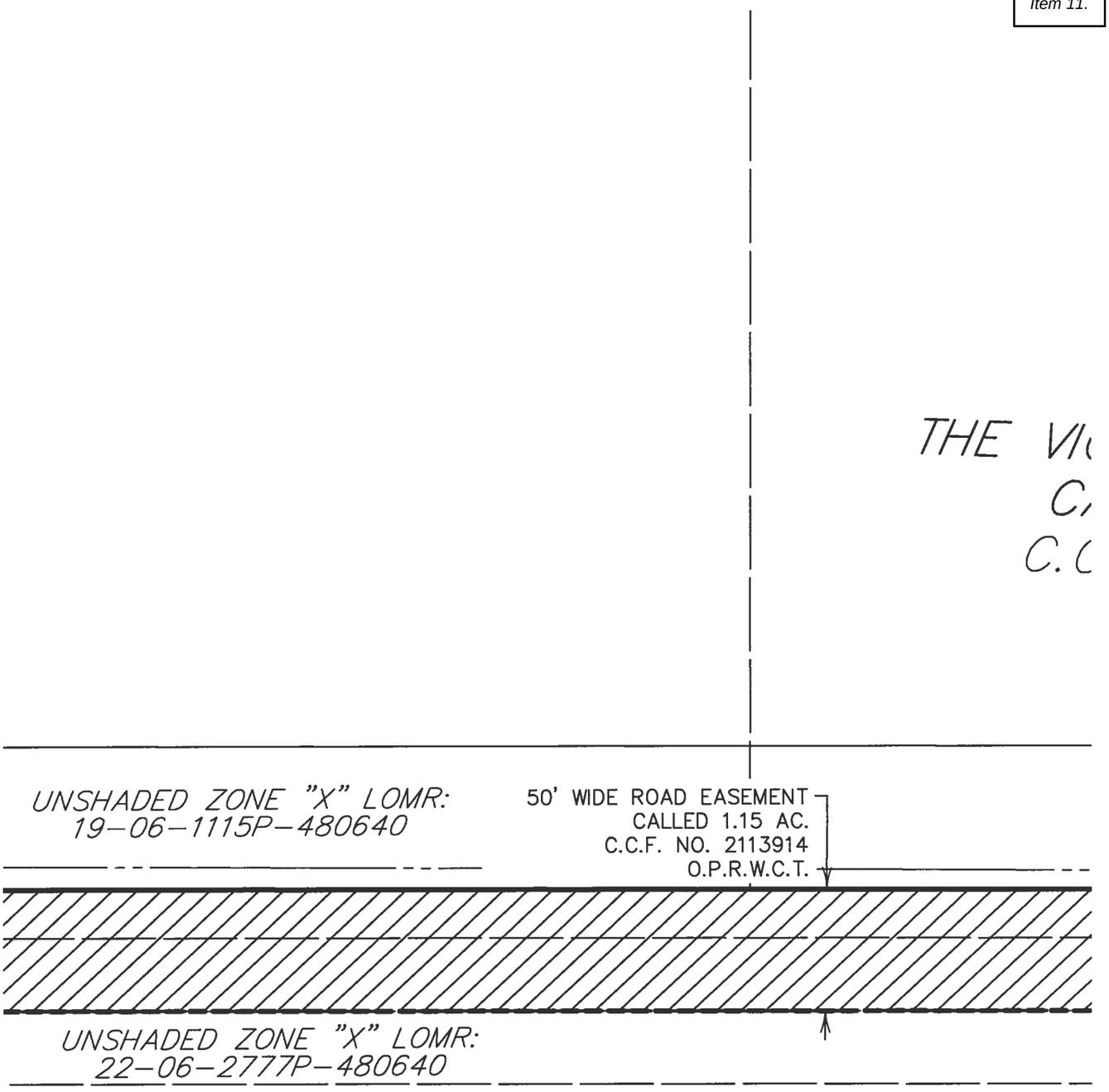


| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1T OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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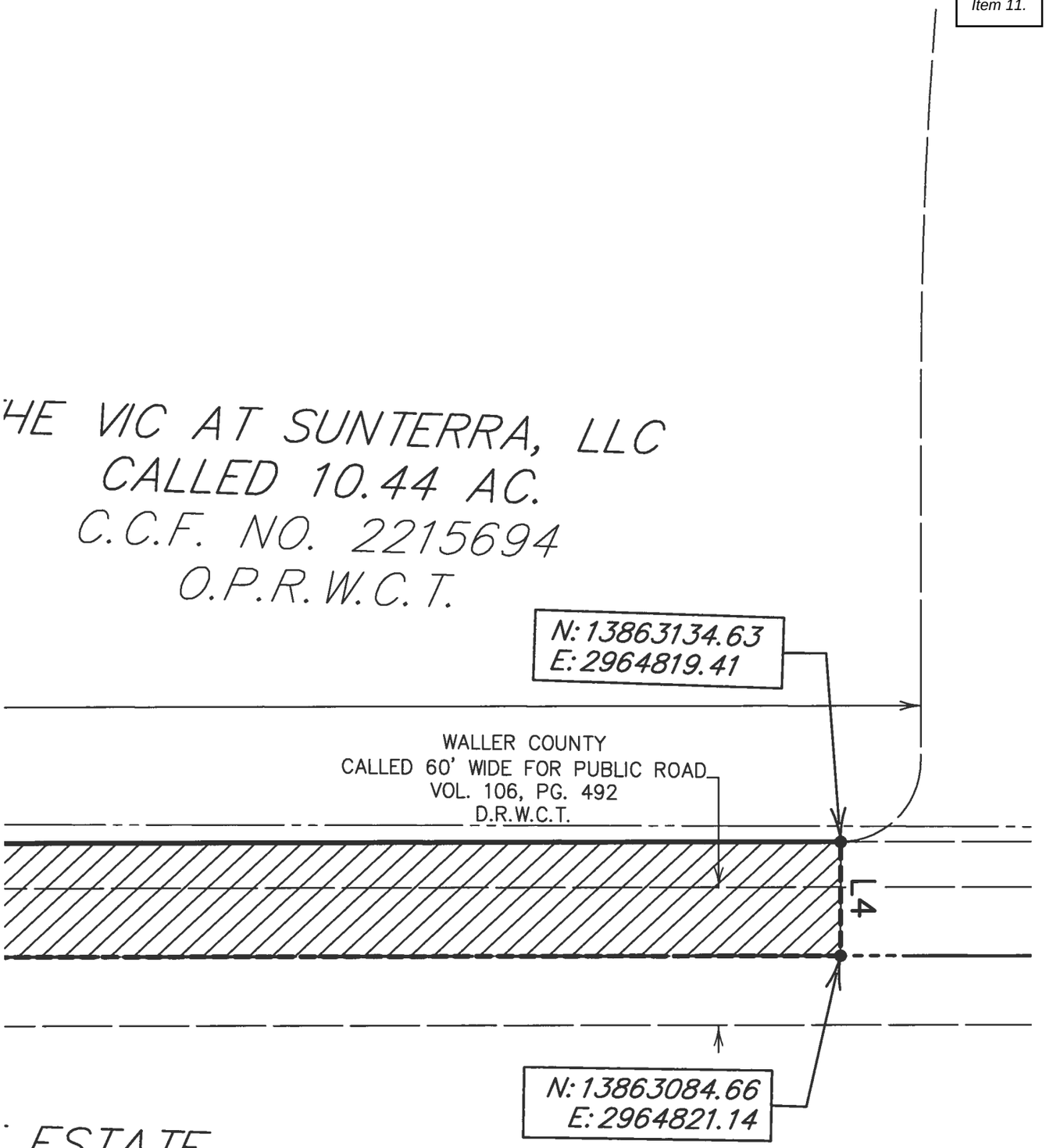


| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1U OF 1 | FINAL PLAT OF CLAY ROAD STREET DEDICATION SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |

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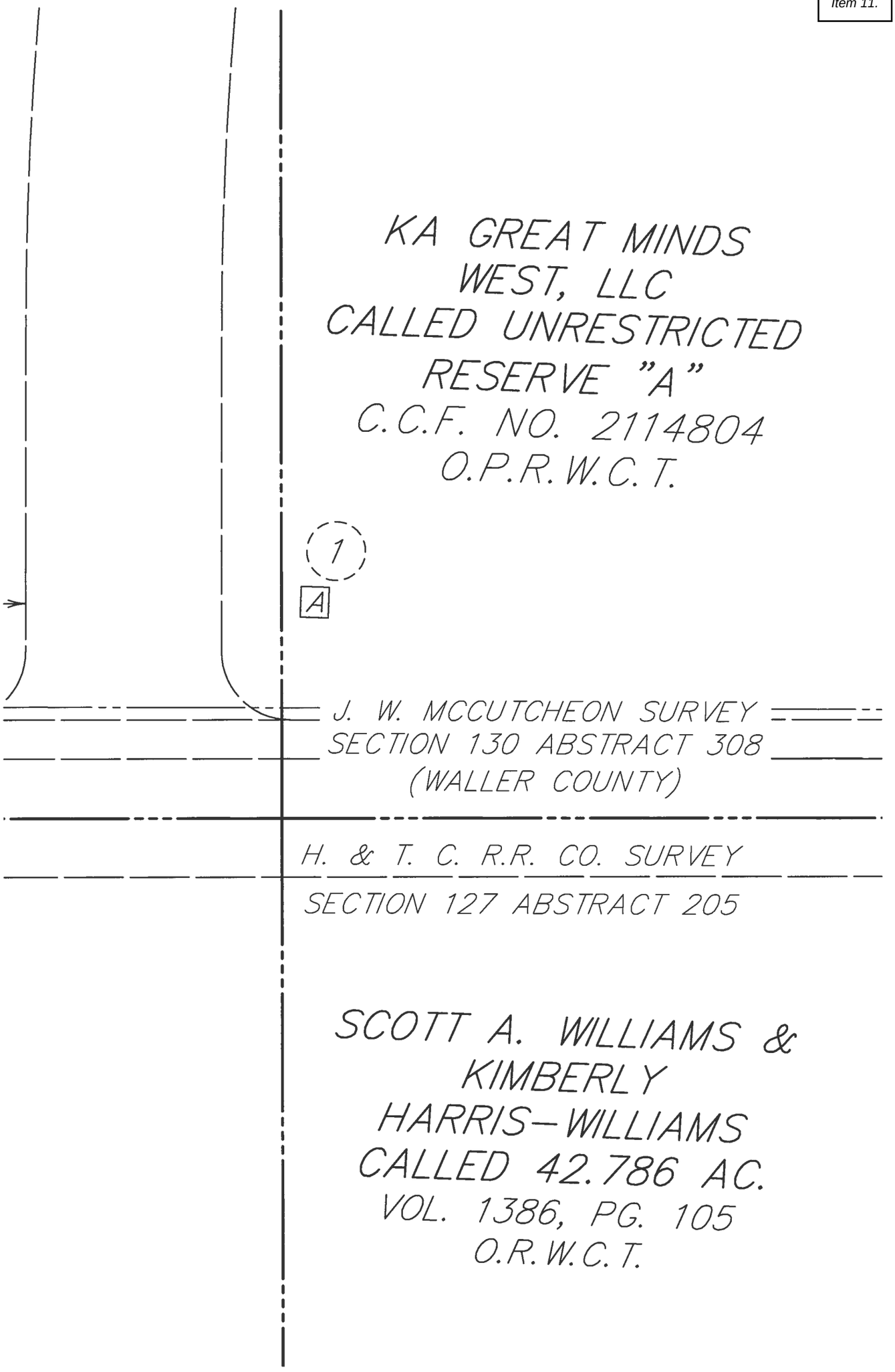


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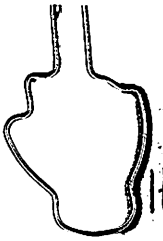
| | | | |
|---|---|---|---|
| DATE: DECEMBER 2023<br>SCALE 1"=60'<br>SHEET 1V OF 1 | FINAL PLAT OF<br>CLAY ROAD<br>STREET<br>DEDICATION<br>SEC 1 | **OWNER/DEVELOPER:**<br>**Astro Sunterra L.P.**<br>**a Delaware Limited Partnership**<br>2450 FONDREN ROAD, SUITE 210<br>HOUSTON, TEXAS 77063<br>(713) 783-6702<br>Sobryant@landtejas.com | **ENGINEER/PLANNER/SURVEYOR:**<br>QUIDDITY<br>Quiddity Engineering, LLC<br>Texas Board of Professional Engineers and Land Surveyors<br>Registration Nos. F-23290 & 10046100<br>2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000<br>Cjamnik@quiddity.com |



No Agreement. It can be a consent item! ♡

RECEIVED
APR 7 2025
BY: MK
Item 13.

***H-GAC***
**Houston-Galveston Area Counc**
P. O. Box 22777
Houston, TX 77227-2777
Phone 713-627-3200
FAX 713-993-2414

'OICE NO. **2025-12**

Date **1/31/2025**

Make All Payments Direct To: **H-GAC**
P. O. Box 22777
Houston, TX 77227-2777
*Please reference H-GAC Member Dues & Invoice Number with Remittance*

**SOLD TO:** Hon. Trey Duhon III
County Judge, Waller County
836 Austin Street, Suite 203
Hempstead, Texas 77445

| Item | Quantity | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| | | Computed at $0.04 per capita in accordance with Article VIII of the Houston-Galveston Area Council Bylaws as adopted on February 19, 2002, on the basis of the OFFICIAL 2020 Census Counts published by the U.S. Department of Commerce, or $200.00, whichever is greater. Your county's population is listed at | | |
| | | **56,794** | | $ 2,271.76 |
| | | For Membership Dues **January 1 - December 31, 2025** | | |

**TERMS: DUE UPON RECEIPT** **TOTAL** **$ 2,271.76**

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

KING
Architectural Consulting Services PLLC

Billed To
Danny Rothe
Waller County
836 Austin Street
Hempstead, TX 77445

Date of Issue
04/02/2025

Due Date
05/09/2025

Invoice Number
0000053

Reference
Bus. Node-New CH pay app#29, Mod Bldgs pay app #13

Amount Due (USD)
$2,000.69

| Description | Rate | Qty | Line Total |
|---|---|---|---|
| Third Party Architectural Services<br>10 hour trip to WC on April 1, 2025 with observation of New CH and Modular Bldg @ County Jail Facility, 1 hour for review of Pay App #29 and Pay App #13 in office | $150.00 | 11 | $1,650.00 |
| Travel Expense, Mileage<br>trip to Waller County - observation | $0.585 | 412 | $241.02 |
| Insurance Reimbursable | $109.67 | 1 | $109.67 |
| Travel Expense, lunch | $0.00 | 0 | $0.00 |

| | |
|---|---|
| Subtotal | 2,000.69 |
| Tax | 0.00 |
| Total | 2,000.69 |
| Amount Paid | 0.00 |
| Amount Due (USD) | $2,000.69 |

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

Thank You!

HISCOX
encourage courage®

# Payment schedule

## King Architectural Consulting Services PLLC

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

### Upcoming payment schedule

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

| | |
|---|---|
| • September 7, 2024 | $109.63 |
| • 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 #0000053
4.2.25

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

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

# Schmidt Funeral Home

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

**INVOICE**
**March 27, 2025**

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

Registration # 022065
Joan Sargent Waller Co. Treasurer
Deputy JG Date 3-27-25

| Quantity | Item | Units | Description | Discount % | Taxable | Unit Price | Total |
|---|---|---|---|---|---|---|---|
| 1 | | | Two Man First Call<br>- [redacted]<br>- [redacted]on | | | | 475.00 |
| 1 | | | Transport to Fort Bend ME | | | | 500.00 |
| 1 | | | Body Bag | | | | 200.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | Balance Due | $1175.00 |

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

MAR27'25AM8:57TREASURER

MAR27'25PM3:03AUDITOR

# INVOICE

**Fort Bend Medical Examiner**
3840 Bamore Road
Rosenberg, TX 77471

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

APR 2'25 PM 4:23 AUDITOR

**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.: 1484
Terms: Net 30
Invoice date: 04/01/2025
Due date: 05/01/2025

Registration # 022201
Joan Sargent Waller Co. Treasurer
Deputy JO Date 4-2-25

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | 12/10/2024 | **Autopsy** | Full Autopsy Case# 24-03131 ordered by Judge Ted Krenek | 1 | $2,600.00 | $2,600.00 |
| 2. | 12/10/2024 | **Autopsy** | Full Autopsy Case# 24-03132 dered by Judge Ted Krenek | 1 | $2,600.00 | $2,600.00 |
| 3. | 01/28/2025 | **Autopsy** | Full Autopsy Case# 25-00284WL ered by Judge Ted Krenek | 1 | $2,600.00 | $2,600.00 |
| 4. | 01/29/2025 | **Autopsy** | Full Autopsy Case# 25-00289WL dered by Judge Ted Krenek | 1 | $2,600.00 | $2,600.00 |
| 5. | 02/15/2025 | **Autopsy** | Full Autopsy Case# 25-0045 rdered by Judge J. R. Woolley | 1 | $2,600.00 | $2,600.00 |
| 6. | 02/24/2025 | **Autopsy** | Full Autopsy Case# 25-00543W y Judge Ted Krenek | 1 | $2,600.00 | $2,600.00 |

**Total** **$15,600.00**

APR 2'25 AM 11:45 TREASURER

# GENERAL SITE SERVICES

7939 N FM 331 Rd
Bellville, Texas 77418
Phone (713) 252-0906  Fax (979) 865-8035

# INVOICE

**DATE:** April 4, 2025
**INVOICE:** **#2586**

**BILL TO:**
Waller County, Texas
Attn: Brook Bacuetes
b.bacuetes@wallercounty.us

**FOR:** 2950 FM 359
Pattison, TX 77423

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| 30 cubic yard container delivered on **03/29/25** | 1 | $ 745.00 | $ 745.00 |

| | |
|---|---|
| SUBTOTAL | $ 745.00 |
| TAX RATE | EXEMPT |
| SALES TAX | EXEMPT |
| OTHER | |
| **TOTAL** | $ 745.00 |

**PLEASE MAKE CHECKS PAYABLE TO GENERAL SITE SERVICES**

**THANK YOU FOR YOUR BUSINESS!**

# INVC

INV-6152

| | | |
|---|---|---|
| **BOL #** | : | BOL-000041941 |
| **PO #** | : | |
| **Customer** | : | Waller County Recycling Center |
| **Customer Code** | : | WA-002750 |
| **Invoice Number** | : | INV-6152 |
| **Invoice Date** | : | 04/08/2025 |
| **Due Date** | : | 04/08/2025 |
| **Terms** | : | Due on Receipt |
| **Warehouse** | : | HQ |
| **Reference 1** | : | |
| **Reference 2** | : | |
| **Reference 3** | : | |

**Remit Payment To:**

CompuCycle
8019 Kempwood Dr.
Houston, TX 77055

**Bill To:**

Waller County Recycling Center; 425 FM 1488 RD #102; Hempstead , TX 77445 USA; Waller County Recycling Center

**Service Location:**

Waller County Recycling Center; 2950 FM 359; Pattison, TX 77423 USA; Brooke Bacuetes

| PO NUMBER | SO NUMBER | SALES REP | RECEIVED DATE | ORDER NUMBER |
|---|---|---|---|---|
| | SO-6601 | Customer Care | | IN-41941 |

| DESCRIPTION | QTY | UOM | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| ITAD - Miscellaneous Electronics | 773.00 | Weight | $0.150 | $115.95 |
| Labor - Driver | 6.25 | Unit | $31.500 | $196.88 |
| Labor - Technician | 6.25 | Unit | $26.250 | $164.06 |
| Logistics - CompuCycle Truck Collection | 6.25 | Unit | $194.250 | $1214.06 |

| | |
|---|---|
| Subtotal | $1690.95 |
| Payments | no charge |
| Tax | no charge |
| **Total** | $1690.95 |

# PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners Court of Waller County, do proclaim April as Fair Housing Month in Waller County and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the Commissioners Court of Waller County , State of Texas, on the __day of _____, 2025

**APPROVED:**

_____

County Judge Trey Duhon

**ATTEST:**

_____

Assignment ID# 250416-XX

STATE OF TEXAS
COUNTY OF WALLER

**WALLER COUNTY, TEXAS' CONSENT TO THE ASSIGNMENT OF TAX CODE CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, AND URBAN TWINWOOD, L.P.**

Waller County, Texas ("County") hereby consents to the Assignment (defined below) entered into between Urban Twinwood, LP ("Urban"), and Brookview Lone Star, LLC ("Brookview"). The County's consent is made and entered on April 16, 2025.

**WHEREAS,** County and Urban entered into a Tax Abatement Agreement on February 20, 2024 ("Agreement"), which is identified as Contract ID# 240220-20 and is attached hereto and incorporated herein as Exhibit 1; and

**WHEREAS,** Urban sold the property subject to the Agreement on July 24, 2024 to Brookview Lone Star, LLC, a Texas limited liability company; and

**WHEREAS,** at the time of the sale, Urban assigned its interests, duties and obligations under the Agreement to Brookview (the "Assignment"), which is attached hereto and incorporated herein as Exhibit 2; and

**WHEREAS**, Brookview assumed and accepted all of Urban's interests, duties, and obligations under the Agreement; and

**WHEREAS**, County consents to Urban's assignment of its interests, duties, and obligations under the Agreement, and Brookview's assumption thereof;

**NOW, THEREFORE** the parties agree as follows:

1. Urban assigned and transferred to Brookview all of its interests, duties, and obligations under the Agreement.
2. Brookview assumed and accepted all of Urban's interests, duties, and obligations under the Agreement.
3. The County consents to the assignment of Urban's interests, duties, and obligations under the Agreement to Brookview, and Brookview's assumption thereof.
4. Brookview's address for any notices to be delivered pursuant to the Agreement is as follows:

   Brookview Lone Star, LLC
   2700 Twinwood Business Drive East
   Brookshire, Texas 77423

5. No other amendments or modifications to the Agreement are hereby made.
6. This consent is effective as of the date of the last signature.

7. Signatories represent and warrant that they have the authority to bind the respective parties.

**WALLER COUNTY, TEXAS**

_____

Carbett "Trey" J. DUHON III
County Judge

_____

Date

Attest

_____

Debbie Hollan
County Clerk

_____

Date

**URBAN TWINWOOD, L.P.**

Urban Twinwood L.P., a Texas limited partnership
By: Urban Twinwood GP, LLC, as General Partner

_____

Don Weaver, Manager

03/06/2025

Date

**BROOKVIEW LONE STAR, LLC**

Brookview Lone Star, LLC, a Texas limited liability company

_____

Gerry Zelaya, President

03/06/2025

Date

**THE STATE OF TEXAS,**

**COUNTY OF WALLER,**

**IN THE COMMISSIONERS COURT**

**OF WALLER COUNTY, TEXAS**

## TAX ABATEMENT AGREEMENT:

This AGREEMENT is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("COUNTY"), and Urban Twinwood, LP, ("OWNER"), as of February 20, 2024.

## RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("ORDER"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "B"; and

WHEREAS, the County has previously adopted the TAX ABATEMENT AND INCENTIVES POLICY GUIDELINES & CRITERIA FOR WALLER COUNTY ("POLICY") governing Tax Abatement Agreements and Reinvestment Zones; and

WHEREAS, the POLICY constitutes appropriate guidelines and criteria governing Tax Abatement Agreements to be entered into by the County; and

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

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the POLICY previously adopted by County, and for the long-term benefit of the County;

**NOW THEREFORE**, the PARTIES do hereto mutually agree as follows:

**COVENANTS AND AGREEMENTS:**

1. The property that is the subject of this AGREEMENT shall be referred to as the PREMISES, and the PREMISES are described in EXHIBIT "A," which is attached hereto and incorporated herein.

2. OWNER shall ensure a prospective lessee/buyer for the SPEC BUILDING (as such term is defined in the COUNTY'S current POLICY) at the PREMISES is diligently and faithfully sought.

3. COUNTY and OWNER agree that if a lessee/buyer does not lease the SPEC BUILDING at the PREMISES before the end of Year (2) of this abatement AGREEMENT, said AGREEMENT will hereby terminate and OWNER will be assessed and owe all taxes payable to COUNTY commencing Year (3). For purposes of this AGREEMENT, the period from (i) January 1, 2025 through and including December 31, 2025 shall be referred to as Year (1), (ii) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (2), and (iii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (3).

4. Upon OWNER entering into a lease with a lessee, or sales agreement with a buyer, this AGREEMENT may be terminated, amended, or replaced on mutually acceptable terms by a written instrument duly executed by COUNTY and OWNER, based on the results of the Economic Impact Analysis as required in the COUNTY'S then-current POLICY.

5. A separate agreement may be made between the COUNTY and each lessee or buyer for specified new personal property, except inventory, the terms of which will be determined by the Economic Impact Analysis as required by the COUNTY'S then-current POLICY.

6. The improvements OWNER shall make to the PREMISES shall be referred to as the IMPROVEMENTS, and the IMPROVEMENTS shall be of the kind, number, and location specifically described in EXHIBIT "A," which is attached hereto and incorporated herein. Notwithstanding the foregoing, OWNER may amend EXHIBIT "A" with the prior written approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned, or delayed.

   a. The IMPROVEMENTS an approximate 55,000 sq. ft. building, shall have a total appraised value of at least $3,000,000 by the beginning of Year (1).

   b. OWNER shall ensure the IMPROVEMENTS are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

   c. Notwithstanding subsection a. above, OWNER shall have additional reasonable time to complete the IMPROVEMENTS in the event of "force majeure," if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. "Force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

7. OWNER shall, until the expiration of this AGREEMENT or until a lessee or buyer occupies the building, continuously operate (or cause to be operated) and maintain the PREMISES as a SPEC BUILDING.

8. OWNER shall, in writing and until the expiration of this AGREEMENT, annually certify compliance with this AGREEMENT to the COUNTY.

9. For the duration of this AGREEMENT, OWNER, as owner of the premises, is not required to employ persons as part of this AGREEMENT.

10. It is understood and agreed among the PARTIES that the PREMISES shall be appraised at market value for property tax purposes beginning January 1, 2025, including the value of any partially completed IMPROVEMENTS.

    a. If there are no IMPROVEMENTS on the PREMISES on January 1, 2025, and if OWNER'S failure to make IMPROVEMENTS is not excused under section 6.c., then this AGREEMENT is subject to termination by the COUNTY as if a default had occurred under section 13, and there shall be no tax abatement for the tax year beginning January 1, 2025.

    b. Beginning January 1, 2025 and continuing each year thereafter, the PREMISES and any and all IMPROVEMENTS shall be appraised at market value effective January 1 of each tax year.

11. OWNER agrees to confirm the PREMISES for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

12. Subject to the terms and conditions of this AGREEMENT, and subject to the rights of the holders of any outstanding bonds of the COUNTY, a portion of the ad valorem property taxes which would otherwise be owed to the COUNTY for the PREMISES shall be abated.

    a. Said abatement shall be in an amount equal to the percentages listed in the following table:

| |
|---|
| Year 1 (2025) – 100% |
| Year 2 (2026) – 100% |

b. Said abatement on the SPEC BUILDING located at the PREMISES shall terminate if not occupied by a lessee or buyer by December 31, 2026/end of Year (2). In such an event, OWNER is fully liable for all ad valorem property taxes owed to COUNTY beginning January 1, 2027/Year (3). Year (1) and Year (2) ad valorem property taxes will not be payable by OWNER if the SPEC BUILDING is not leased by the end of Year (2).

c. The abatement percentages in subsection a. above shall be applied to the taxes assessed for each year during the abatement period (including the taxes assessed on the value of the PREMISES and any and all IMPROVEMENTS) over the base value of the PREMISES in the year in which this AGREEMENT is entered. The PARTIES understand and agree that the percentages in subsection a. above only apply to IMPROVEMENTS and property that are eligible for abatement under Texas law.

d. OWNER shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect OWNER's right to protest and/or contest any taxes assessed on the PREMISES and any and all IMPROVEMENTS, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property IMPROVEMENTS is reduced, regardless of the initial appraised value, as the result of OWNER's protest, then the

percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole percentage. For example, if the protest of the certified appraised value is reduced by 6.6%, then the percentage of the tax abatement granted in any given year under this AGREEMENT on the IMPROVEMENTS would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

**DEFAULT:**

13. OWNER shall be in default if any of the following occurs:

a. IMPROVEMENTS are not completed substantially in accordance with this AGREEMENT, including EXHIBIT "A," as may be amended in accordance with the terms of this AGREEMENT;

b. OWNER fails to timely file annual renditions for the PREMISES and any and all IMPROVEMENTS;

c. OWNER allows its ad valorem taxes owed to the COUNTY, or any other taxes owed to any other taxing entity located in whole or in part in the COUNTY, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. OWNER operates the PREMISES (or causes the PREMISES to be operated) in violation of public health and safety laws, or allows the PREMISES or any part thereof to become a public nuisance; or

e. OWNER fails to comply with or violates any other part of this AGREEMENT.

14. In the event that OWNER defaults as described in section 13 above, the COUNTY shall give OWNER written notice of such default. If OWNER has not cured such default within sixty (60) days of said written notice, this AGREEMENT may be terminated by the COUNTY. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested to OWNER or its designated representative.

a. Any notice or certification to be provided pursuant to this AGREEMENT shall be made to the following persons, unless a substitute representative is designated in writing:

| COUNTY | OWNER |
|---|---|
| Carbett "Trey" J. Duhon III | Urban Twinwood, LP |
| County Judge | 2110 Grandway Dr. |
| 425 FM 1488 Suite 106 | Katy, TX 77449 |
| Hempstead, Texas 77445 | |

15. In the event of default or termination, the PARTIES acknowledge that actual damages would be speculative and difficult to determine and/or calculate. Accordingly, in the event of default or termination, as liquidated damages, OWNER shall owe all taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for all prior years, and all such taxes shall be paid to the COUNTY within sixty (60) days of the expiration of the cure period described in section 14 above.

a. In addition to any amounts due under section 15 above, interest on any such amounts shall be charged at the statutory rate for delinquent taxes, as determined by Chapter 33 of the Texas Tax Code

b. Notwithstanding subsection a. above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

c. If the COUNTY terminates this AGREEMENT, no abatements for the PREMISES in future years will be allowed.

16. Notwithstanding section 15 above, if OWNER completes the IMPROVEMENTS in compliance with this AGREEMENT, but subsequently fails to operate (or cause to be operated) and maintain the PREMISES in accordance with this AGREEMENT, then section 15 shall not apply to require payment of taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for all prior years, unless OWNER was not in compliance with this AGREEMENT during those prior years. Instead, OWNER shall only be liable to the COUNTY for those taxes which are assessed for the tax years in which OWNER ceases to operate (or cause to be operated) and maintain the PREMISES in accordance with this AGREEMENT

**MISCELLANEOUS:**

17. The COUNTY represents and warrants that the PREMISES does not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this AGREEMENT.

18. The terms and conditions of this AGREEMENT are binding upon the successors and assigns of all PARTIES. However, except for any collateral assignment to any lender of OWNER, this AGREEMENT cannot be assigned by OWNER without the COUNTY's written consent, which shall not be unreasonably withheld. If any lender of OWNER becomes the owner of the Premises as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, notwithstanding anything in this AGREEMENT to the contrary, such lender shall not be liable for any amounts under this AGREEMENT except for the taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for the years

during which this AGREEMENT was in effect or, if section 16 is applicable, then such lender shall only be liable for the amounts for which OWNER is liable under section 16.

19. This AGREEMENT may be replaced by a subsequent Tax Abatement Agreement consistent with COUNTY'S POLICY based on a qualifying lessee/buyer, COUNTY, and OWNER, in the event of a lease, all being parties to a mutually acceptable agreement. The Tax Abatement provided by any subsequent AGREEMENT SHALL BE BASED ON THE MERITS OF AN ECONOMIC IMPACT ANALYSIS AND APPLIED CONSISTENTLY WITH THEN-CURRENT COUNTY POLICIES.

20. It is understood and agreed between the PARTIES that OWNER is acting independently in the performance of its obligations hereunder, and the COUNTY assumes no responsibilities or liabilities for OWNER'S performance of this AGREEMENT. OWNER agrees to defend, indemnify, and hold harmless the COUNTY, including but not limited to the COUNTY'S officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits or judgments relating to OWNER'S performance of this AGREEMENT or OWNER'S PREMISES or IMPROVEMENTS.

21. OWNER agrees that the COUNTY and its agents or employees shall have the reasonable right of access to the PREMISES to inspect the IMPROVEMENTS to ensure that the IMPROVEMENTS have been made and are being made in accordance with this AGREEMENT. After completion of the IMPROVEMENTS, the COUNTY shall have the continuing right to ensure that the PREMISES are thereafter maintained and operated in accordance with this AGREEMENT, during the term of this AGREEMENT. However, the COUNTY will neither inspect for nor ensure that OWNER is in compliance with

federal, state, or local laws or regulations. The COUNTY'S inspections, if any, shall not constitute an acknowledgment or certification to OWNER or any third party that OWNER is in compliance with federal, state, or local laws or regulations.

22. This AGREEMENT shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this AGREEMENT be found unenforceable by a court of competent jurisdiction, all other parts of this AGREEMENT shall continue in full force and effect, and this AGREEMENT shall be reformed to as closely as possible reflect the original terms of this AGREEMENT.

23. OWNER'S rights and obligations arising under this AGREEMENT shall be effective upon OWNER'S acquisition of the PREMISES.

24. This AGREEMENT was authorized by the minutes of the Commissioners Court of Waller County, Texas at a meeting on February 20, 2024, whereupon it was duly determined that the County Judge would execute the AGREEMENT on behalf of Waller County, Texas.

25. Venue for disputes arising under or related to this AGREEMENT shall lie exclusively in Waller County, Texas.

26. All amendments and additions to this AGREEMENT and its EXHIBITS must be approved by the Waller County Commissioners Court.

27. Signatories to this AGREEMENT represent and warrant that they have authority to bind the respective PARTIES.

28. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

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

This Agreement is being executed on February 20, 2024

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

February 20, 2024
Date

ATTEST:

Debbie Hollan
Waller County Clerk

February 20, 2024
Date

URBAN TWINWOOD, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

2/23/2024
Date

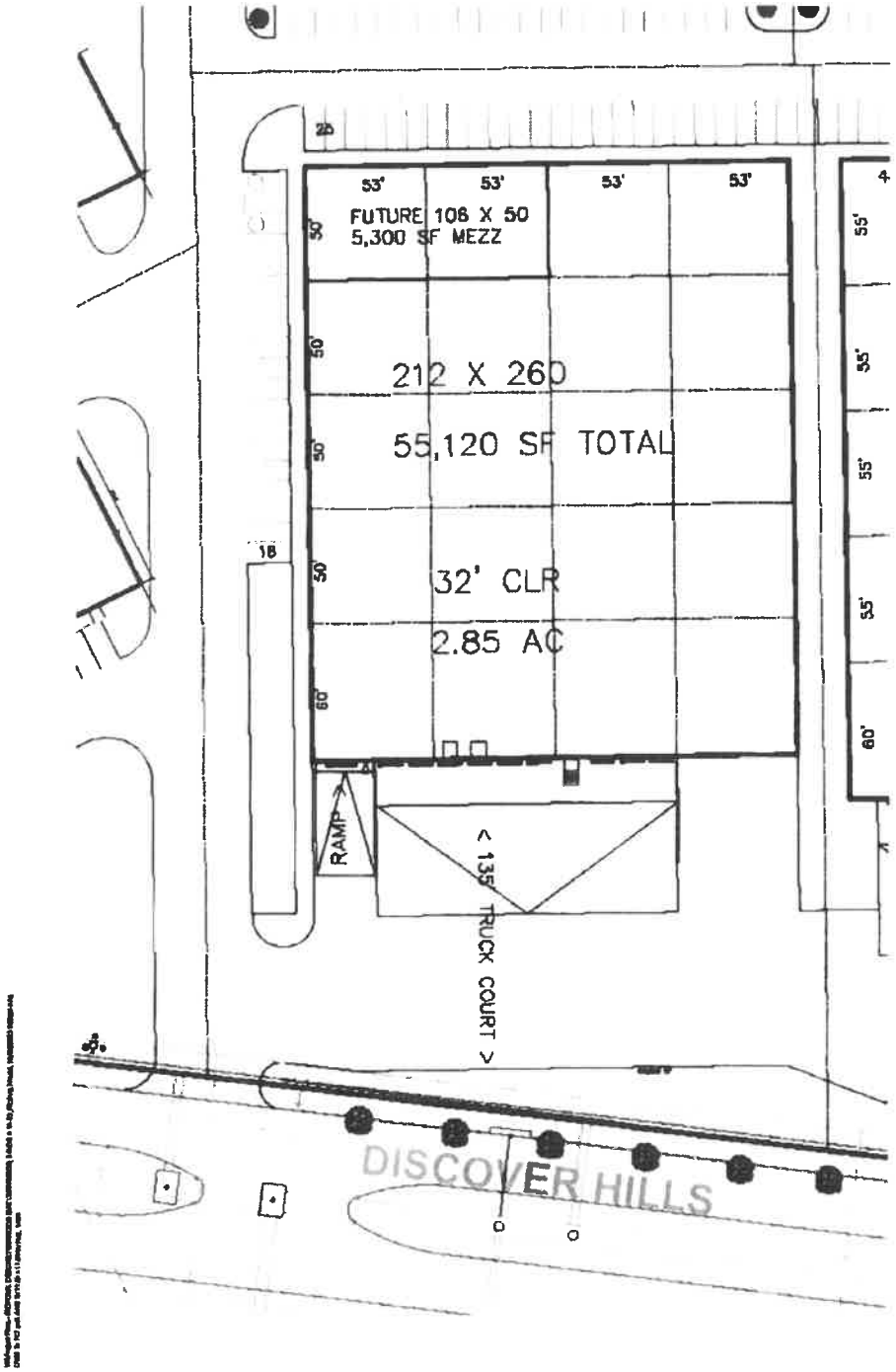
# EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE OR SITE PLAN

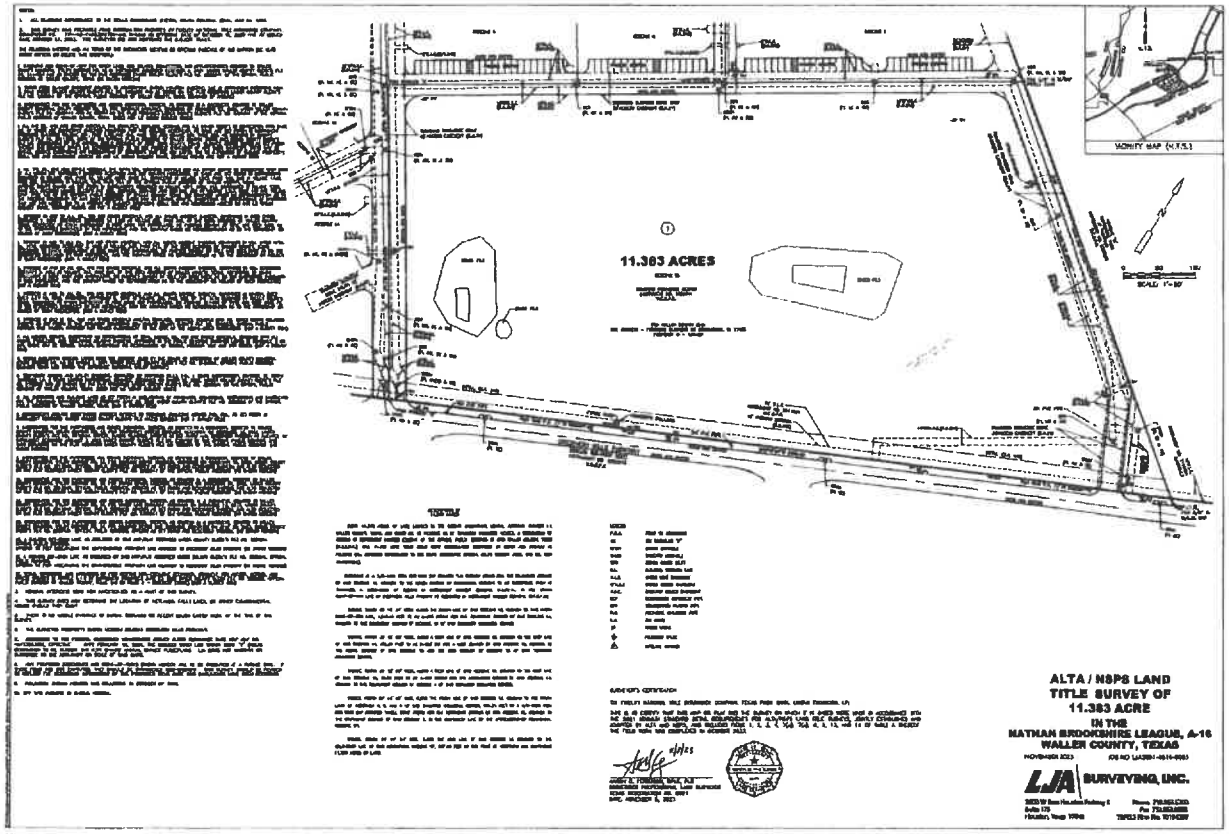
Provide a site plan drawing showing the location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the reinvestment zone. Please provide the address if you have one. Include as many documents as needed to provide the information.

**Attach legal description, plat (if any) and site plan, and survey**

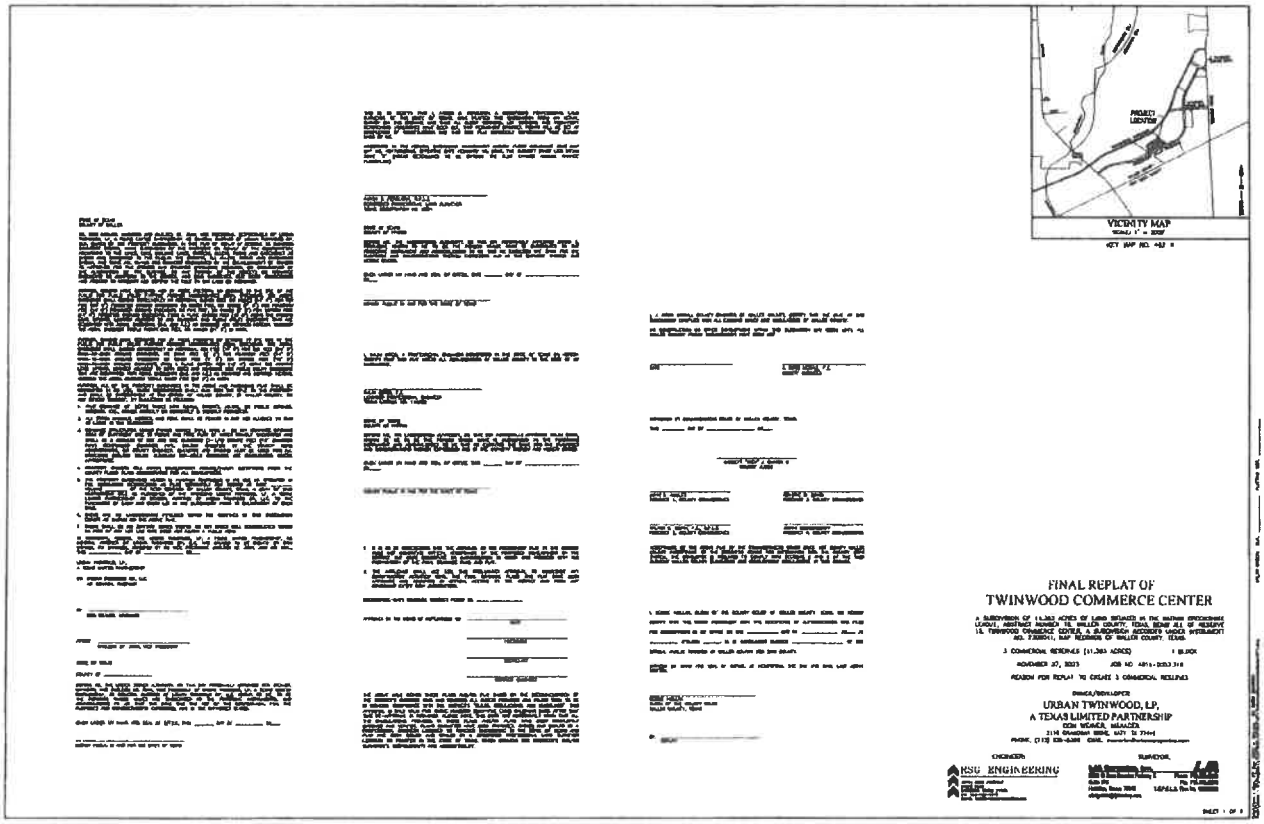
Attach copy of plat (if appropriate), a survey, and legal description (generally available from Title Company at closing). Please provide a clear copy of the plat or survey containing the appropriate GPS coordinates identifying the boundary, including the coordinates at each change in direction of the boundary. If possible, include it on paper no larger than legal size. This may be difficult for some attachments. If you need to use a larger page size to ensure readability, then please do. **Include the attachments after this page and not at the end of the application.** You will need to convert this document to a PDF and combine with your site plan, plat or survey.

2.844 Acres (Reserve 15A) in the Twinwood Commerce Center, Waller County, Texas


53'
53'
53'
53'
FUTURE 106 X 50
5,300 SF MEZZ
212 X 260
55,120 SF TOTAL
32' CLR
2.85 AC
RAMP
< 135' TRUCK COURT >
DISCOVER HILLS


11.383 ACRES
VICINITY MAP (N.T.S.)
SCALE: 1" = 50'
ALTA / NSPS LAND
TITLE SURVEY OF
11.383 ACRE
IN THE
NATHAN BRDOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS
LJA SURVEYING, INC.

Item 20.



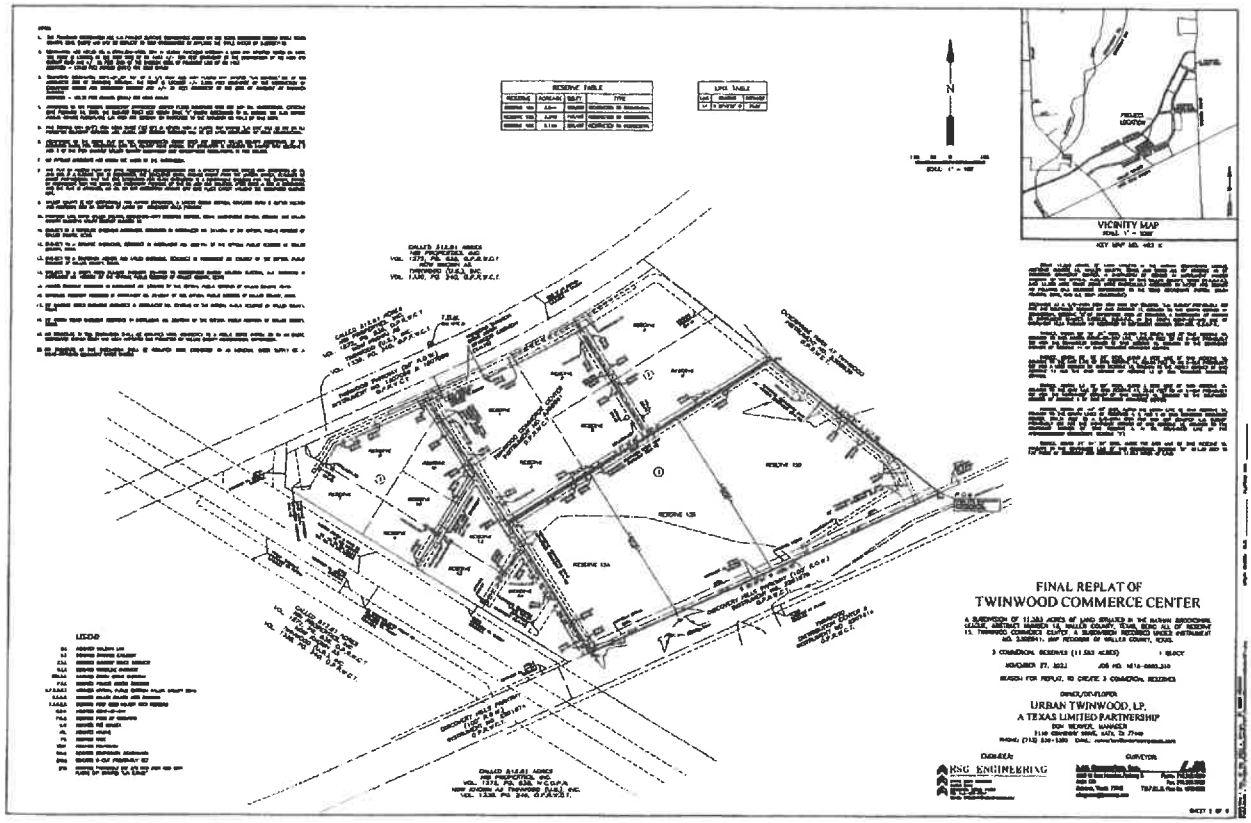
VICINITY MAP

FINAL REPLAT OF
TWINWOOD COMMERCE CENTER

URBAN TWINWOOD, LP,
A TEXAS LIMITED PARTNERSHIP

KSG ENGINEERING

Item 20.


RESERVE TABLE
LOT TABLE
N
VICINITY MAP
FINAL REPLAT OF
TWINWOOD COMMERCE CENTER
URBAN TWINWOOD, LP.
A TEXAS LIMITED PARTNERSHIP
RSG ENGINEERING



Item 20.

# Exhibit B: Reinvestment Zone Order

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY TEXAS

ORDER DESIGNATING REINVESTMENT ZONE
WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas held on the 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, the following Order was adopted:

WHEREAS, the Commissioners Court of Waller County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and

WHEREAS, it is in the best interest of the county to designate Twinwood Business Park, located south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as a reinvestment zone pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates as a Reinvestment Zone (the "Zone") Twinwood Business Park located in the area described as 410.9 acres of land located in the Nathan Brookshire Survey Abstract Number 16 Waller County Texas out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County Texas (W C O P R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc by an instrument of record in Volume 1394, Page 828, W C O P.R. that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc by an instrument of record in Instrument Number 1607328 W.C O.P R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc by an instrument of record in Volume 1334, Page 457, W C O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc by an instrument of record in Volume 1334, Page 467, W C O P R that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc by an instrument of record in Volume 1338, Page 389, W C O P R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc by an instrument of record in Volume 1272, Page 838, W C O P R said NBI Properties Inc acre tract now known as Twinwood (US) Inc by an instrument of record in Volume 1330 Page 240 W C O P R the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act;

Section 3. That the Commissioners Court has heretofore adopted Tax Abatement and Incentives Policy Guidelines & Criteria for Waller County;

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 10th day of May, 2023;

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement;

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community; and

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

# Exhibit A

February 8, 2018
Job No. 7777-2010

## DESCRIPTION OF
## 410.9 ACRES

Being 410.9 acres of land located in the Nathan Brookshire Survey, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., said 410.9 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment)

Beginning at a 5/8-inch iron rod with cap stamped "Kalkomey Surveying" found for the southeast corner of said 512.81 acre tract, common to the northeast corner of that certain tract of land described as "Tract 3" in deed to FF Texas Holdings, LP by an instrument of record in File Number 2013104491, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), in the west right-of-way line of Woods Road (called 80-feet wide), and in the Waller/Fort Bend County Line,

Thence, South 64° 48' 51" West, departing said west right-of-way line, along the southeast line of said 512.81 acre tract, common to the northwest lines of said Tract 3 and that certain called 0.138 acre tract described in deed to State of Texas by an instrument of record in Volume 264, Page 217, of the Deed Records of said Fort Bend County, Texas, and along said County Line, 6,445.84 feet to a 5/8-inch iron rod with cap stamped "Landtech-Consultants" found for the southwest corner of said 512.81 acre tract, common to the northwest corner of said 0.138 acre tract, in the northeast right-of-way line of F.M. Highway 359 (called 100-feet wide),

Thence, North 35° 56' 35" West, along the west line of said 512.81 acre tract, common to said northeast right-of-way line, 1,754.96 feet to a point for corner,

Thence, North 54° 03' 40" East, departing said common line, 500.29 feet to a point for corner, the beginning of a tangent curve,

Thence, 618.09 feet along the arc of a tangent curve to the right, having a radius of 3,165.00 feet, a central angle of 11° 11' 21", and a chord which bears North 59° 39' 21" East, 617.11 feet to a point for corner,

Thence, North 65° 15' 01" East, 2,257.72 feet to a point for corner, the beginning of a tangent curve,

Thence, 2,666.12 feet along the arc of a tangent curve to the left, having a radius of 3,235.00 feet, a central angle of 47° 13' 13", and a chord which bears North 41° 38' 25" East, 2,591.31 feet to a point for corner,

Thence, North 18° 01' 48" East, 504.67 feet to a point for corner, the beginning of a tangent curve,

Thence, 471.10 feet along the arc of a tangent curve to the right, having a radius of 3065.00 feet, a central angle of 08° 48' 23", and a chord which bears North 22° 26' 00" East, 470.63 feet to a point for corner,

Thence North 26° 50' 12" East, 2,093 87 feet to a point for corner, the beginning of a tangent curve,

Thence 491 42 feet along the arc of a tangent curve to the right having a radius of 465 00 feet, a central angle of 60° 33' 04" and a chord which bears North 57° 06' 44" East, 468 87 feet to a point for corner,

Thence, North 87° 23' 16" East, 247 40 feet to a point for corner in the east line of the aforementioned 372 8995 acre tract, common to the aforementioned west right-of-way line of Woods Road,

Thence South 02° 36' 44" East 1 505 90 feet to the southeast corner of said 372 8995 acre tract, common to the intersection of the north line of the aforementioned 6 35 acre tract and said west right of way line from which a found 5/8-inch iron rod bears South 87° 46' 34" West, 1 19 feet,

Thence North 87° 46' 34" East, along the north line of said 6 35 acre tract 39 96 feet to a point for corner in the centerline of said Woods Road

Thence South 02° 31' 07" East, along the east line of said 6 35 acre tract, common to the centerline of said Woods Road, 23 05 feet to a cotton spindle found for the southeast corner of said 6 35 acre tract, common to the northeast corner of that certain tract of land described in deed to Kohinoor Group, L P by an instrument of record in Volume 1293 Page 107, W C O P R

Thence South 87° 34' 15" West along the south line of said 6 35 acre tract, common to the north line of said Kohinoor Group tract 716 36 feet to the northeast corner of the aforementioned 14 00 acre tract

Thence South 02° 31' 07" East along the east line of said 14 00 acre tract, 199 58 feet to the southeast corner of said 14 00 acre tract in a north line of the aforementioned 89 10 acre tract,

Thence, North 87° 34' 14" East, along the south line of said Kohinoor Group tract common to a north line of said 89 10 acre tract, passing at a distance of 675 98 a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the intersection of said common line with the aforementioned west right-of-way line of Woods Road, continuing for a total distance of 716 36 feet to a mag nail with shiner found for the southeast corner of said Kohinoor Group tract, common to a northeast corner of said 89 10 acre tract, in the centerline of said Woods Road,

Thence, South 02° 31' 07" East, along the centerline of said Woods Road, common to the east line of said 89 10 acre tract, passing at a distance of 399 21, a mag nail found for the common east corner of said 89 10 acre tract and the aforementioned 16 93 acre tract, continuing along said centerline, common to the east line of said 16 93 acre tract, passing at a distance of 598.84 feet a mag nail with shiner found for the common east corner of said 16 93 acre tract and the aforementioned 190 91 acre tract, continuing along said centerline, common to the east line of said 190 91 acre tract for a total distance of 1,687 80 feet to the southeast corner of said 190 91 acre tract, from which a found cotton spindle bears, North 87° 43' 24" East, 0 81 feet

Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190 91 acre tract, passing at a distance of 39 26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19 49 acre tract of land described in deed to Ironwood Yoakum Partners, LLC by an instrument of record in File Number 1608441,W C O P R , continuing along the north line of said 19 49 acre tract common to said south line for a total distance of 963 14 feet to a 5/8-inch iron rod found for the northwest corner of said 19 49 acre tract common to an east corner of the aforementioned 512 81 acre tract

Thence, South 02° 40' 16" East departing said south line, along the west line of said 19 49 acre tract and an east line of said 512 81 acre tract 956 04 feet to a 3 4-inch iron pipe found for the southwest corner of said 19 49 acre tract, common to an east corner of said 512 81 acre tract;

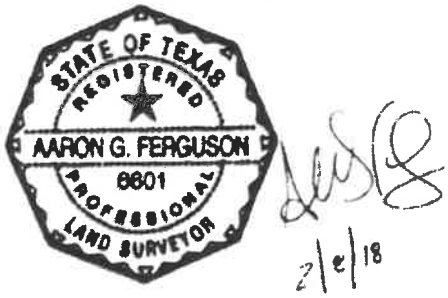
Twinwood Business Park

February 8, 2018
Job No 7777-2010

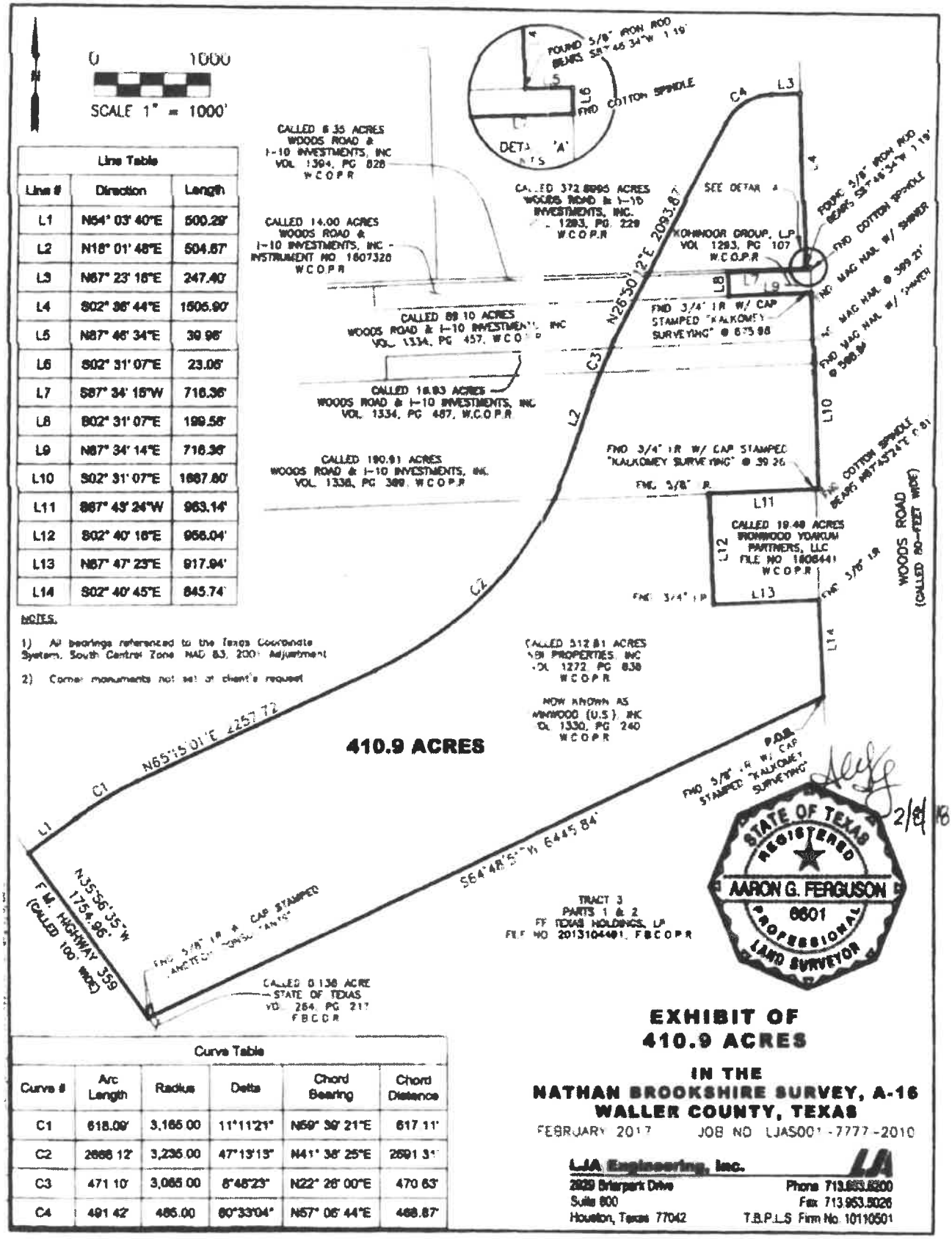
Thence, North 87° 47' 23" East along the south line of said 19.49 acre tract common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way line of said Woods Road.

Thence, South 02° 40' 45" East, along an east line of said 512.81 acre tract, common to said west right-of-way line, 845.74 feet to the POINT OF BEGINNING and containing 410.9 acres of land

Corner monuments were not set at the client's request




2/8/18




| Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | N54° 03' 40"E | 500.29' |
| L2 | N18° 01' 48"E | 504.67' |
| L3 | N87° 23' 16"E | 247.40' |
| L4 | S02° 36' 44"E | 1506.90' |
| L5 | N87° 46' 34"E | 39.96' |
| L6 | S02° 31' 07"E | 23.05' |
| L7 | S87° 34' 15"W | 716.36' |
| L8 | S02° 31' 07"E | 199.56' |
| L9 | N87° 34' 14"E | 716.36' |
| L10 | S02° 31' 07"E | 1667.80' |
| L11 | S87° 43' 24"W | 963.14' |
| L12 | S02° 40' 16"E | 956.04' |
| L13 | N87° 47' 23"E | 917.94' |
| L14 | S02° 40' 45"E | 845.74' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Arc Length | Radius | Delta | Chord Bearing | Chord Distance |
| C1 | 618.09' | 3,165.00 | 11°11'21" | N59° 39' 21"E | 617.11' |
| C2 | 2666.12' | 3,235.00 | 47°13'13" | N41° 38' 25"E | 2591.31' |
| C3 | 471.10' | 3,065.00 | 8°48'23" | N22° 26' 00"E | 470.63' |
| C4 | 491.42' | 486.00 | 60°33'04" | N57° 06' 44"E | 468.87' |

**EXHIBIT OF**
**410.9 ACRES**

**IN THE**
**NATHAN BROOKSHIRE SURVEY, A-16**
**WALLER COUNTY, TEXAS**

FEBRUARY 2017 JOB NO. LJA5001-7777-2010

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10110501

# EXHIBIT 2

## ASSIGNMENT OF CONTRACTS, PERMITS, LICENSES AND WARRANTIES

THIS ASSIGNMENT, made as of the 24 day of July, 2024, by **URBAN TWINWOOD, LP**, a Texas limited partnership ("Assignor"), to **BROOKVIEW LONE STAR, LLC**, a Texas limited liability company("Assignee").

W I T N E S S E T H:

WHEREAS, by Commercial Contract – Improved Property (the "Purchase Agreement") dated as of March 6, 2024, between Assignor and Assignee (as successor-in-interest to Hydronix Water Technology, LLC, the original buyer), Assignee has agreed to purchase from Assignor as of the date hereof, and Assignor has agreed to sell to Assignee, that certain property located at 2700 Twinwood Business Drive East, Brookshire, Texas 77423 (the "Property"); and

WHEREAS, Assignor desires to assign to Assignee as of the date hereof all of Assignor's right, title and interest in contracts, permits, trademarks, licenses and warranties held by Assignor in connection with the Property (collectively, the "Contracts").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Assignor hereby assigns, sets over and transfers unto Assignee to have and to hold from and after the date hereof all of the right, title and interest of Assignor in, to and under the Contracts. Assignor agrees without additional consideration to execute and deliver to Assignee any and all additional forms of assignment and other instruments and documents that may be reasonably necessary or desirable to transfer or evidence the transfer to Assignee of any of Assignor's right, title and interest to any of the Contracts.

This Assignment shall be governed by the laws of the State of Texas, applicable to agreements made and to be performed entirely within said State.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

ASSIGNOR:

**URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP**

By: URBAN TWINWOOD GP, LLC, a Texas limited liability company, as General Partner

By: _____
Don Weaver, Manager

Date: July 24, 2024

STATE OF TEXAS IN THE COMMISSIONERS COURT

COUNTY OF WALLER OF WALLER COUNTY, TEXAS

ORDER DESIGNATING WALLER COUNTY VIGAVI REINVESTMENT ZONE 15
PURSUANT TO TEXAS TAX CODE SECTIONS 312.401 AND 312.201

**AN ORDER DESIGNATING A CERTAIN AREA WITHIN WALLER COUNTY, TEXAS AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.**

RECITALS

WHEREAS, Waller County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Waller County Commissioners Court ("Commissioners Court") is the governing body of the County;

WHEREAS, Texas Tax Code Chapter 312 authorizes the County to designate reinvestment zones and enter into tax abatement agreements;

WHEREAS, the County adopted the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria on November 29, 2023 governing reinvestment zones and tax abatement agreements;

WHEREAS, the Commissioners Court desires to create the proper economic and social environment to induce the investment in the county of private resources in productive business enterprises and to encourage the employment of residents of the County;

WHEREAS, the Commissioners Court desires to promote the development or redevelopment of certain tracts of land (the "Area") within its jurisdiction by the creation of a reinvestment zone as authorized by Texas Tax Code Chapter 312 and the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria;

WHEREAS, the Area does not include land within the taxing jurisdiction of a municipality;

WHEREAS, the Commissioners Court both published notice of the public hearing on the designation of the Area as Waller County Vigavi Reinvestment Zone 15 in The Waller County Express and The Katy Times, both newspapers having general circulation in the County, and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and such notice was delivered not later than the seventh day before the public hearing;

WHEREAS, the Commissioners Court held a public hearing on the designation of the Area as Waller County Vigavi Reinvestment Zone 15, during which any interested person was able to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone;

WHEREAS, the Commissioners Court finds that designating the Area as a reinvestment zone will contribute to the retention or expansion of primary employment and/or will attract major investment in the zone that will be a benefit to the property to be included in the zone, and will contribute to the economic development of the county;

WHEREAS, the Commissioners Court finds that it is in the best interest of the county to designate the property described as 116 acres of land out of a 293 acre tract, out of the H & T.C.R.R. Co. Survey, Section 101, Abstract 168, as a reinvestment zone, pursuant to Sections 312.401 and

312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act);

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS THAT:

**Section 1.** **Findings**:

a. The facts and recitations contained in the Recitals of this Order are hereby found and declared to be true and correct, and are adopted as part of this Order for all purposes.

b. The Commissioners Court conducted the public hearing on April 16, 2025, heard evidence and testimony, and makes the following findings and determinations based on the evidence and testimony presented to it:

1. The public hearing on the designation of the reinvestment zone was properly called, held, and conducted; and that notice of such hearing was published as required by law and provided to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone;

2. The designation of the reinvestment zone will result in benefits to Waller County, Texas; and will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property included in the zone, and will contribute to the economic development of the County.

3. The Area meets the criteria set forth in the Texas Tax Code Chapter 312 and the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria.

4. No portion of the Area includes land within the taxing jurisdiction of a municipality.

**Section 3.** **Zone Designation**: The Commissioners Court hereby designates the area described by Exhibit A attached hereto, and depicted in the map in Exhibit B attached hereto, both of which are incorporated herein by reference for all purposes, as a reinvestment zone under Texas Tax Code § 312.401. The reinvestment zone shall hereafter be named Waller County Vigavi Reinvestment Zone Number 15.

**Section 4.** **Effective Date**: The reinvestment zone shall take effect upon the passage of this Order, and shall remain in effect for a period of five years from the date of designation.

**Section 5.** **Severability**: If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

**Section 6.** **Notice**: It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by Texas Government Code, Chapter 551, and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general

circulation within the County, and such notice was delivered to the presiding officers of any affect taxing entity as required by Texas Tax Code, Chapter 312.

ORDERED, APPROVED, AND ADOPTED on this the 16th day of April, 2025.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A Amsler
Commissioner, Precinct No. 1

_____
Kendrick Jones
Commissioner, Precinct No. 3

_____
Walter Smith
Commissioner, Precinct No. 2

_____
Justin Beckendorff
Commissioner, Precinct No. 4

ATTEST

_____
Debbie Hollan
County Clerk

# EXHIBIT A

## METES AND BOUNDS DESCRIPTION
## OF 36.202 ACRES OF LAND
## IN THE H. & T.C.R.R. CO. SURVEY, SECTION 75, ABSTRACT NUMBER 155
## WALLER COUNTY, TEXAS

BEING 36.202 acres of land in the H.&T.C.R.R. CO. Survey, Section 75, Abstract Number 155, Waller County, Texas, being a portion of Unrestricted Reserve "B" of FINAL PLAT OF JORDAN RANCH WALLER COUNTY according to the plat thereof recorded under Instrument No. 2411747 of the Official Public Record of Waller County, Texas, together with 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, Texas, and recorded under File No. 1501833 of the Official Public Records of Waller County, Texas, together with all of the called 0.941 acre tract described as "Tract 1" in the deed from Lyle Talbert Jordan, Trustee of the Lyle Talbert Jordan Non GST Trust to Myna Jean Jordan Nail, Trustee of the Myrna Jean Jordan Nail Non GST Trust recorded in Volume 901, Page 375 of the Deed Records of Waller County, Texas, together with a portion of the called 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 Nail, Trustee of the Myrna Jean Jordan Nail Non GST Trust recorded in Volume 901, Page 380 of the Deed Records of Waller County, Texas, along with all of the called 3.083 acre tract described in the deed from Myrna Jean Jordan Nail, Trustee of the Myrna Jean Jordan Nail Non-GST Trust to Mary Ann Jordan recorded under File Number 1508628 of the Official Public Records of Waller County, Texas, and a portion of Jordan Road, also known as Jordan Field Road (a 70-foot wide private road), said 36.202 acres being 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 5/8-inch iron rod found for the southwest corner of Unrestricted Reserve "B" of FINAL PLAT OF P150 according to the plat thereof recorded under File No. 2202492 in the Official Public Records of Waller County, Texas, and the northwest corner of the herein described tract, at the intersection of the easterly right-of-way line of Woods Road (80' R.O.W.) and said Jordan Road;

**THENCE** North 88° 02' 48" East - 1831.15 feet, with the southerly line of said Unrestricted Reserve "B" of FINAL PLAT OF P150, to an "X" in concrete found for the northeast corner of the herein described tract;

**THENCE** South 01° 57' 06" East - 967.45 feet, with the easterly line of said Unrestricted Reserve "B" of FINAL PLAT OF JORDAN RANCH WALLER COUNTY, to a 5/8-inch iron rod with cap stamped "IDS" found for the most easterly southeast corner of the herein described tract;

**THENCE** South 65° 00' 39" West - 177.43 feet to a 5/8-inch iron rod with cap stamped "IDS" found for the most southerly southeast corner of said Unrestricted Reserve "B" of FINAL PLAT OF JORDAN RANCH WALLER COUNTY, and the most southerly southeast corner of the herein described tract;

**THENCE** South 88° 39' 03" West - 654.03 feet to a 5/8-inch iron rod with cap stamped "IDS" found for the southeast corner of said called 15.396 acre tract, the southwest corner of said

Unrestricted Reserve “B” of FINAL PLAT OF JORDAN RANCH WALLER COUNTY and an angle corner of the herein described tract;

**THENCE** South 88° 02' 48" West - 540.44 feet to a 5/8-inch iron rod with cap stamped “IDS” found for the most southerly southwest corner of said called 15.396 acre tract and the most southerly southwest corner of the herein described tract, in the easterly line of a called 3.922 acre tract described in the deed from Leyton Trent Jordan to Dacab Properties, LLC recorded under File No. 2011110 of the Official Public Records of Waller County, Texas;

**THENCE** North 02° 36' 51" West - 432.32 feet to a 5/8-inch iron rod with cap found for the northeast corner of the said called 3.922 acre tract and an interior corner of the herein described tract;

**THENCE** South 87° 09' 05" West - 191.65 feet to a T-post found for the most westerly southwest corner of said called 15.396 acre tract, and an interior corner of the herein described tract, in the east line of said called 0.941 acre tract;

**THENCE** South 02° 36' 07" East - 33.08 feet to a 5/8-inch iron rod with cap stamped “IDS” found for the southeast corner of said called 0.941 acre tract and an interior corner of the herein described tract;

**THENCE** South 87° 37' 40" West - 269.98 feet to a 1/2-inch iron pipe found for the southwest corner of the said called 0.941 acre tract and the most westerly southwest corner of the herein described tract, in the easterly right-of-way line of said Woods Road;

**THENCE** North 02° 36' 06" West - 152.77 feet, with the easterly right-of-way line of said Woods Road, to a 5/8-inch iron rod with cap stamped “IDS” found for the southwest corner of a called 2.5598 acre tract described in the deed from Becksters Holdings LLC to 2123 Woods RD. LLC recorded under File No. 2105780 of the Official Public Records of Waller County, Texas, the northwest corner of said called 0.941 acre tract and an angle corner of the herein described tract;

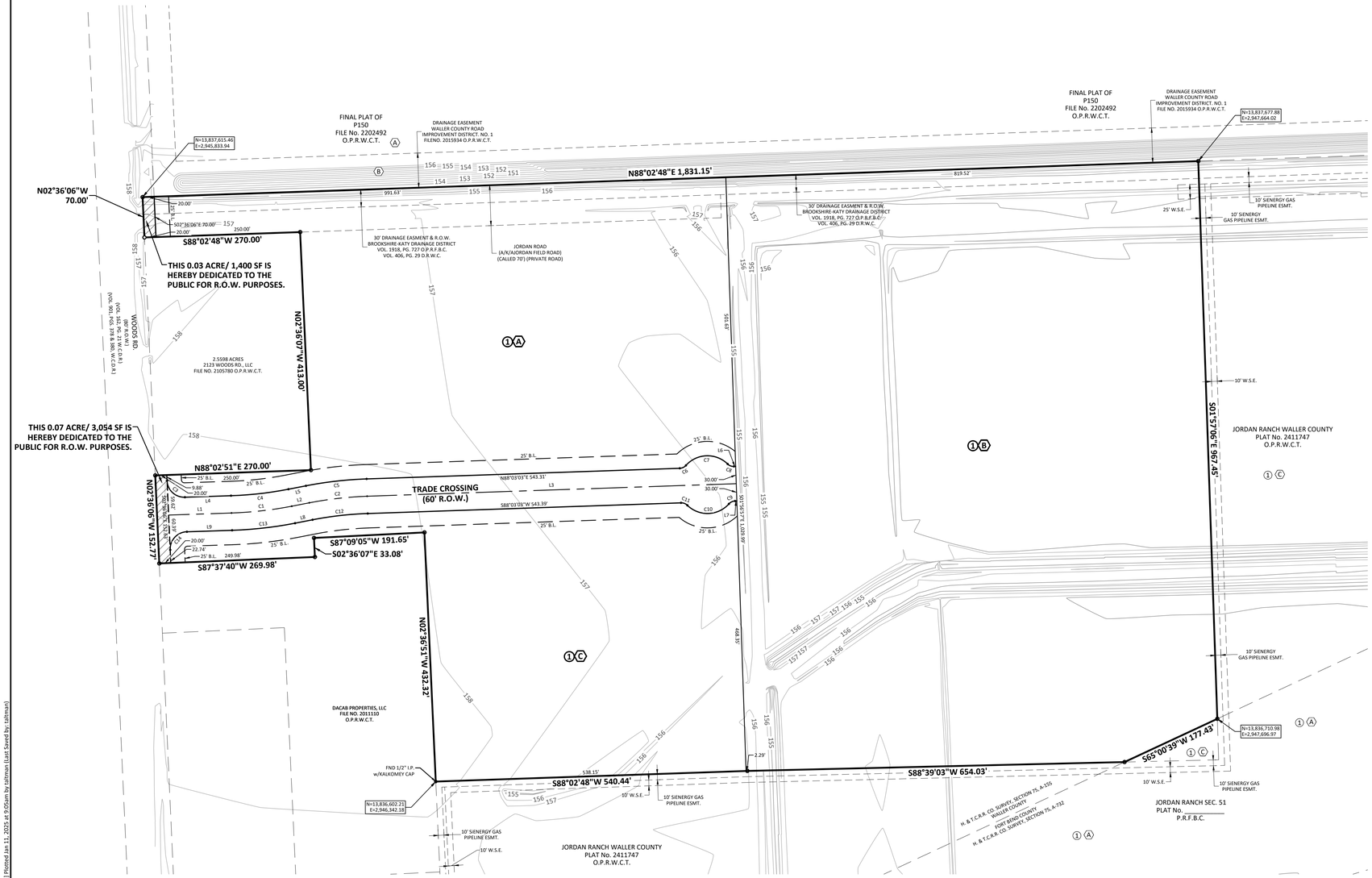
**THENCE** North 88° 02' 51" East - 270.00 feet to a 5/8-inch iron rod with cap stamped “IDS” found for the southeast corner of said called 2.5598 acre tract, the northeast corner of said called 0.94 acre tract, and an interior corner of the herein described tract, in the westerly line of said called 15.396 acre tract;

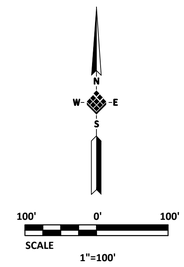
**THENCE** North 02° 36' 07" West - 413.00 feet, with the westerly line of said 15.396 acre tract, to a 5/8-inch iron rod with cap stamped “IDS” found for the northeast corner of said 2.5598 acre tract and an interior corner of the herein described tract, in the south line of said Jordan Road;

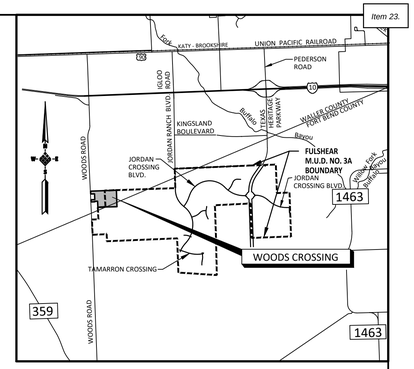
**THENCE** South 88° 02' 48" West - 270.00 feet, with the south line of said Jordan Road, to a 5/8-inch iron rod with cap stamped “IDS” set for the northwest corner of the said called 2.5598 acre tract and an angle corner of the herein described tract, in the easterly right-of-way line of said Woods Road;

**THENCE** North 02° 36' 06" West - 70.00 feet, with the easterly line of said Woods Road, to the **POINT OF BEGINNING** of the herein described tract and containing 36.202 acres of land.

# EXHIBIT B




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

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N88°07'37"E | 109.15' |
| L2 | N78°59'54"E | 30.90' |
| L3 | N88°03'03"E | 640.25' |
| L4 | N88°07'37"E | 79.91' |
| L5 | N78°59'54"E | 30.90' |
| L6 | N88°03'03"E | 3.06' |
| L7 | S88°03'03"W | 3.13' |
| L8 | S78°59'54"W | 30.90' |
| L9 | S88°07'37"W | 78.39' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 9°07'42" | 660.00' | 105.15' | N83°33'45"E | 105.04' |
| C2 | 9°03'09" | 640.00' | 101.12' | N83°31'29"E | 101.01' |
| C3 | 89°16'17" | 30.00' | 46.74' | S47°14'15"E | 42.16' |
| C4 | 9°07'42" | 630.00' | 100.37' | N83°33'45"E | 100.27' |
| C5 | 9°03'09" | 670.00' | 105.86' | N83°31'29"E | 105.75' |
| C6 | 46°13'57" | 15.00' | 12.10' | N64°56'05"E | 11.78' |
| C7 | 92°27'54" | 50.00' | 80.69' | N88°03'03"E | 72.22' |
| C8 | 46°13'57" | 15.00' | 12.10' | S68°49'58"E | 11.78' |
| C9 | 46°08'29" | 15.00' | 12.08' | S64°58'49"W | 11.76' |
| C10 | 92°16'58" | 50.00' | 80.53' | S88°03'03"W | 72.11' |
| C11 | 46°08'29" | 15.00' | 12.08' | N68°52'42"W | 11.76' |
| C12 | 9°03'09" | 610.00' | 96.38' | S83°31'29"W | 96.28' |
| C13 | 9°07'42" | 690.00' | 109.93' | S83°33'45"W | 109.82' |
| C14 | 90°43'43" | 30.00' | 47.51' | S42°45'45"W | 42.70' |

| RESERVE TABLE | | | | |
|---|---|---|---|---|
| | RESERVE NAME | RESTRICTION | SQ. FT. | ACRES |
| A | RESERVE A | COMMERCIAL/INDUSTRIAL | 396,171 | 9.095 |
| B | RESERVE B | COMMERCIAL/INDUSTRIAL | 847,640 | 19.459 |
| C | RESERVE C | COMMERCIAL/INDUSTRIAL | 272,655 | 6.259 |

**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'**

## JORDAN RANCH SUBDIVISION
# WOODS CROSSING PARTIAL REPLAT

**A SUBDIVISION OF**

## 36.202 ACRES

**LOCATED IN**

**H. & T.C.R.R. CO. SURVEY, SECTION 75, A-155**
**WALLER COUNTY, TEXAS**

**ALSO BEING A PARTIAL REPLAT OF BLOCK 1 RESERVE B OF JORDAN RANCH WALLER COUNTY AS RECORDED IN PLAT NUMBER 2411747, O.P.R.W.C.T.**

**0 LOTS 1 BLOCK 3 RESERVES**

REASON FOR REPLAT:
TO CREATE 3 RESERVES

**OWNER/DEVELOPER:** **WOODS CROSSING VENTURE, LLC**
A TEXAS LIMITED LIABILITY COMPANY
1233 W. LOOP S., SUITE 1250 - HOUSTON, TX 77027
PH: (832) 831-9265
LGARZA@VIGAVI.COM

**ENGINEER:**
IDS Engineering Group
13430 NW. Freeway
Suite 700
Houston, Tx. 77040
713.462.3178
TxEng Firm 2726
TxSurv Firm 10110700

**January 2025** **IDS PROJECT No 2442-001-00** **SHEET 2 OF 2**

JHERZOG@IDSEG.COM

WOODS CROSSING PARTIAL REPLAT

\\dseg.com\IS\Projects\2400\2442001\00 Vigav Woods Crossing\CAD\DWG\Woods C PLAT.dwg [Plat1] Plotted Jan 11, 2025 at 9:05am by tahman (Last Saved by: tahman)

**THE STATE OF TEXAS** §

**COUNTY OF WALLER** §

**TAX ABATEMENT AGREEMENT BETWEEN**

**WALLER COUNTY, TEXAS AND WOODS CROSSING VENTURE, LLC**

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Woods Crossing Venture, LLC, ("Owner"), a Texas limited liability company with its principal place of business at 1233 W. Loop South Suite 1250 Houston, Texas 77027, which is the owner, of the taxable real property located within Waller County Vigavi Reinvestment Zone 15, designated April 16, 2025 before the approval of this Agreement, and is entered into as of the last day of signature affixed hereto (the "Effective Date").

**RECITALS:**

WHEREAS, on 16th day of April, 2025 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive Policy Guidelines & Criteria ("Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County; and

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

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the policy previously adopted by County, and for the long-term benefit of the County;

**NOW THEREFORE**, the PARTIES hereto mutually agree as follows:

**COVENANTS AND AGREEMENTS:**

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Buildings (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. County and Owner agree that if a lessee/buyer does not lease the Spec Building at the Premises before the end of Year (2) of this abatement Agreement, said Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, amended, or replaced on mutually acceptable terms by a written instrument duly executed by County and Owner, based on the results of the Economic Impact Analysis as required in the County's then-current Policy.

7. A separate agreement may be made between the County and each lessee or buyer for specified new personal property, except inventory, the terms of which will be determined by the Economic Impact Analysis as required by the County's then-current Policy.

8. The improvements Owner shall make to the Premises, including the Spec Building, shall be referred to as the Improvements, and the Improvements shall be of the kind, number, and location specifically described in Exhibit B, which is attached hereto and incorporated herein. Notwithstanding the foregoing, Owner may amend the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 156,800 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $7,500,000 by the beginning of Year (1).

   b. Owner shall ensure the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

   c. Notwithstanding Section 8(a) above, Owner shall have additional reasonable time to complete the Improvements in the event of "force majeure," if Owner is diligently and faithfully pursuing completion of the Improvements. "Force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

9. Owner shall, until the expiration of this Agreement or until a lessee or buyer occupies the building, continuously operate (or cause to be operated) and maintain the Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 and continuing each year thereafter, the Premises and any and all Improvements shall be appraised at market value effective January 1 of each tax year.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes

which would otherwise be owed to the County for the Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

a. Said abatement shall be in an amount equal to the percentages listed in the following table:

| |
|---|
| Year 1 (2026) – 100% |
| Year 2 (2027) – 100% |

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the abatement period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect Owner's right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of Owner's protest, then the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole percentage. For example, if a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

**DEFAULT:**

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, as may be amended in accordance with the terms of this Agreement;

b. Owner fails to timely file annual renditions for the Premises and any and all Improvements;

c. Owner allows its ad valorem taxes on any of its property that is owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. Owner operates the Premises or Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 above, the County shall give Owner written notice of such default. If Owner has not cured such default within sixty (60) days of said written notice, this Agreement may be terminated by the County. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested to Owner or its designated representative.

a. Any notice or certification to be provided pursuant to this Agreement shall be made to the following persons, unless a substitute representative is designated in writing:

| | |
|---|---|
| COUNTY<br>Carbett "Trey" J. Duhon III<br>County Judge<br>425 FM 1488 Suite 106<br>Hempstead, Texas 77445 | OWNER<br>Woods Crossing Venture, LLC<br>1233 W. Loop South Suite 1250<br>Houston, TX 77027 |

17. In the event of default or termination, the Parties acknowledge that actual damages would be speculative and difficult to determine and/or calculate. Accordingly, in the event of default or termination, as liquidated damages, Owner shall owe all taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 above, interest on any such amounts shall be charged at the statutory rate for delinquent taxes, as determined by Chapter 33 of the Texas Tax Code

b. Notwithstanding Section 17(a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

c. If the County terminates this Agreement, no abatements for the Premises or Improvements in future years will be allowed.

18. Notwithstanding Section 17 above, if Owner completes the Improvements in compliance with this Agreement, but subsequently fails to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those years. Instead, Owner shall only be liable to the County for those taxes which are assessed for the tax years in which Owner ceases to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement

**MISCELLANEOUS:**

19. The County represents and warrants that the Premises does not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. Except for any collateral assignment to any lender of Owner, this Agreement cannot be assigned by Owner without the County's written consent, which shall not be unreasonably withheld. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. If any lender of Owner becomes the owner of the Premises as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, notwithstanding anything in this Agreement to the contrary, such lender shall not be liable for any amounts under this Agreement except for the taxes which would have been paid to the County in the absence of this Agreement for the years during which this Agreement was in effect or, if Section 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come to a mutually acceptable agreement. The tax abatement provided by any subsequent AGREEMENT SHALL BE BASED ON THE MERITS OF AN ECONOMIC IMPACT ANALYSIS AND APPLIED CONSISTENTLY WITH THEN-CURRENT COUNTY POLICIES.

23. This Agreement does not inure to the benefit of any third parties.

24. It is understood and agreed between the Parties that Owner is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Owner's performance of this Agreement. Owner agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits or judgments relating to Owner's performance of this Agreement or Owner's construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and Improvements to ensure that the Improvements have been made and are being made in accordance with this Agreement. After completion of the Improvements, the County and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. However, the County will neither inspect for nor ensure that Owner is in compliance with federal, state, or local laws or regulations. The County's inspections, if any, shall not constitute an acknowledgment or certification to Owner or any third party that Owner is in compliance with federal, state, or local laws or regulations.

26. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as possible reflect the original terms of this Agreement.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on April 16, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

28. Venue for disputes arising under or related to this Agreement shall lie exclusively in Waller County, Texas.

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Woods Crossing Venture, LLC:

Attn: Luis Rene Garza Villarreal
1233 W. Loop South Suite 1250
Houston, TX 77027

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

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

Woods Crossing Venture, LLC:
By: Woods Crossing Venture, LLC.

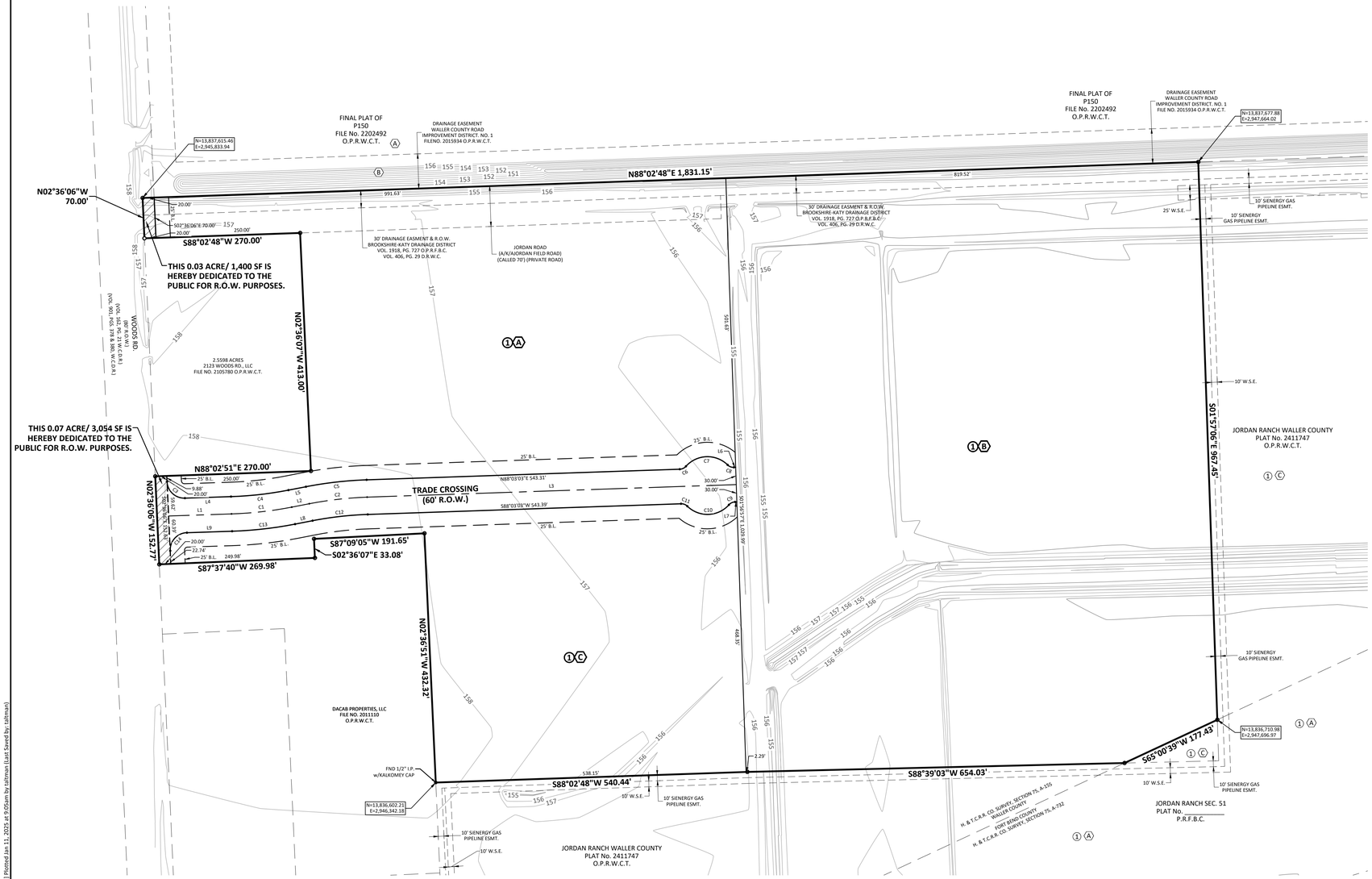
By: Luis Rene Garza Villarreal
Title: Managing Member

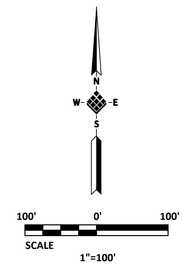
04/11/2025
Date

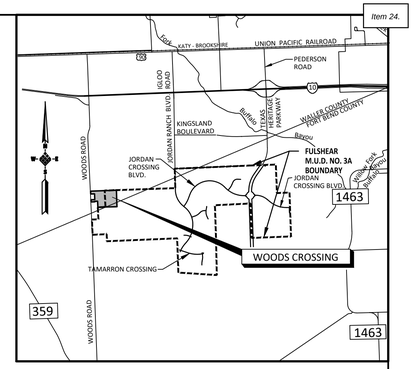
4-11-25

## EXHIBIT A

Premises – the approximately 9.095 acre parcel of land in Waller County, Texas that is identified as Reserve A in the Jordan Ranch Subdivision Woods Crossing Partial Replat.




WALLER COUNTY KEY MAP NO. 482L

VICINITY MAP

SCALE 1" = 5,000'

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N88°07'37"E | 109.15' |
| L2 | N78°59'54"E | 30.90' |
| L3 | N88°03'03"E | 640.25' |
| L4 | N88°07'37"E | 79.91' |
| L5 | N78°59'54"E | 30.90' |
| L6 | N88°03'03"E | 3.06' |
| L7 | S88°03'03"W | 3.13' |
| L8 | S78°59'54"W | 30.90' |
| L9 | S88°07'37"W | 78.39' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 9°07'42" | 660.00' | 105.15' | N83°33'45"E | 105.04' |
| C2 | 9°03'09" | 640.00' | 101.12' | N83°31'29"E | 101.01' |
| C3 | 89°16'17" | 30.00' | 46.74' | S47°14'15"E | 42.16' |
| C4 | 9°07'42" | 630.00' | 100.37' | N83°33'45"E | 100.27' |
| C5 | 9°03'09" | 670.00' | 105.86' | N83°31'29"E | 105.75' |
| C6 | 46°13'57" | 15.00' | 12.10' | N64°56'05"E | 11.78' |
| C7 | 92°27'54" | 50.00' | 80.69' | N88°03'03"E | 72.22' |
| C8 | 46°13'57" | 15.00' | 12.10' | S68°49'58"E | 11.78' |
| C9 | 46°08'29" | 15.00' | 12.08' | S64°58'49"W | 11.76' |
| C10 | 92°16'58" | 50.00' | 80.53' | S88°03'03"W | 72.11' |
| C11 | 46°08'29" | 15.00' | 12.08' | N68°52'42"W | 11.76' |
| C12 | 9°03'09" | 610.00' | 96.38' | S83°31'29"W | 96.28' |
| C13 | 9°07'42" | 690.00' | 109.93' | S83°33'45"W | 109.82' |
| C14 | 90°43'43" | 30.00' | 47.51' | S42°45'45"W | 42.70' |

| RESERVE TABLE | | | | |
|---|---|---|---|---|
| | RESERVE NAME | RESTRICTION | SQ. FT. | ACRES |
| A | RESERVE A | COMMERCIAL/INDUSTRIAL | 396,171 | 9.095 |
| B | RESERVE B | COMMERCIAL/INDUSTRIAL | 847,640 | 19.459 |
| C | RESERVE C | COMMERCIAL/INDUSTRIAL | 272,655 | 6.259 |

**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'**

# JORDAN RANCH SUBDIVISION
# WOODS CROSSING PARTIAL REPLAT

**A SUBDIVISION OF**

## 36.202 ACRES

**LOCATED IN**

**H. & T.C.R.R. CO. SURVEY, SECTION 75, A-155**
**WALLER COUNTY, TEXAS**

**ALSO BEING A PARTIAL REPLAT OF BLOCK 1 RESERVE B OF JORDAN RANCH WALLER COUNTY AS RECORDED IN PLAT NUMBER 2411747, O.P.R.W.C.T.**

**0 LOTS 1 BLOCK 3 RESERVES**

REASON FOR REPLAT:
TO CREATE 3 RESERVES

**OWNER/DEVELOPER:** **WOODS CROSSING VENTURE, LLC**
A TEXAS LIMITED LIABILITY COMPANY
1233 W. LOOP S., SUITE 1250 - HOUSTON, TX 77027
PH: (832) 831-9265
LGARZA@VIGAVI.COM

**ENGINEER:**
IDS Engineering Group
13430 NW. Freeway
Suite 700
Houston, Tx. 77040
713.462.3178
TxEng Firm 2726
TxSurv Firm 10110700

**January 2025** **IDS PROJECT No 2442-001-00** **SHEET 2 OF 2**

JHERZOG@IDSEG.COM

WOODS CROSSING PARTIAL REPLAT

\\dseg.com\IS\Projects\2400\2442001\00 Vigav Woods Crossing\CAD\DWG\Woods C PLAT.dwg [Plat1] Plotted Jan 11, 2025 at 9:05am by tahman (Last Saved by: tahman)

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

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

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

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

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

**Real Property Improvements in Unrestricted Reserve A as noted on the Woods Crossing Partial Replat in Exhibit A**

| **Description** | **Cost** |
|---|---|
| Building 1 – an approximately 156,800 square foot building with driveway and parking with related improvements to be done by Vigavi Realty, LLC | $7,500,000 |
| Total | $7,500,000 |

**THE STATE OF TEXAS** §

**COUNTY OF WALLER** §

**TAX ABATEMENT AGREEMENT BETWEEN**

**WALLER COUNTY, TEXAS AND WOODS CROSSING VENTURE, LLC**

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Woods Crossing Venture, LLC, ("Owner"), a Texas limited liability company with its principal place of business at 1233 W. Loop South Suite 1250 Houston, Texas 77027, which is the owner, of the taxable real property located within Waller County Vigavi Reinvestment Zone 15, designated April 16, 2025 before the approval of this Agreement, and is entered into as of the last day of signature affixed hereto (the "Effective Date").

**RECITALS:**

WHEREAS, on 16th day of April, 2025 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive Policy Guidelines & Criteria ("Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County; and

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

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the policy previously adopted by County, and for the long-term benefit of the County;

**NOW THEREFORE**, the PARTIES do hereto mutually agree as follows:

**COVENANTS AND AGREEMENTS:**

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Buildings (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. County and Owner agree that if a lessee/buyer does not lease the Spec Building at the Premises before the end of Year (2) of this abatement Agreement, said Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, amended, or replaced on mutually acceptable terms by a written instrument duly executed by County and Owner, based on the results of the Economic Impact Analysis as required in the County's then-current Policy.

7. A separate agreement may be made between the County and each lessee or buyer for specified new personal property, except inventory, the terms of which will be determined by the Economic Impact Analysis as required by the County's then-current Policy.

8. The improvements Owner shall make to the Premises, including the Spec Building, shall be referred to as the Improvements, and the Improvements shall be of the kind, number, and location specifically described in Exhibit B, which is attached hereto and incorporated herein. Notwithstanding the foregoing, Owner may amend the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 96,000 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $4,600,000 by the beginning of Year (1).

   b. Owner shall ensure the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

   c. Notwithstanding Section 8(a) above, Owner shall have additional reasonable time to complete the Improvements in the event of "force majeure," if Owner is diligently and faithfully pursuing completion of the Improvements. "Force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

9. Owner shall, until the expiration of this Agreement or until a lessee or buyer occupies the building, continuously operate (or cause to be operated) and maintain the Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 and continuing each year thereafter, the Premises and any and all Improvements shall be appraised at market value effective January 1 of each tax year.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes

which would otherwise be owed to the County for the Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

a. Said abatement shall be in an amount equal to the percentages listed in the following table:

| |
|---|
| Year 1 (2026) – 100% |
| Year 2 (2027) – 100% |

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the abatement period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect Owner's right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of Owner's protest, then the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole percentage. For example, if a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

**DEFAULT:**

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, as may be amended in accordance with the terms of this Agreement;

b. Owner fails to timely file annual renditions for the Premises and any and all Improvements;

c. Owner allows its ad valorem taxes on any of its property that is owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. Owner operates the Premises or Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 above, the County shall give Owner written notice of such default. If Owner has not cured such default within sixty (60) days of said written notice, this Agreement may be terminated by the County. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested to Owner or its designated representative.

a. Any notice or certification to be provided pursuant to this Agreement shall be made to the following persons, unless a substitute representative is designated in writing:

COUNTY
Carbett "Trey" J. Duhon III
County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

OWNER
Woods Crossing Venture, LLC
1233 W. Loop South Suite 1250
Houston, TX 77027

17. In the event of default or termination, the Parties acknowledge that actual damages would be speculative and difficult to determine and/or calculate. Accordingly, in the event of default or termination, as liquidated damages, Owner shall owe all taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 above, interest on any such amounts shall be charged at the statutory rate for delinquent taxes, as determined by Chapter 33 of the Texas Tax Code

b. Notwithstanding Section 17(a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

c. If the County terminates this Agreement, no abatements for the Premises or Improvements in future years will be allowed.

18. Notwithstanding Section 17 above, if Owner completes the Improvements in compliance with this Agreement, but subsequently fails to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those years. Instead, Owner shall only be liable to the County for those taxes which are assessed for the tax years in which Owner ceases to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement

**MISCELLANEOUS:**

19. The County represents and warrants that the Premises does not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. Except for any collateral assignment to any lender of Owner, this Agreement cannot be assigned by Owner without the County's written consent, which shall not be unreasonably withheld. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. If any lender of Owner becomes the owner of the Premises as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, notwithstanding anything in this Agreement to the contrary, such lender shall not be liable for any amounts under this Agreement except for the taxes which would have been paid to the County in the absence of this Agreement for the years during which this Agreement was in effect or, if Section 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come to a mutually acceptable agreement. The tax abatement provided by any subsequent AGREEMENT SHALL BE BASED ON THE MERITS OF AN ECONOMIC IMPACT ANALYSIS AND APPLIED CONSISTENTLY WITH THEN-CURRENT COUNTY POLICIES.

23. This Agreement does not inure to the benefit of any third parties.

24. It is understood and agreed between the Parties that Owner is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Owner's performance of this Agreement. Owner agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits or judgments relating to Owner's performance of this Agreement or Owner's construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and Improvements to ensure that the Improvements have been made and are being made in accordance with this Agreement. After completion of the Improvements, the County and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. However, the County will neither inspect for nor ensure that Owner is in compliance with federal, state, or local laws or regulations. The County's inspections, if any, shall not constitute an acknowledgment or certification to Owner or any third party that Owner is in compliance with federal, state, or local laws or regulations.

26. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as possible reflect the original terms of this Agreement.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on April 16, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

28. Venue for disputes arising under or related to this Agreement shall lie exclusively in Waller County, Texas.

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Woods Crossing Venture, LLC:

Attn: Luis Rene Garza Villarreal
1233 W. Loop South Suite 1250
Houston, TX 77027

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

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

Woods Crossing Venture, LLC:
By: Woods Crossing Venture, LLC.

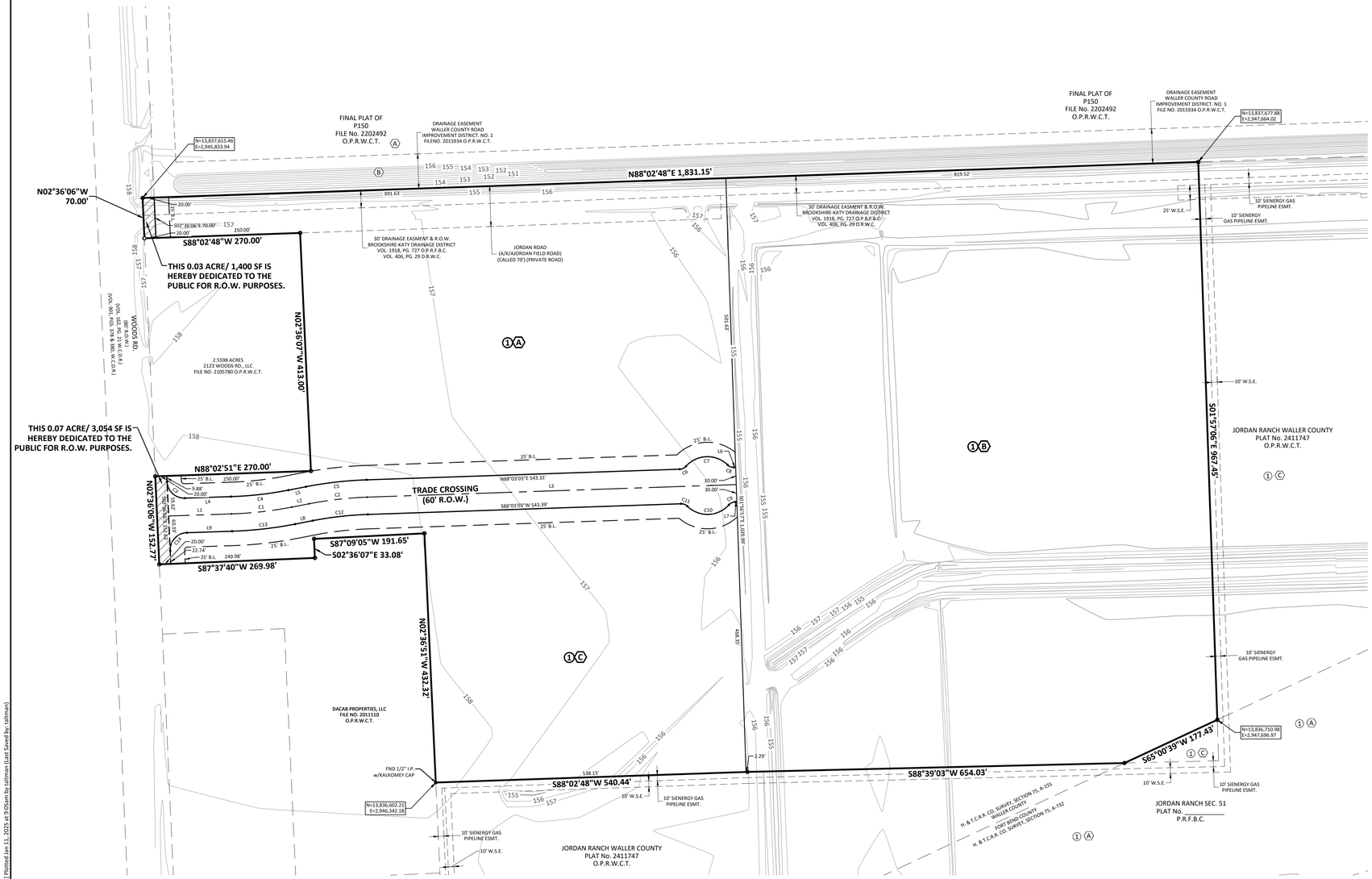
By: Luis Rene Garza Villarreal
Title: Managing Member

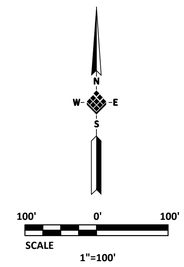
04/11/2025
Date

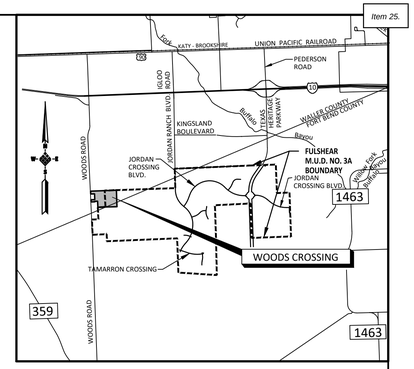
4-11-25

# EXHIBIT A

Premises – the approximately 6.259 acre parcel of land in Waller County, Texas that is identified as Reserve C in the Jordan Ranch Subdivision Woods Crossing Partial Replat.




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

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N88°07'37"E | 109.15' |
| L2 | N78°59'54"E | 30.90' |
| L3 | N88°03'03"E | 640.25' |
| L4 | N88°07'37"E | 79.91' |
| L5 | N78°59'54"E | 30.90' |
| L6 | N88°03'03"E | 3.06' |
| L7 | S88°03'03"W | 3.13' |
| L8 | S78°59'54"W | 30.90' |
| L9 | S88°07'37"W | 78.39' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 9°07'42" | 660.00' | 105.15' | N83°33'45"E | 105.04' |
| C2 | 9°03'09" | 640.00' | 101.12' | N83°31'29"E | 101.01' |
| C3 | 89°16'17" | 30.00' | 46.74' | S47°14'15"E | 42.16' |
| C4 | 9°07'42" | 630.00' | 100.37' | N83°33'45"E | 100.27' |
| C5 | 9°03'09" | 670.00' | 105.86' | N83°31'29"E | 105.75' |
| C6 | 46°13'57" | 15.00' | 12.10' | N64°56'05"E | 11.78' |
| C7 | 92°27'54" | 50.00' | 80.69' | N88°03'03"E | 72.22' |
| C8 | 46°13'57" | 15.00' | 12.10' | S68°49'58"E | 11.78' |
| C9 | 46°08'29" | 15.00' | 12.08' | S64°58'49"W | 11.76' |
| C10 | 92°16'58" | 50.00' | 80.53' | S88°03'03"W | 72.11' |
| C11 | 46°08'29" | 15.00' | 12.08' | N68°52'42"W | 11.76' |
| C12 | 9°03'09" | 610.00' | 96.38' | S83°31'29"W | 96.28' |
| C13 | 9°07'42" | 690.00' | 109.93' | S83°33'45"W | 109.82' |
| C14 | 90°43'43" | 30.00' | 47.51' | S42°45'45"W | 42.70' |

| RESERVE TABLE | | | | |
|---|---|---|---|---|
| | RESERVE NAME | RESTRICTION | SQ. FT. | ACRES |
| A | RESERVE A | COMMERCIAL/INDUSTRIAL | 396,171 | 9.095 |
| B | RESERVE B | COMMERCIAL/INDUSTRIAL | 847,640 | 19.459 |
| C | RESERVE C | COMMERCIAL/INDUSTRIAL | 272,655 | 6.259 |

**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'**

# JORDAN RANCH SUBDIVISION
# WOODS CROSSING PARTIAL REPLAT

**A SUBDIVISION OF**

## 36.202 ACRES

**LOCATED IN**

**H. & T.C.R.R. CO. SURVEY, SECTION 75, A-155**
**WALLER COUNTY, TEXAS**

**ALSO BEING A PARTIAL REPLAT OF BLOCK 1 RESERVE B OF JORDAN RANCH WALLER COUNTY AS RECORDED IN PLAT NUMBER 2411747, O.P.R.W.C.T.**

**0 LOTS 1 BLOCK 3 RESERVES**

REASON FOR REPLAT:
TO CREATE 3 RESERVES

**OWNER/DEVELOPER:** **WOODS CROSSING VENTURE, LLC**
A TEXAS LIMITED LIABILITY COMPANY
1233 W. LOOP S., SUITE 1250 - HOUSTON, TX 77027
PH: (832) 831-9265
LGARZA@VIGAVI.COM

**ENGINEER:** IDS Engineering Group
13430 NW. Freeway
Suite 700
Houston, Tx. 77040
713.462.3178
TxEng Firm 2726
TxSurv Firm 10110700

**January 2025** **IDS PROJECT No 2442-001-00** **SHEET 2 OF 2**

JHERZOG@IDSEG.COM

WOODS CROSSING PARTIAL REPLAT

\\Idseg.com\IS\Projects\2400\2442001\00 Vigav Woods Crossing\CAD\DWG\Woods C PLAT.dwg (Plat1) Plotted Jan 11, 2025 at 9:05am by tahman (Last Saved by: tahman)

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

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

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

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

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

**Real Property Improvements in Unrestricted Reserve C as noted on the Woods Crossing Partial Replat in Exhibit A**

| **Description** | **Cost** |
|---|---|
| Building 2 – an approximately 96,000 square foot building with driveway and parking with related improvements to be done by Vigavi Realty, LLC | $4,600,000 |
| Total | $4,600,000 |

# OFFICE OF THE SHERIFF WALLER COUNTY

100 Sheriff R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 / 826-8282 • FAX 979 / 826-7781

## SHERIFF TROY GUIDRY

**Date:** February 26, 2025

**From:** Sergeant Jeffrey Schillinger

**To:** Sheriff Troy Guidry

**Thru:** Sergeant Dale Park (acting C/O Lieutenant P. Lillibridge)
Captain Nick Covarrubias NC.
Chief Deputy Robert Schields OK MJ 4.2.25
LT. TURNER - FUNDS AVAIL 125-516-581700-EQUIP

**Re:** Utility Inc. Body Camera Proposal

---

In 2023, WCSO purchased and deployed in-car cameras, body worn cameras, and digital evidence management software from Utility Inc. As of the current date, WCSO is currently out of stock of EOS body worn cameras available for issue.

Attached is a quotation from the vendor for 6 body worn cameras and additional accessories. The cost details are below. Please advise if there are any questions or further information is needed.

NEED JUDGES APPROVAL - CC AGENDA ITEM

| Description | Unit Price | Quantity | Total Cost |
|---|---|---|---|
| EOS Body Camera | $885.00 | 6 | $5,310.00 |
| EOS SaaS (cloud storage for additional devices) | $3,518.00 | 6 | $21,108.00 |
| Body Camera External Clip | $10.00 | 6 | $60.00 |
| Body Camera External Holster | $50.00 | 6 | $300.00 |
| Shipping | $25.00 | 1 | $25.00 |
| | | | |
| Discount | | | ($4,020.45) |
| | | | |
| Total Cost | | | $22,782.55 |

Respectfully,

Jeffrey Schillinger

DP

# Quote

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

| | |
|---|---|
| Customer | Waller County TX Sheriff |
| Date | 2/19/2025 |
| Sales Quote# | 135124 |
| Expires | 4/20/2025 |
| Sales Rep | Brian Churchill |
| PO# | |
| Terms | Net 30 |

**Bill To**

invoices@wallercounty.us
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

**Ship To**

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

| Item | Description | Quantity | Price Each | Amount |
|---|---|---|---|---|
| EOS-H | EOS Intelligent Body Camera HaaS | 6 | $885.00 | $5,310.00 |
| EOS-S-4 | EOS Intelligent Body Camera SaaS - 4 Years. Coterminous with current contract. 4-1-25 through 5-31-28. 38 Mo | 6 | $3,518.00 | $21,108.00 |
| BODY-H-3030040 | Klickfast Anti-Tilt Clip On EOS (formerly BodyWorn) Dock | 6 | $10.00 | $60.00 |
| BODY-H-306-MotoGPower(2022) | External Klickfast Holster- MotoGPower(2022) w/ 140° Lens | 6 | $50.00 | $300.00 |
| Shipping (ARM) | Shipping | 1 | $25.00 | $25.00 |
| Signature Line | Signature:_____ | | | |
| | Name:_____ | | | |
| | Date:_____ | | | |
| | PO:_____ | | | |

| | |
|---|---|
| Subtotal | $26,803.00 |
| Discount | ($4,020.45) |
| Subtotal | $22,782.55 |
| Sales Tax (%) | $0.00 |
| Total | $22,782.55 |

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

# OFFICE OF THE SHERIFF WALLER COUNTY

100 Sheriff R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 / 826-8282 • FAX 979 / 826-7781

## SHERIFF TROY GUIDRY

**Date:** February 27, 2025

**From:** Sergeant Jeffrey Schillinger

**To:** Sheriff Troy Guidry

**Thru:** Sergeant Dale Park (C/O Lt. P. Lillibridge)

Captain Nick Covarrubias N.C.

Chief Deputy Robert Schields OK MAJ 4.2.25
LT. TURNER - FUNDS AVAIL 125-576-581700- EQUIP

**Re:** Motorola APX Radio Parts

---

WCSO owns, operates, and maintains approximately 150 Motorola APX 6000 series hand held radios. Attached is a quotation from an established vendor for parts and accessories that are currently low or out of stock. These parts are needed in order to issue complete radio kits, provide repairs, and replace worn/unserviceable items. The cost details are below:

| Description | Unit Price | Quantity | Total Cost |
|---|---|---|---|
| Desktop Charger for APX | $184.00 | 12 | $2,208.00 |
| Standard 3400mAh APX Battery | $155.00 | 12 | $1,860.00 |
| APX Remote Speaker Mic | $125.00 | 12 | $1,500.00 |
| APX Vol Knob torque washer | $14.95 | 12 | $179.40 |
| APX Vol Knob | $14.99 | 12 | $179.88 |
| APX Belt Holster | $29.99 | 12 | $359.88 |
| APX 6000 Top Display Assy. | $379.95 | 2 | $759.90 |
| | | | |
| Total Cost | | | $7,047.06 |

Please advise if there are any questions or further information is needed.

Respectfully,

Jeffrey Schillinger

DP

*Command Communications*
**416 Woodline Drive**
**Spring, TX 77386**
**281.363.3205-Phone**
**281.363.3206-Fax**

# Customized Quote

| DATE | Quote # |
|---|---|
| 2/27/2025 | q25-4170 |

| NAME / ADDRESS |
|---|
| Waller County Sheriff's Office<br>Attn: Jeff Schillinger<br>100 Sheriff R. Glenn Smith Dr.<br>Hempstead, TX 77445 |

| P.O. NO. | PROJECT | |
|---|---|---|
| | | |

| DESCRIPTION | QTY | COST | TOTAL |
|---|---|---|---|
| Motorola NNTN8845 Impres Rapid Charger | 12 | 184.00 | 2,208.00T |
| Motorola PMNN4486 3,400mAh Battery for APX5000/6000/7000/8000 | 12 | 155.00 | 1,860.00T |
| Motorola Speaker Mic for APX Radio | 12 | 125.00 | 1,500.00T |
| Motorola APX Volume Torque Washer | 12 | 14.95 | 179.40T |
| Motorola APX Volume Knob | 12 | 14.99 | 179.88T |
| Motorola APX Belt Holster | 12 | 29.99 | 359.88T |
| Motorola APX6000 Top Control Kit | 2 | 379.95 | 759.90T |
| Out-of-state sale, exempt from sales tax | | 0.00% | 0.00 |

**TOTAL** **$7,047.06**

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

**APPLICATION:** Y*ellow Guy, LLC and C-2 Pederson West, LLC,* owners, are requesting to be allowed to amend Pederson West Business Park. The amendment will create two Restricted Reserves out of Restricted Reserve Reserve "B".

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

**PUBLIC HEARING:** A public hearing will be held during the regular session of Commissioners' Court on *April 16, 2025 Time: 9:00 a.m.,* at the Joe Kuciemba Annex, 425 FM 1488, Hempstead, Texas, 77445.

STATE OF TEXAS
COUNTY OF WALLER

A. WE, C–2 PEDERSON WEST, LLC, AND YELLOW GUY, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNERS OF RECORD OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF REPLAT OF PEDERSON ROAD WEST BUSINESS PARK, DO HEREBY MAKE MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID OWNERS, ACCORDING TO THE LINES, LOTS, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS REPLAT OF PEDERSON ROAD BUSINESS PARK, LOCATED IN THE H.&T.C.R.R. CO. SURVEY SECTION 107, ABSTRACT 170, WALLER COUNTY, TEXAS.

B. WE, THE AFOREMENTIONED, HEREBY DEDICATE FOR THE PUBLIC USE 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.

C. 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 DRIVE SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1–3/4) SQUARE FEET (15" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS.
4. PROPERTY OWNERS WILL OBTAIN CLASS "B" BUILDING PERMITS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR FOR ALL BUILDING CONSTRUCTION WITHIN THE 100 YEAR FLOOD PLAIN.
5. THERE ARE UNDERGROUND PIPELINES WITHIN THE CONFINES OF THIS SUBDIVISION.

IN TESTIMONY WHEREOF, C–2 PEDERSON WEST, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Louis B. Sullivan III, Vice President, THEREUNTO AUTHORIZED, THIS ___ DAY OF _____, 2025

C–2 PEDERSON WEST, LLC

BY:_____
Louis B. Sullivan III, Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Louis B. Sullivan III, ____Vice President KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025

_____
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

IN TESTIMONY WHEREOF, YELLOW GUY, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____,
THEREUNTO AUTHORIZED, THIS ___ DAY OF _____ 2025.

C–2 PEDERSON WEST, LLC

BY:YELLOW GUY, LLC

By: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR _____ COUNTY, _____

We,, Frost Bank, holder of a lien against the property described in the plat known as Pederson West Business Park, said lien being evidenced by instrument of record in W.C.C.F. Number 2101483, of the O.P.R.O.R.P. of Waller County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

By:_____

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

I, J. Ross McCall, COUNTY ENGINEER OF WALLER COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE WALLER COUNTY COMMISSIONER'S COURT; AND FURTHER, THAT IT COMPLIES OR WILL COMPLY WITH SECTION VI, WALLER COUNTY SUBDIVISION REGULATIONS, DATED MARCH 15, 2021.

_____ _____
J. Ross McCall, P.E., DATE
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS, THIS_____DAY OF_____A.D., 2025.

_____
Carbett J. Duhon III
COUNTY JUDGE

_____ _____
John A. Amsler Walter E. Smith, P.E., RPLS
COMMISSIONER, PRECINCT ONE COMMISSIONER, PRECINCT TWO

_____ _____
Kendric D. Jones Justin Beckendorff
COMMISSIONER, PRECINCT THREE COMMISSIONER, PRECINCT FOUR

Yellow Guy, LLC and C–2 PEDERSON WEST, LLC (owners) by filing this Plat of Record, and all future owners of property within this subdivision, by purchasing such property, acknowledge and agree that Waller County shall have no obligation whatsoever to repair or accept maintenance of the roads shown on this subdivision until and unless owners and/or the Property Owners Association has improved the roadways to the then current standards required by Waller County and the roads have been accepted for maintenance by formal, written action of the Waller County Commissioners Court and the roadway, with all required right of way, has been dedicated by the owners thereof, and accepted by the County, as a public street. Owners and all future owners of property within this subdivision shall look solely to Owners and/or the Property Owners Association for future maintenance and repair of the roads and streets shown on this Subdivision.

I, Kenneth A. Gruller, R.P.L.S., am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods have an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet.

_____
Kenneth A. Gruller, R.P.L.S.
Texas Registration No. 5476

METES AND BOUNDS DESCRIPTION
5.8698 ACRES
LOCATED IN THE
H. & T.C.R.R. COMPANY SURVEY, SECTION 103, A–169
WALLER COUNTY, TEXAS

Being a tract or parcel of land containing 5.8698 acres of land or 255,688 square feet, located in the H. & T. C. R. R. Company Survey, Section 103, Abstract 169, Waller County, Texas, Said 5.8698 acre tract being out of a 106.6258 acre tract of record in the name of C–2 Pederson West, LLC in Volume 1393, Page 130 in the Deed Records of Waller County, Texas (W.C.D.R.), Said 5.8698 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System, South Central Zone (NAD83)):

BEGINNING at a 5/8 inch iron rod found for the northeast corner of aforesaid 106.6258 acre tract, being the northwest corner of a called 6.740 acre tract of record in the name of Pederson Road, Inc. in Volume 1032, Page 281, W.C.D.R. and being on the south Right–of–Way (R.O.W.) line of U.S. Highway 90 (100 feet wide), from which a 5/8 inch iron rod found for the northeast corner of said 6.740 acre tract and the southwest intersection of the south R.O.W. line of aforesaid U.S. Highway 90 and the west R.O.W. line of Pederson Road, bears North 88 degrees 43 minutes 46 seconds East, a distance of 911.66 feet;

THENCE, coincident the east line of both the herein described tract and aforesaid 106.6258 acre tract and the west line of aforesaid 6.740 acre tract, South 04 degrees 14 minutes 24 seconds West, a distance of 319.52 feet to a 5/8 inch iron rod with "Gruller" cap set for the southeast corner of the herein described tract;

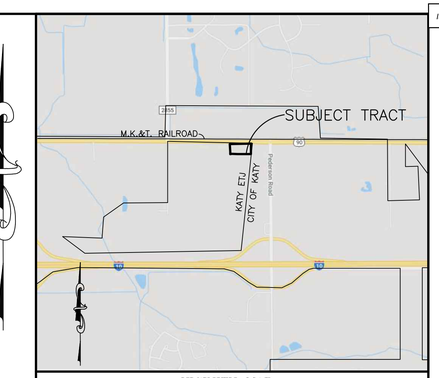
THENCE, through and across aforesaid 106.6258 acre tract, the following two (2) courses:

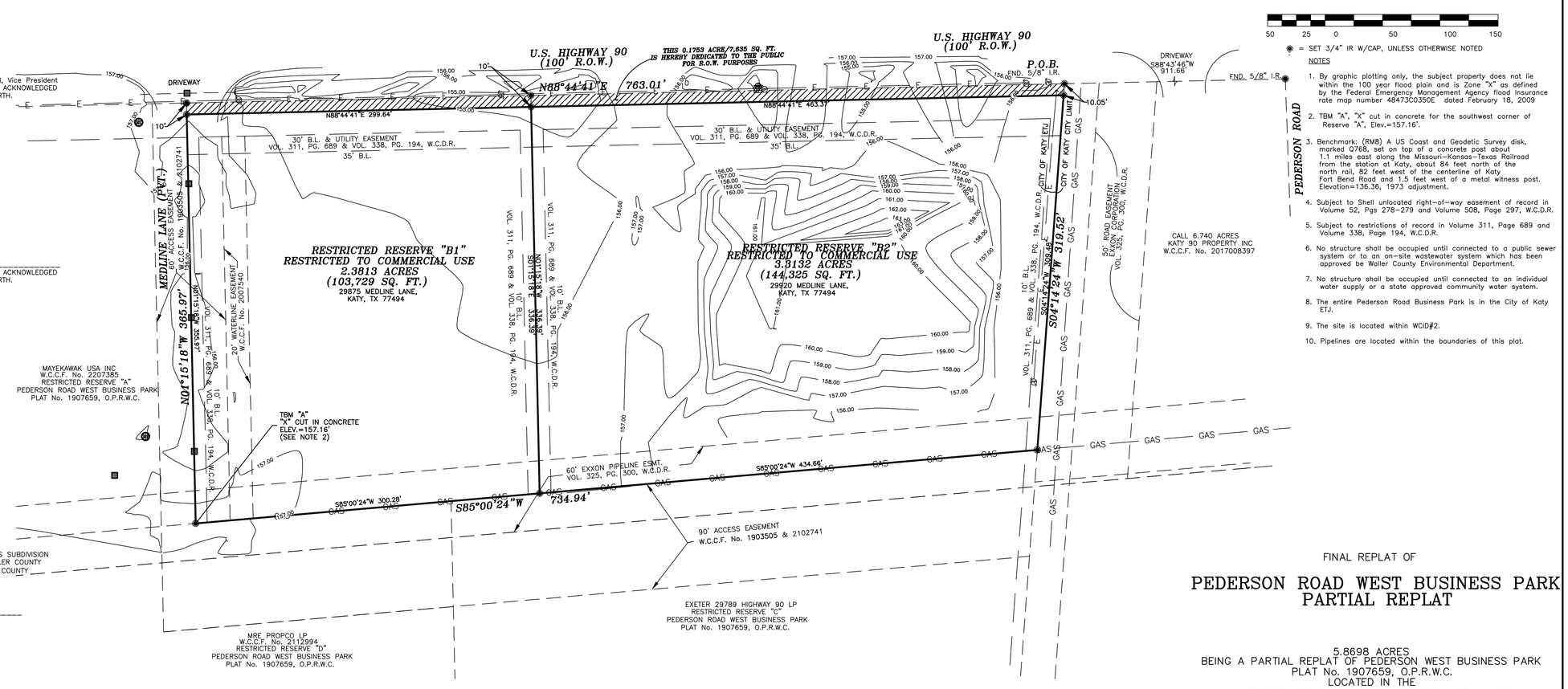
1. South 85 degrees 00 minutes 24 seconds West, a distance of 662.03 feet to a 5/8 inch iron rod with "Gruller" cap set for the southwest corner of the herein described tract;
2. North 01 degrees 15 minutes 18 seconds West, a distance of 365.97 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of the herein described tract, being on the north line of aforesaid 106.6258 acre tract and being on the south R.O.W. line of aforesaid U.S. Highway 90;

THENCE, coincident the north line of aforesaid 106.6258 acre tract and the south R.O.W. line of aforesaid U.S. Highway 90, North 88 degrees 44 minutes 41 seconds East, a distance of 763.97 feet to the POINT OF BEGINNING and containing 5.8698 acres of land.

THIS IS TO CERTIFY THAT IN ACCORDANCE WITH THE CITY OF KATY ORDINANCE NO. 2500, THE CITY ADMINISTRATOR OF THE CITY OF KATY, TEXAS, HAS APPROVED THE PLAT OF PEDERSON ROAD WEST BUSINESS PARK PARTIAL REPLAT, AS SHOWN HEREIN. IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CITY ADMINISTRATOR AND THE CITY SECRETARY OF THE CITY OF KATY, TEXAS.

_____ _____
BYRON HEBERT, CITY ADMINISTRATOR BECKY L MCGREW CITY SECRETARY




BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT No. 2024–59

APPROVED BY THE BOARD OF SUPERVISORS ON _____
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, Wesley Sheffer, A Professional Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of Waller County to the best of my knowledge.

_____
Wesley Sheffer, P.E.
Licensed Professional Engineer
Texas License No. 110287

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT, WITH ITS CERTIFICATE OF AUTHORIZATION, WAS FILED FOR REGISTRATION IN MY OFFICE ON _____ DAY OF _____, 2025 A.D., AT _____ O'CLOCK _____M., IN FILE#_____OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY.

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

_____
DEBBIE HOLLAN
COUNTY CLERK

_____
DEPUTY

FINAL REPLAT OF

# PEDERSON ROAD WEST BUSINESS PARK PARTIAL REPLAT

5.8698 ACRES
BEING A PARTIAL REPLAT OF PEDERSON WEST BUSINESS PARK
PLAT No. 1907659, O.P.R.W.C.
LOCATED IN THE
H.&T.C.R.R. COMPANY SURVEY, SECTION 103, A–169
WALLER COUNTY, TEXAS
REASON FOR REPLAT: TO CREATE TWO RESERVES OUT OF RESERVE "B"

SCALE: 1" = 50'
2 RESERVES

DECEMBER 2024
1 BLOCK

OWNER:
YELLOW GUY, LLC
KATY, TX 77449
20302 PARK ROW, STE. 100,
Phone: (713) 789–2529

OWNER:
C–2 PEDERSON WEST, LLC
1244 N. Post Oak, Ste. 200
Houston, Texas 77055
Phone: (713) 789–2529
WSHEFFER@CLAYDEVELOPMENT.COM

DEVELOPER/ENGINEER
CLAY DEVELOPMENT AND CONSTRUCTION
1244 N. POST OAK, STE. 200
Houston, Texas 77055
Firm Number F–004975
Phone: (713) 789–2529
WSHEFFER@CLAYDEVELOPMENT.COM

Gruller Surveying, LLC
PROFESSIONAL LAND SURVEYING
1244 N. Post Oak, Ste. 200,
HOUSTON, TEXAS 77055
Firm Number 10120100
PH: 713.333.1466/ FX: 713.782.3755
JOB. No. 36–1307_REPLAT/CHRIS@GRULLERSURVEYING.COM

# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Final Partial RePlat Approval – Pederson Road West Business Park

**Date**: April 16, 2025

**Background**
Final Partial RePlat of Pederson Road West Business Park which consist of 5.8698 acres will include 1 Block & 2 Reserves in Precinct 4.

**Staff Recommendation**
Approve Plat

STATE OF TEXAS
COUNTY OF WALLER

A. WE, C–2 PEDERSON WEST, LLC, AND YELLOW GUY, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNERS OF RECORD OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF REPLAT OF PEDERSON ROAD WEST BUSINESS PARK, DO HEREBY MAKE MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID OWNERS, ACCORDING TO THE LINES, LOTS, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS REPLAT OF PEDERSON ROAD BUSINESS PARK, LOCATED IN THE H.&T.C.R.R. CO. SURVEY SECTION 107, ABSTRACT 170, WALLER COUNTY, TEXAS.

B. WE, THE AFOREMENTIONED, HEREBY DEDICATE FOR THE PUBLIC USE 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.

C. 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 DRIVE SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1–3/4) SQUARE FEET (15" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS.
4. PROPERTY OWNERS WILL OBTAIN CLASS "B" BUILDING PERMITS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR FOR ALL BUILDING CONSTRUCTION WITHIN THE 100 YEAR FLOOD PLAIN.
5. THERE ARE UNDERGROUND PIPELINES WITHIN THE CONFINES OF THIS SUBDIVISION.

IN TESTIMONY WHEREOF, C–2 PEDERSON WEST, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Louis B. Sullivan III, Vice President, THEREUNTO AUTHORIZED, THIS ___ DAY OF _____, 2025

C–2 PEDERSON WEST, LLC

BY:_____
Louis B. Sullivan III, Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Louis B. Sullivan III, _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025

_____
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

IN TESTIMONY WHEREOF, YELLOW GUY, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____,
THEREUNTO AUTHORIZED, THIS ___ DAY OF _____ 2025.

C–2 PEDERSON WEST, LLC

BY:YELLOW GUY, LLC

By: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR _____ COUNTY, _____

We,, Frost Bank, holder of a lien against the property described in the plat known as Pederson West Business Park, said lien being evidenced by instrument of record in W.C.C.F. Number 2101483, of the O.P.R.O.R.P. of Waller County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

By:_____

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

I, J. Ross McCall, COUNTY ENGINEER OF WALLER COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE WALLER COUNTY COMMISSIONER'S COURT; AND FURTHER, THAT IT COMPLIES OR WILL COMPLY WITH SECTION VI, WALLER COUNTY SUBDIVISION REGULATIONS, DATED MARCH 15, 2021.

_____ _____
J. Ross McCall, P.E., DATE
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS, THIS_____DAY OF_____A.D., 2025.

_____
Carbett J. Duhon III
COUNTY JUDGE

_____ _____
John A. Amsler, COMMISSIONER, PRECINCT ONE
Walter E. Smith, P.E., RPLS, COMMISSIONER, PRECINCT TWO

_____ _____
Kendric D. Jones, COMMISSIONER, PRECINCT THREE
Justin Beckendorff, COMMISSIONER, PRECINCT FOUR

Yellow Guy, LLC and C–2 PEDERSON WEST, LLC (owners) by filing this Plat of Record, and all future owners of property within this subdivision, by purchasing such property, acknowledge and agree that Waller County shall have no obligation whatsoever to repair or accept maintenance of the roads shown on this subdivision until and unless owners and/or the Property Owners Association has improved the roadways to the then current standards required by Waller County and the roads have been accepted for maintenance by formal, written action of the Waller County Commissioners Court and the roadway, with all required right of way, has been dedicated by the owners thereof, and accepted by the County, as a public street. Owners and all future owners of property within this subdivision shall look solely to Owners and/or the Property Owners Association for future maintenance and repair of the roads and streets shown on this Subdivision.

I, Kenneth A. Gruller, R.P.L.S., am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods have an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet.

_____
Kenneth A. Gruller, R.P.L.S.
Texas Registration No. 5476

METES AND BOUNDS DESCRIPTION
5.8698 ACRES
LOCATED IN THE
H. & T.C.R.R. COMPANY SURVEY, SECTION 103, A–169
WALLER COUNTY, TEXAS

Being a tract or parcel of land containing 5.8698 acres of land or 255,688 square feet, located in the H. & T. C. R. R. Company Survey, Section 103, Abstract 169, Waller County, Texas, Said 5.8698 acre tract being out of a 106.6258 acre tract of record in the name of C–2 Pederson West, LLC in Volume 1393, Page 130 in the Deed Records of Waller County, Texas (W.C.D.R.), Said 5.8698 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System, South Central Zone (NAD83)):

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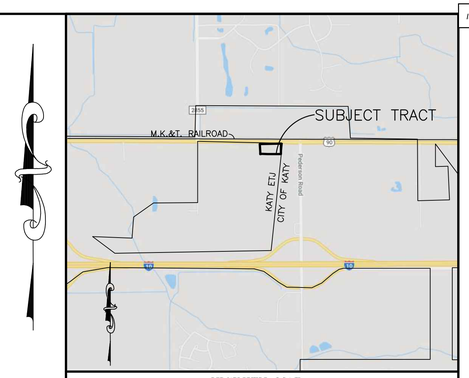
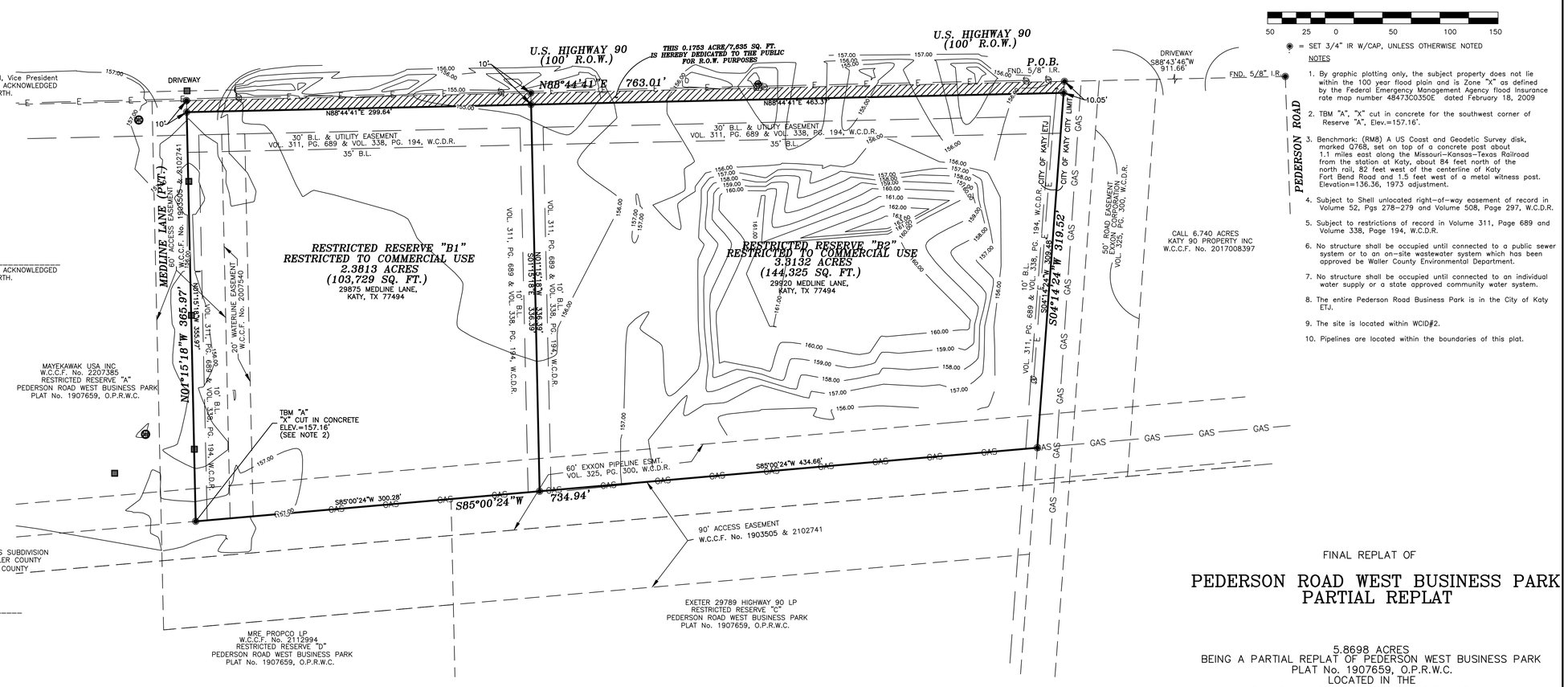
_____ _____
BYRON HEBERT, CITY ADMINISTRATOR BECKY L MCGREW CITY SECRETARY




NOTES

1. By graphic plotting only, the subject property does not lie within the 100 year flood plain and is Zone "X" as defined by the Federal Emergency Management Agency flood insurance rate map number 48473C0350E dated February 18, 2009
2. TBM "A", "X" cut in concrete for the southwest corner of Reserve "A", Elev.=157.16'.
3. Benchmark: (RM8) A US Coast and Geodetic Survey disk, marked Q768, set on top of a concrete post about 1.1 miles east along the Missouri–Kansas–Texas Railroad from the station at Katy, about 84 feet north of the north rail, 82 feet west of the centerline of Katy Fort Bend Road and 1.5 feet west of a metal witness post. Elevation=136.36, 1973 adjustment.
4. Subject to Shell unlocated right–of–way easement of record in Volume 52, Pgs 278–279 and Volume 508, Page 297, W.C.D.R.
5. Subject to restrictions of record in Volume 311, Page 689 and Volume 338, Page 194, W.C.D.R.
6. No structure shall be occupied until connected to a public sewer system or to an on–site wastewater system which has been approved be Waller County Environmental Department.
7. No structure shall be occupied until connected to an individual water supply or a state approved community water system.
8. The entire Pederson Road Business Park is in the City of Katy ETJ.
9. The site is located within WCID#2.
10. Pipelines are located within the boundaries of this plat.

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT No. 2024–59

APPROVED BY THE BOARD OF SUPERVISORS ON _____
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, Wesley Sheffer, A Professional Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of Waller County to the best of my knowledge.

_____
Wesley Sheffer, P.E.
Licensed Professional Engineer
Texas License No. 110287

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT, WITH ITS CERTIFICATE OF AUTHORIZATION, WAS FILED FOR REGISTRATION IN MY OFFICE ON _____ DAY OF _____, 2025 A.D., AT _____ O'CLOCK _____M., IN FILE#_____OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY.

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

_____
DEBBIE HOLLAN
COUNTY CLERK

_____
DEPUTY

FINAL REPLAT OF

# PEDERSON ROAD WEST BUSINESS PARK PARTIAL REPLAT

5.8698 ACRES
BEING A PARTIAL REPLAT OF PEDERSON WEST BUSINESS PARK
PLAT No. 1907659, O.P.R.W.C.
LOCATED IN THE
H.&T.C.R.R. COMPANY SURVEY, SECTION 103, A–169
WALLER COUNTY, TEXAS
REASON FOR REPLAT: TO CREATE TWO RESERVES OUT OF RESERVE "B"

SCALE: 1" = 50'
2 RESERVES

DECEMBER 2024
1 BLOCK

OWNER:
YELLOW GUY, LLC
KATY, TX 77449
20302 PARK ROW, STE. 100,
Phone: (713) 789–2529

OWNER:
C–2 PEDERSON WEST, LLC
1244 N. Post Oak, Ste. 200
Houston, Texas 77055
Phone: (713) 789–2529
WSHEFFER@CLAYDEVELOPMENT.COM

DEVELOPER/ENGINEER
CLAY DEVELOPMENT AND CONSTRUCTION
1244 N. POST OAK, STE. 200
Houston, Texas 77055
Firm Number F–004975
Phone: (713) 789–2529
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PROFESSIONAL LAND SURVEYING
1244 N. Post Oak, Ste. 200,
HOUSTON, TEXAS 77055
Firm Number 10120100
PH: 713.333.1466/ FX: 713.782.3755
JOB. No. 36–1307_REPLAT/CHRIS@GRULLERSURVEYING.COM

# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** General Plan of Clear Creek Reserve

**Date**: April 16, 2025

**Background**
Plat Name: Clear Creek Reserve General Plan

Applicant: META Planning + Design

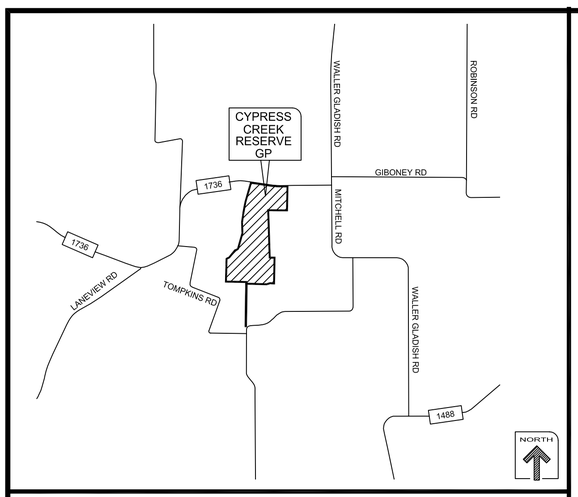
Owner: Treaty Oak Developers

Location: 28583 FM 1736, Hempstead, TX. 77445.

Description: 172.8 acres of land out of the Jesse Clary Survey, A-110.

**Staff Recommendation**
Approve

META PLANNING + DESIGN LLC
© 2025. ALL RIGHTS RESERVED




Vicinity Map (not to scale)KEY MAP 241C:

CALLED 180.57 ACRES
MALONSON ROY DOUGLAS & SHIRLEY ANN

CALLED 14.77 ACRES
BARNES CLAUDE B JR & KYRA L

FM 1736

S 81°36'38" E 933'

100' R.O.W.

C1

N 89°42'22" E 303'

WP
±2.0 Ac.

SF-1
102 LOTS
±19.4 Ac.

CLR=2760'

CLR=2500'

S 01°04'53" W 1091'

N 15°47'46" E 612'

(R.O.W. VARIES)

85' R.O.W.

SF-2
106 LOTS
±23.8 Ac.

OS
±1.4 Ac.

(60' R.O.W.)

CLR=300'*

CLR=2000'

N 10°37'24" E 494'

N 89°51'14" W 857'

PARK
±1.4 Ac.

CLR=650'

70'R.

L10

L9

DET
±6.2 Ac.

(60' R.O.W.)

SF-3
88 LOTS
±19.8 Ac.

CLR=1200'

CLR=650'

CALLED 100.000 ACRES
CENTURY ACRES FARM, L.L.C.
VOL. 1348, PG. 481 O.P.R.W.C.T.

CALLED 43.86 ACRES
BURCH MARTHA JEAN TOMPKINS

N 02°17'03" W 47'

DET
±4.3 Ac.

S 01°15'28" E 2158'

(TRACT ONE)
CALLED 66.035 ACRES
MORRIS RAY TEUTSCH AND
JANE R. TEUTSCH
(CO-TRUSTEES)
WCCF NO. 2303850 O.P.R.W.C.T.

N 15°28'38" E 238'

DRAINAGE
±11.2 Ac.

(R.O.W. VARIES)

DRAINAGE
±1.3 Ac.

DET
±5.4 Ac.

DET
±5.2 Ac.

80' R.O.W.

CLR=4000'

CALLED 300.798 ACRES
JON A. MARSHALL
WCCF NO. 1603393 O.P.R.W.C.T.

L7

L8

N 66°29'29" E 409'

Floodplain

(TRACT TWO)
CALLED 15.000 ACRES
MORRIS RAY TEUTSCH AND
JANE R. TEUTSCH
(CO-TRUSTEES)
WCCF NO. 2303850 O.P.R.W.C.T.

PROPOSED MAJOR THOROUGHFARE
(100' R.O.W.)

(80' R.O.W.)

L6

L5

L1

WWTP
±2.5 Ac.

SF-4
115 LOTS
±22.9 Ac.

SF-5
120 LOTS
±24.3 Ac.

CALLED 300.798 ACRES
JON A. MARSHALL
WCCF NO. 1603393 O.P.R.W.C.T.

S 00°58'06" W 1175'

DET
±8.9 Ac.

N 01°29'44" E 796'

Floodplain

Floodplain

N 89°06'24" W 923'

N 88°23'00" W 921'

L3

L2

CALLED 30.527 ACRES
TARYLL LAMONT JENKINS AND
TINNEL JULIETT JENKINS
(HUSBAND AND WIFE)
WCCF NO. 1906350 O.P.R.W.C.T.

CALLED 23.83 ACRES
EDWARD GILLY CHISM
VOL. 1425, PG. 139 O.P.R.W.C.T.

N 00°46'49" E 2015'

S 00°46'49" W 1936'

MUCHOW RD.

TOMPKINS RD.

CALLED 68.3036 ACRES
LEGACY AGRICULTURAL HOLDINGS, LLC
WCCF NO. 2102986 O.P.R.W.C.T.

CALLED 9.6544 ACRES
LEGACY AGRICULTURAL FARMS, LLC
WCCF NO. 2214914 O.P.R.W.C.T.

L4

| LAND USE SUMMARY | | | |
|---|---|---|---|
| LOT TYPE | PHASE 1 | REMAINDER | TOTAL |
| 50's | 296 LOTS | 235 LOTS | 531 LOTS |

LOT PROJECTIONS AND PHASING MAY BE ADJUSTED BASED ON PREVAILING MARKET CONDITIONS.

GENERAL NOTE:

1.) ALL RIGHTS-OF-WAY ARE SIXTY FEET (60') IN WIDTH UNLESS OTHERWISE NOTED.

2.) ALL CUL-DE-SAC RADII ARE FIFTY FEET (70') UNLESS OTHERWISE NOTED.

3.) THE MINIMUM CENTERLINE RADIUS FOR CURVES ON LOCAL STREETS SHALL BE SIX HUNDRED AND FIFTY FEET (650'). EXCEPT FOR TWO LOCATION MARKED BY (*).

| CURVE | ARC RADIUS | CENTRAL ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 2915' | 08°39'45" | 441' | N 85°57'45" W | 440' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 89°45'31" E | 217' |
| L2 | N 87°16'54" W | 194' |
| L3 | S 70°33'43" W | 146' |
| L4 | N 89°13'14" W | 20' |
| L5 | N 01°27'25" E | 243' |
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| L8 | S 49°02'39" W | 76' |
| L9 | N 07°34'47" E | 350' |
| L10 | N 07°26'25" E | 79' |

(GENERAL PLAN)
DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF HOUSTON ORDINANCE NO. 1999-282 IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF HOUSTON PLANNING COMMISSION. THIS GENERAL PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE GENERAL PLAN.

A GENERAL PLAN OF

# CLEAR CREEK RESERVE

## BEING 172.8± ACRES OF LAND

OUT of THE
JESSE CLARY SURVEY, A-110
WALLER COUNTY, TEXAS

OWNER/DEVELOPER:
TREATY OAK DEVELOPERS
1135 GRAND CENTRAL PARKWAY STE 250
CONROE, TEXAS 77304
936-283-1236
EMAIL

ENGINEER/SURVEYOR:
LJA
3600 W SAM HOUSTON PKWY S, SUITE 600
HOUSTON, TEXAS 77042
713-953-5200
cwelshuhn@lja.com

SCALE: 1" = 200'
0 200 400

PLANNER:
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

FEBRUARY 20, 2025

HOU-72004

# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Variance Request – Marigold by Ripley Woodard

**Date**: April 16, 2025

**Background**

Ripley Woodard is requesting a variance request to the Waller County Subdivision and Development Regulations regarding Minimum Street Requirements Appendix A – 4.3.5 Centerline radius 300′ instead of 650′ and 600′ radius on 2 designated local street curves for Marigold General Plan in Precinct 3.

**Staff Recommendation**

None

# Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

**$1,000.00 I**

## NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

**Instructions**: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

| PROPERTY OWNER INFORMATION | APPLICANT INFORMATION |
|---|---|
| Name: K.B. Homes | Name: Ripley Woodard |
| Mailing Address: 11314 Richmond Ave | Mailing Address: 24285 Katy Fwy Suite 525 |
| City, State, Zip: Houston, TX, 77082 | City, State, Zip: Katy, TX, 77494 |
| Email: erboening@KBhome.com | Email: rwoodard@meta-pd.com |
| Phone: (830) 391-0812 | Phone: (281) 204-8968 |

**Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)**

| Address of Property | Property ID # | Acreage |
|---|---|---|
| 16315 MATHIS RD, Hockley, TX. | 12067 | 199.9 |

**PLEASE PROVIDE THE FOLLOWING:**

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [ ] Copy of Recorded Deed

### VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

Please see attached variance request

### OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

| Printed Owner/Applicant Name | Signature Owner/Applicant | Date |
|---|---|---|
| Ripley Woodard | Ripley Woodard | 3/27/2025 |

### OFFICE USE ONLY

| | NOTES |
|---|---|
| ☐ Approved ☐ Denied | |
| Waller County Commissioner Prct 1 2 3 4 Date | |
| Waller County Judge Date | |

**OFFICE USE ONLY** Payment: Cash _____ Check _____# _____ CC _____ ID # _____

**Waller County Subdivision Regulations, Appendix A – 4.3.5**

**Requirement**: minimum centerline 650’ radius on local street curves

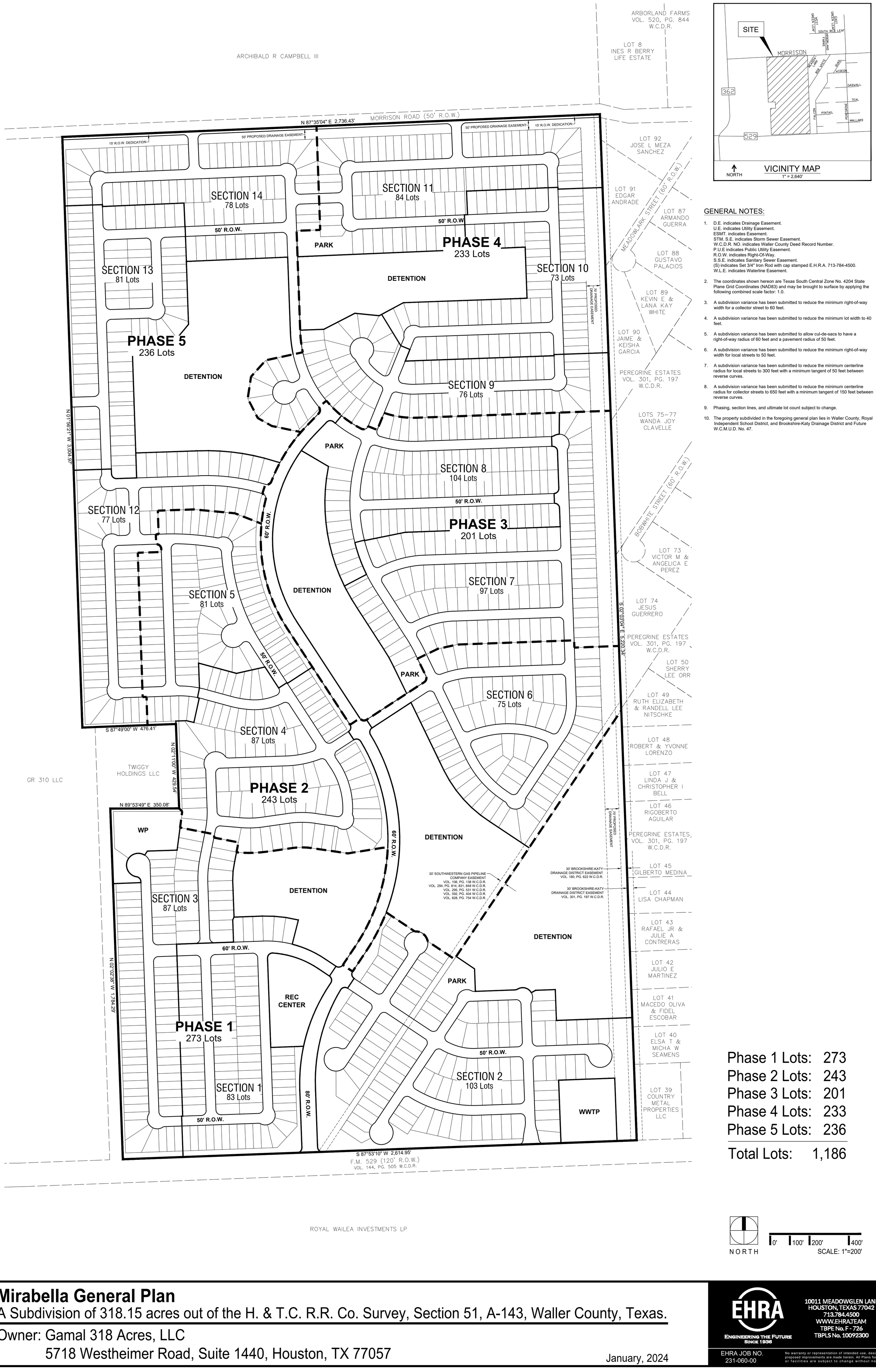
**Request**: minimum centerline 300’ radius and 600’ radius on 2 designated local street curves.

**Justification**: A smaller local street centerline radius aligns with suburban development standards in the greater Houston area. Within the Marigold General Plan, this reduced radius supports passive traffic calming by encouraging a curvilinear street pattern. In contrast, larger radii promote higher vehicle speeds, increasing safety risks for pedestrians in suburban neighborhoods.

Smaller curve radii also enhance residential street design by creating a more visually dynamic streetscape, characterized by irregular fence lines and staggered front facades along the curve, reinforcing the suburban character.

The Marigold General Plan proposes reduced centerline radii in two central locations on unnamed local streets west of the main entrance and centrally located within the development. These locations feature centerline radii of 300 feet and 600 feet, effectively slowing traffic as vehicles approach residential areas.

By incorporating these reduced radii, the plan promotes a safer, more pedestrian-friendly suburban environment.




## 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 |

NORTH

0' 100' 200' 400'
SCALE: 1"=200'

# 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

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE No. F - 726
TBPLS No. 10092300

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.

P:\231-060-00\Plat\GP\Mirabella_General Plan.dwg Feb 20, 2024-9:33am Edited by: awaggoner

# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Variance Request – Clear Creek Reserve by Ripley Woodard

**Date**: April 16, 2025

**Background**

Ripley Woodard is requesting a variance request to the Waller County Subdivision and Development Regulations regarding Minimum Street Requirements Appendix A – 4.3.5 Centerline radius 300' instead of 650'radius on 2 designated local street curves for Clear Creek Reserve General Plan in Precinct 2.

**Staff Recommendation**

None

# Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

**$1,000.00 I**

# NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

**Instructions**: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

| PROPERTY OWNER INFORMATION | APPLICANT INFORMATION |
|---|---|
| Name: Treaty Oak Developerrs | Name: Ripley Woodard |
| Mailing Address: 1135 Grand Central Parkway Suite 250 | Mailing Address: 24285 Katy Freeway, Suite 525 |
| City, State, Zip: Conroe, Texas 77304 | City, State, Zip: Katy, TX 77494 |
| Email: | Email: rwoodard@meta-pd.com |
| Phone: (281) 204-8968 | Phone: (281) 204-8968 |

**Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)**

| Address of Property | Property ID # | Acreage |
|---|---|---|
| PROP ID: 9634 | 9634 | 172.8 |

**PLEASE PROVIDE THE FOLLOWING:**

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [x] Copy of Recorded Deed

## VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

Please see attached variance request

## OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

| Printed Owner/Applicant Name | Signature Owner/Applicant | Date |
|---|---|---|
| Ripley Woodard | Ripley Woodard | 02/20/2025 |

## OFFICE USE ONLY

☐ Approved ☐ Denied

Waller County Commissioner Prct 1 2 3 4 Date

Waller County Judge Date

NOTES

**OFFICE USE ONLY** Payment: Cash _____ Check _____# _____ CC _____ ID # _____

**Waller County Subdivision Regulations, Appendix A – 4.3.5**

**Requirement**: minimum centerline 650’ radius on local street curves

**Request**: minimum centerline 300’ radius on 2 designated local street curves

**Justification**: A smaller local street centerline radius aligns with suburban development standards in the greater Houston area. Within the Clear Creek Reserve General Plan, a reduced centerline radius supports passive traffic calming through a curvilinear street pattern. In contrast, larger curves encourage higher vehicle speeds, posing safety risks for pedestrians in suburban neighborhoods.

Smaller curve radii also enhance the flexibility of residential street design, contributing to a more suburban character. They create a visually engaging streetscape with irregular fence lines and staggered front facades along the curve.

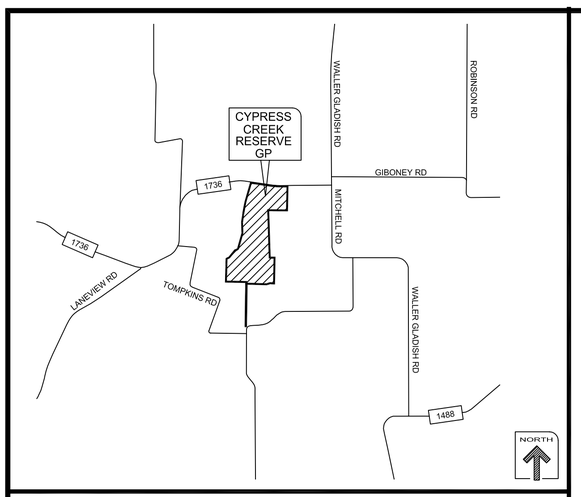
In the Clear Creek Reserve General Plan, a reduced centerline radius is proposed in two locations and are both :

**Northern Section** – An unnamed local street west of the main entrance features a centerline radius of 300 feet. This design slows traffic as vehicles move toward residential areas.

**Southern Section** – A roadway segment curving east also maintains a centerline radius of 300 feet. This configuration reduces speeds for vehicles entering the subdivision or approaching from the south, improving safety for both pedestrians and drivers.

By incorporating these reduced radii, the plan fosters a safer and more pedestrian-friendly suburban environment.

META PLANNING + DESIGN LLC
© 2025. ALL RIGHTS RESERVED




Vicinity Map (not to scale)KEY MAP 241C:

CALLED 180.57 ACRES
MALONSON ROY DOUGLAS & SHIRLEY ANN

CALLED 14.77 ACRES
BARNES CLAUDE B JR & KYRA L

FM 1736

CALLED 43.86 ACRES
BURCH MARTHA JEAN TOMPKINS

CALLED 100.000 ACRES
CENTURY ACRES FARM, L.L.C.
VOL. 1348, PG. 481 O.P.R.W.C.T.

*(TRACT ONE)*
*CALLED 66.035 ACRES*
*MORRIS RAY TEUTSCH AND*
*JANE R. TEUTSCH*
*(CO-TRUSTEES)*
*WCCF NO. 2303850 O.P.R.W.C.T.*

*CALLED 300.798 ACRES*
*JON A. MARSHALL*
*WCCF NO. 1603393 O.P.R.W.C.T.*

*(TRACT TWO)*
*CALLED 15.000 ACRES*
*MORRIS RAY TEUTSCH AND*
*JANE R. TEUTSCH*
*(CO-TRUSTEES)*
*WCCF NO. 2303850 O.P.R.W.C.T.*

PROPOSED MAJOR THOROUGHFARE
(100' R.O.W.)

*CALLED 30.527 ACRES*
*TARYLL LAMONT JENKINS AND*
*TINNEL JULIETT JENKINS*
*(HUSBAND AND WIFE)*
*WCCF NO. 1906350 O.P.R.W.C.T.*

*CALLED 23.83 ACRES*
*EDWARD GILLY CHISM*
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TOMPKINS RD.

MUCHOW RD.

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| L8 | S 49°02'39" W | 76' |
| L9 | N 07°34'47" E | 350' |
| L10 | N 07°26'25" E | 79' |

(GENERAL PLAN)
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A GENERAL PLAN OF

# CLEAR CREEK RESERVE

## BEING 172.8± ACRES OF LAND

OUT of THE
**JESSE CLARY SURVEY, A-110**
WALLER COUNTY, TEXAS

OWNER/DEVELOPER:
**TREATY OAK DEVELOPERS**
1135 GRAND CENTRAL PARKWAY STE 250
CONROE, TEXAS 77304
936-283-1236
EMAIL

ENGINEER/SURVEYOR:
**LJA**
3600 W SAM HOUSTON PKWY S, SUITE 600
HOUSTON, TEXAS 77042
713-953-5200
cwelshuhn@lja.com

PLANNER:
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 200'
0 200 400

FEBRUARY 20, 2025

HOU-72004

# ENGINEERING SERVICES AGREEMENT

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

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

W I T N E S S E T H:

**WHEREAS**, the County proposes to hire the Engineer to perform design services to reconstruct Mathis Rd. Segment 2 from approximately Rochen Road to Betka Road in Waller County, Texas, hereinafter called the "Project;"

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

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

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

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

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

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

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the Engineer

under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

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

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$847,447.44** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$49,942.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

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

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

b. It is understood and agreed that monthly payments will be made to the Engineer by the

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

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

c. It is expressly understood and agreed that the County has available the total maximum sum of **$897,389.44** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

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

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

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

7. Delays and Damages

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

8. Inspection of the Engineer's Books and Records

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

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

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

11. Conferences

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

12. Appearance as Witness

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

13. Compliance with Laws

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

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

14. Insurance

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

15. Indemnification

**TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.**

16. Delivery of Notices, Etc.

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

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Jesus M. Olivas, HR Green, INC., Columbia Centre, 11011 Richmond Ave. #200, Houston, TX 77042, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

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

18. The County's Acts

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

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

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

21. Controlling Law, Venue

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

22. Successors and Assigns

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

23. Independent Engineer

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

24. Certificate of Interested Parties (Form 1295)

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

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

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

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in section 809.001 of the Texas Government Code.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

| COUNTY: | ENGINEER: |
|---|---|
| WALLER COUNTY | HR Green, INC. |
| _____ | _____ |
| Carbett "Trey" J. Duhon III, County Judge | Jesus M. Olivas |
| _____ | _____ |
| Date | Date |

ATTEST:

_____
Debbie Hollan, County Clerk

Approved:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $897,389.44 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

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

## SCOPE OF SERVICES

### I. General

- Data collection
- Project meetings (kick-off mtg + 12 monthly mtgs @ 1 hr ea. + meeting minutes)
- Internal QA/QC at preliminary, 70%, 95%, 100% reviews
- Coordinate with local agencies (LJA, Waller County, property owners, developers, etc.)
- Coordinate with adjacent engineers (Entech and IDS)
- Field site visits
- Project administration

### II. Preliminary Design Phase

- Surveying coordination (coordinate roe letters)
- Sue coordination
- Geotech coordination
- Environmental constraints coordination
- Provide plan layout to all known utility companies
- Coordinate with private utilities for approvals and LONO (including letters)
- Construction cost estimate
- Prepare schematic roll plot
- Prepare preliminary engineering report (PER)
- PER meeting and presentation

Drainage Study Analysis

- Project meetings
- Data collection (models, plans)
- Field site visits
- Evaluate row requirements for ditches with exhibits
- Proposed and existing hydrology calculations
- Ditch calculations
- Evaluate 4 culverts in hy-8
- Develop preliminary construction cost estimate
- Calculate flood plain cut & fill - mound creek outfall
- Prepare drainage report (with exhibits)
- PER meeting presentation

Sub Surface Utility Engineering (SUE)

- Utility Base Layout
- Utility Kick Off Mtg & Field Review
- CAD file and Records Research/Contact List
- Progress Mtgs w County and it's reps
- Initial Utility Conflict Matrix

Geotechnical Services

- Coordinate Soil Bore Locations/Mark/Utility Call-ins
- Field Personnel and Management During Drilling
- Sample Classification, Laboratory Coordination and Boring Log Generation
- Preliminary Geotechnical Report
- Final Geotechnical Report

Environmental Services

- Project meetings
- Project administration
- Environmental constraints evaluation

Survey Services

- Right-of-way mapping - traditional row map
- Perform abstracting, survey existing property and row monumentation, and provide preliminary row sheets showing preliminary determination of property ownership and existing row widths.
- Prepare preliminary row map sheets showing existing and proposed row. Areas to be acquired shall be shaded and labeled and meet Waller county row map requirements.
- Prepare individual parcel maps and metes-and-bounds descriptions for each parcel to be acquired. Assume 2 parcels.
- Prepare final row map set compliant with TSPS category 1B, condition II specifications. Parcels to be acquired shall be shaded and labeled. Provide KMZ and GIS deliverables.
- Request right of entry (ROE) from all adjacent landowners. Provide copies of ROE letters and tracking report.
- Establish survey control at 1000-foot intervals using GPS RTK and digital level loop. Stake project baseline at all PCs, PTs, PIs, and at beginning, ending, and 1000-foot stations.
- Prepare survey control map which shows all survey control, temporary benchmarks, design baseline, and all side street construction centerlines.
- Perform topographic survey of existing roadway, utilities, ditches, fences, bridges and other improvements which will extend 20-feet beyond existing or proposed row. Cross sections shall be surveyed at 100-foot intervals. Intersecting streets will be surveyed for a minimum of 100-feet beyond proposed pavement. Structures in clear view and within 100-feet of existing or proposed row will be tied to survey. Survey storm and sanitary sewer facilities including flowlines where accessible. Provide copies of all point files, field notes, and data collection files. Provide copies of all point files, field notes, and data collection files.
- Prepare cad mapping files for topographic survey map and digital terrain model.
- Survey 20 geotechnical borings (requires separate mobilization)
- Recover, reflag, and verify baseline points, survey control points, and benchmarks. Re-establish missing points as needed. This proposal provides for this service to be performed three separate times for clearing, utility relocation, or other purposes as needed.

- Set lathes at 100-foot intervals along all row tangents, and at 50-foot intervals along all row curves. This proposal provides for this service to be performed three separate times for clearing, utility relocation, or other purposes as needed.

## III. Final Design Phase Services

- Title sheet (project title; location & vicinity map) (1 sheet)
- Index of drawings (1 sheet)
- Project sign for Waller county (1 sheet)
- Prepare KMZ file at 70%, 95%, and 100% design within proposed row
- Existing roadway typical sections (1 sheet)
- Proposed typical sections (1 sheet, ultimate section)
- Roadway plan and profile sheets (27 sheets) (500' each sheet) (including all roadway features, ditch profiles, alignment, profile, pc's, pt's, driveways, etc.)
- Horizontal alignment data sheets with project layout (2 sheet)
- Driveway table and details (2 sheets)
- Overall project drainage area map (1 sheet)
- Hydraulic calculations for drainage system (3 sheets)
- Design roadside ditch system and cross culverts layouts system (ditch side slopes and depth, ditch capacity, Houstorm runs, hydraulic computations) (both sides of road)
- Culvert layout sheets (7 sheets)
- Sequence of construction sheet (1 sheet)
- Advance warning sign layout (1 sheet)
- TCP overall phasing layout (2 sheets)
- TCP phasing typical sections (1 sheets)
- TCP phase 1 layout sheets (14 sheets) (double bank)
- TCP phase 2 layout sheets (14 sheets) (double bank)
- Detour plan sheet (1 sheet)
- Signing and striping layouts (50 scale) (14 sheets)(1000 lf/sheet - double bank)
- Sw3p layouts (50 scale double bank ( 14 sheets 1000' each)
- Develop 3d model file for the corridor
- Earthwork/design cross sections (every 50')(44 sheets)
- Preparation of standards
- Detailed construction cost estimate
- Produce project manual (at 70%, 95%, and 100%)
- Assist with bid coordination

## IV. Construction Phase Services

- Administrative documents
- Attend pre-bid meeting
- Respond to questions
- Preconstruction meeting

- Attend field meetings and site visits
- Preparation of change orders
- Review & approve submittal shop drawings
- Review & respond to RFI's
- Answer general questions
- Substantial completion walk through and punch list development
- Provide record drawings

**NOT INCLUDED IN SCOPE OF SERVICES/ASSUMPTIONS:**

- Detention Pond evaluation not included.
- Determine permit and regulatory requirements not included.
- For construction phase services, detailed measurements and investigations are not included.
- Attendance at Public meetings not included.
- On-site representation and construction inspection services are not included.
- HR Green is not responsible for the means, methods, techniques, sequence of procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HR Green is not responsible for the failure of the Contractor to perform the work in accordance with the construction documents.
- Construction testing is not included in this proposal. It is our understanding that the County will contract directly with a testing firm to perform testing services.

HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,

Jesus Olivas, P.E.
Project Manager
**HR GREEN, INC.**

HRGreen



**Lump Sum Services:**

| | |
|---|---|
| General | $53,792.00 |
| Preliminary Engineering | $89,272.00 |
| Drainage Analysis Study | $61,799.00 |
| Final Design | $342,810.00 |

Sub-Consultant Services

| | |
|---|---|
| Topographic Survey by Landtech, Inc. | $145,092.44 |
| Geotechnical Investigation by HVJ, Inc. | $68,195.00 |
| Environmental Services by Reba-Kistner | $15,748.00 |
| SUE by Cobb-Fendley | $70,739.00 |
| **Total Lump Sum Engineering Cost** | **$847,447.44** |

**Additional Services:**

| | |
|---|---|
| Construction Phase Services (Time and Materials) | $49,942.00 |
| **Total Cost** | **$897,389.44** |

## FEE SCHEDULE - HR GREEN, INC. Mathis Road - Waller County Project Number 23206

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT STAFF ENGINEER | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | | | | |
| DATA COLLECTION | 16 | 24 | | 40 | | | | | 80 | NA | NA | NA | $ 15,464.00 | $ 15,464.00 |
| PROJECT MEETINGS (KICK-OFF MTG + 12 MONTHLY MTGS @ 1 HR EA. + MEETING MINUTES) | 40 | 20 | | 12 | | | | 8 | 80 | NA | NA | NA | $ 17,820.00 | $ 33,284.00 |
| COORDINATE WITH LOCAL AGENCIES (LJA, WALLER COUNTY, PROPERTY OWNERS, DEVELOPERS, ETC.) | 6 | 8 | | 16 | | | | | 30 | NA | NA | NA | $ 5,764.00 | $ 39,048.00 |
| PROJECT ADMINISTRATION | 16 | 24 | | 16 | | | | 24 | 80 | NA | NA | NA | $ 14,744.00 | $ 53,792.00 |
| **TOTAL: GENERAL** | | | | | | | | | | | | | **$ 53,792.00** | |
| | | | | | | | | | | | | | | |
| **PRELIMINARY ENGINEERING** | | | | | | | | | | | | | | |
| SURVEYING COORDINATION (COORDINATE ROE LETTERS) | 4 | 8 | | 16 | | | | | 28 | NA | NA | NA | $ 5,216.00 | $ 5,216.00 |
| SUE COORDINATION | 4 | 8 | | 50 | | | | | 62 | NA | NA | NA | $ 10,656.00 | $ 15,872.00 |
| GEOTECH COORDINATION | 4 | 8 | | 28 | | | | | 40 | NA | NA | NA | $ 7,136.00 | $ 23,008.00 |
| ENVIRONMENTAL CONSTRAINTS COORDINATION | 1 | 4 | | 6 | | | | | 11 | NA | NA | NA | $ 2,014.00 | $ 25,022.00 |
| COORDINATE WITH PRIVATE UTILITIES FOR APPROVALS AND LONO (INCLUDING LETTERS) | 2 | 48 | 20 | 12 | | | | | 82 | | | | $ 15,428.00 | $ 40,450.00 |
| CONSTRUCTION COST ESTIMATE | 1 | 22 | | 16 | 24 | | | | 63 | NA | NA | NA | $ 10,844.00 | $ 51,294.00 |
| PREPARE SHCEMATIC ROLL PLOT | 4 | 30 | | 60 | 60 | | | | 154 | NA | NA | NA | $ 25,846.00 | $ 77,140.00 |
| PREPARE PRELIMINARY ENGINEERING REPORT (PER) | 4 | 24 | | 24 | | | | | 52 | NA | NA | NA | $ 9,616.00 | $ 86,756.00 |
| PER MEETING AND PRESENTATION | 4 | 4 | | 4 | | | | | 12 | NA | NA | NA | $ 2,516.00 | $ 89,272.00 |
| **TOTAL: PRELIMINARY ENGINEERING** | | | | | | | | | | | | | **$ 89,272.00** | |
| | | | | | | | | | | | | | | |
| **FINAL DESIGN** | | | | | | | | | | | | | | |
| TITLE SHEET (PROJECT TITLE; LOCATION & VICINITY MAP) (1 SHEET) | 1 | 4 | | 4 | 4 | | | | 13 | | 1 | 13 | $ 2,314.00 | $ 2,314.00 |
| INDEX OF DRAWINGS (1 SHEET) | 1 | 2 | | 4 | 8 | | | | 15 | | 1 | 15 | $ 2,544.00 | $ 4,858.00 |
| PROJECT SIGN FOR WALLER COUNTY (1 SHEET) | 1 | 4 | | 4 | 6 | | | | 15 | | 1 | 15 | $ 2,624.00 | $ 7,482.00 |
| PREPARE KMZ FILE AT 70%, 95%, AND 100% DESIGN WITHIN PROPOSED ROW | 1 | 4 | | 8 | | | | | 13 | | NA | NA | $ 2,334.00 | $ 9,816.00 |
| | | | | | | | | | | | | | | |
| **TYPICAL SECTION SHEETS** | | | | | | | | | | | | | | |
| EXISTING ROADWAY TYPICAL SECTIONS (1 SHEET) | 1 | 2 | | 4 | 6 | | | | 13 | | 1 | 13 | $ 2,234.00 | $ 12,050.00 |
| PROPOSED TYPICAL SECTIONS (1 SHEET, ULTIMATE SECTION) | 1 | 2 | | 4 | 8 | | | | 15 | | 1 | 15 | $ 2,544.00 | $ 14,594.00 |
| | | | | | | | | | | | | | | |
| **ROADWAY PLANS AND DETAILS** | | | | | | | | | | | | | | |
| ROADWAY PLAN AND PROFILE SHEETS (27 SHEETS) (500' EACH SHEET) (INCLUDING ALL ROADWAY FEATURES, DITCH PROFILES, ALIGNMENT, PROFILE, PC'S, PT'S, DRIVEWAYS, ETC.) | 24 | 120 | | 120 | 160 | 250 | | | 674 | | 27 | 25 | $ 111,476.00 | $ 126,070.00 |
| HORIZONTAL ALIGNMENT DATA SHEETS WITH PROJECT LAYOUT (2 SHEET) | 1 | 4 | | 10 | 42 | | | | 57 | | 2 | 29 | $ 9,164.00 | $ 135,234.00 |
| DRIVEWAY TABLE AND DETAILS (2 SHEETS) | 1 | 4 | | 8 | 16 | | | | 29 | | 2 | 15 | $ 4,814.00 | $ 140,048.00 |
| | | | | | | | | | | | | | | |
| **DRAINAGE SHEETS** | | | | | | | | | | | | | | |
| OVERALL PROJECT DRAINAGE AREA MAP (1 SHEET) | 1 | 4 | | 8 | 16 | | | | 29 | | 1 | 29 | $ 4,814.00 | $ 144,862.00 |
| HYDRAULIC CALCULATIONS FOR DRAINAGE SYSTEM (3 SHEETS) | 1 | 4 | | 16 | 32 | | | | 53 | | 3 | 18 | $ 8,574.00 | $ 153,436.00 |
| DESIGN ROADSIDE DITCH SYSTEM AND CROSS CULVERTS LAYOUTS SYSTEM (DITCH SIDE SLOPES AND DEPTH, DITCH CAPACITY, HOUSTORM RUNS, HYDRAULIC COMPUTATIONS) (BOTH SIDES OF ROAD) | 1 | 12 | | 24 | 32 | | | | 69 | | NA | NA | $ 11,414.00 | $ 164,850.00 |
| CULVERT LAYOUT SHEETS (7 SHEETS) | 4 | 22 | | 25 | 30 | 50 | | | 131 | | 7 | | $ 21,536.00 | $ 186,386.00 |
| | | | | | | | | | | | | | | |
| **TRAFFIC CONTROL PLAN** | | | | | | | | | | | | | | |
| SEQUENCE OF CONSTRUCTION SHEET (1 SHEET) | 1 | 2 | | 8 | 8 | | | | 19 | | 1 | 19 | $ 3,184.00 | $ 189,570.00 |

## FEE SCHEDULE - HR GREEN, INC. Mathis Road - Waller County Project Number 23206

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ADVANCE WARNING SIGN LAYOUT (1 SHEET) | 1 | 2 | | 8 | 10 | | | | 21 | | 1 | 21 | $ 3,494.00 | $ 193,064.00 |
| TCP OVERALL PHASING LAYOUT (2 SHEETS) | 1 | 6 | | 8 | 16 | | | | 31 | | 2 | 16 | $ 5,204.00 | $ 198,268.00 |
| TCP PHASING TYPICAL SECTIONS (1 SHEETS) | 1 | 2 | | 8 | 8 | | | | 19 | | 1 | 19 | $ 3,184.00 | $ 201,452.00 |
| TCP PHASE 1 LAYOUT SHEETS (14 SHEETS) (DOUBLE BANK) | 6 | 12 | | 24 | 48 | 60 | | | 150 | | 10 | 15 | $ 24,264.00 | $ 225,716.00 |
| TCP PHASE 2 LAYOUT SHEETS (14 SHEETS) (DOUBLE BANK) | 6 | 12 | | 24 | 48 | 60 | | | 150 | | 10 | 15 | $ 24,264.00 | $ 249,980.00 |
| DETOUR PLAN SHEET (1 SHEET) | 1 | 2 | | 8 | 16 | | | | 27 | | 1 | 27 | $ 4,424.00 | $ 254,404.00 |
| | | | | | | | | | | | | | | |
| **SIGNING AND PAVEMENT MARKING PLANS** | | | | | | | | | | | | | | |
| SIGNING AND STRIPING LAYOUTS (50 SCALE) (14 SHEETS)(1000 LF/SHEET - DOUBLE BANK) | 4 | 10 | | 40 | 80 | | | | 134 | | 14 | 10 | $ 21,846.00 | $ 276,250.00 |
| | | | | | | | | | | | | | | |
| **STORM WATER POLLUTION PREVENTION PLAN (SW3P)** | | | | | | | | | | | | | | |
| SW3P LAYOUTS (50 SCALE DOUBLE BANK ( 14 SHEETS 1000' EACH) | 4 | 16 | | 20 | 40 | | | | 80 | | 14 | 6 | $ 13,616.00 | $ 289,866.00 |
| | | | | | | | | | | | | | | |
| **ROADWAY CROSS SECTIONS** | | | | | | | | | | | | | | |
| DEVELOP 3D MODEL FILE FOR THE CORRIDOR | 1 | 32 | | | | | | | 33 | | NA | NA | $ 6,514.00 | $ 296,380.00 |
| EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')(44 SHEETS) | 10 | 40 | | | | | | | 50 | | 44 | 1 | $ 10,540.00 | $ 306,920.00 |
| | | | | | | | | | | | | | | |
| **MISCELLENAEOUS** | | | | | | | | | | | | | | |
| PREPARATION OF STANDARDS | | 2 | | 4 | 12 | | | | 18 | | 18 | 1 | $ 2,890.00 | $ 309,810.00 |
| DETAILED CONSTRUCTION COST ESTIMATE | 4 | 16 | | 40 | 24 | | | | 84 | | NA | NA | $ 14,336.00 | $ 324,146.00 |
| PRODUCE PROJECT MANUAL (AT 70%, 95%, AND 100%) | 2 | 24 | | 32 | 32 | | | | 90 | | NA | NA | $ 15,308.00 | $ 339,454.00 |
| ASSIST WITH BID COORDINATION | 4 | 8 | | | | | | | 12 | | NA | NA | $ 2,656.00 | $ 342,110.00 |
| **TOTAL: PLAN SET DEVELOPMENT** | | | | | | | | | | | | | **$ 342,110.00** | |
| | | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 191 | 606 | 20 | 763 | 786 | 420 | 0 | 32 | 2,818 | 2,818 | 163 | | | |
| CONTRACT RATE PER HOUR | $274.00 | $195.00 | $180.00 | $160.00 | $155.00 | $150.00 | $155.00 | $130.00 | | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $52,334.00 | $118,170.00 | $3,600.00 | $122,080.00 | $121,830.00 | $63,000.00 | $0.00 | $4,160.00 | $485,174.00 | | | | | |
| | | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | **$485,174.00** | | | | #REF! | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| MILEAGE | 500 | mile | $0.700 | | | | | | $350.00 |
| OVERNIGHT MAIL - LETTER SIZE | | each | | | | | | | $0.00 |
| OVERNIGHT MAIL - OVERSIZED BOX | | each | | | | | | | $0.00 |
| PHOTOCOPIES B/W (8.5 X 11) | | each | | | | | | | $0.00 |
| PHOTOCOPIES B/W (11 X 17) | | each | | | | | | | $350.00 |
| | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | **$700.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $485,174.00 |
| OTHER DIRECT EXPENSES | $700.00 |
| **TOTAL** | **$485,874.00** |

## DRAINAGE STUDY: FEE SCHEDULE - HR GREEN, INC.

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT STAFF ENGINEER | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |
| **PRELIMINARY ENGINEERING** | | | | | | | | | | | | | | |
| EVALUATE ROW REQUIREMENTS FOR DITCHES WITH EXHIBITS | 8 | 12 | | 24 | | | 24 | | 68 | NA | NA | NA | $ 12,092.00 | $ 12,092.00 |
| PROPOSED AND EXISTING HYDROLOGY CALCULATIONS | 2 | 12 | | 20 | | | | | 34 | | | | $ 6,088.00 | $ 18,180.00 |
| DITCH CALCULATIONS | 4 | 16 | | 24 | | | | | 44 | | | | $ 8,056.00 | $ 26,236.00 |
| EVALUATE 4 CULVERTS IN HY-8 | 2 | 12 | | 20 | | | | | 34 | | | | $ 6,088.00 | $ 32,324.00 |
| DEVELOP PRELIMINARY CONSTRUCTION COST ESTIMATE | 2 | 2 | | 8 | | | | | 12 | NA | NA | NA | $ 2,218.00 | $ 34,542.00 |
| CALCULATE FLOOD PLAIN CUT & FILL - MOUND CREEK OUTFALL | 2 | 2 | 4 | 6 | | | 12 | | 26 | | | | $ 4,478.00 | $ 39,020.00 |
| PREPARE DRAINAGE REPORT (WITH EXHIBITS) | 12 | 24 | | 60 | | | 16 | | 112 | NA | NA | NA | $ 20,048.00 | $ 59,068.00 |
| ATTEND PER MEETING | 4 | 4 | | | | | | | 8 | | | | $ 1,876.00 | $ 60,944.00 |
| **TOTAL: PRELIMINARY ENGINEERING** | | | | | | | | | | | | | **$ 60,944.00** | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 36 | 84 | 4 | 162 | 0 | 0 | 52 | 0 | 338 | | 0 | | | |
| CONTRACT RATE PER HOUR | $274.00 | $195.00 | $180.00 | $160.00 | $155.00 | $150.00 | $155.00 | $130.00 | | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $9,864.00 | $16,380.00 | $720.00 | $25,920.00 | $0.00 | $0.00 | $8,060.00 | $0.00 | $60,944.00 | | | | | |
| | | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | **$60,944.00** | | | | #REF! | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| Mileage | 250 | mile | $0.70 | | | | | | $175.00 |
| Overnight mail - letter size | 12 | each | $10.00 | | | | | | $120.00 |
| Overnight mail - oversized box | 3 | each | $120.00 | | | | | | $360.00 |
| Photocopies B/W (8.5 x 11) | 500 | each | $0.20 | | | | | | $100.00 |
| Photocopies B/W (11 x 17) | 100 | each | $1.00 | | | | | | $100.00 |
| | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | **$855.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $60,944.00 |
| OTHER DIRECT EXPENSES | $855.00 |
| **TOTAL** | **$61,799.00** |

## FEE SCHEDULE - HR GREEN, INC. Mathis Road - Waller County Project Number 23206

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT STAFF ENGINEER | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |
| **CONSTRUCTION PHASE SERVICES** | | | | | | | | | | | | | | |
| ADMINISTRATIVE DOCUMENTS | | 24 | | | | | | | 24 | NA | NA | NA | $ 4,680.00 | $ 4,680.00 |
| ATTEND PRE-BID MEETING | 4 | 4 | | | | | | | 8 | | | | $ 1,876.00 | $ 6,556.00 |
| RESPOND TO QUESTIONS | 4 | 6 | | | | | | | 10 | | | | $ 2,266.00 | $ 8,822.00 |
| PRECONSTRUCTION MEETING | 4 | 4 | | | | | | | 8 | | | | $ 1,876.00 | $ 10,698.00 |
| ATTEND FIELD MEETINGS AND SITE VISITS | 12 | 12 | | | | | | | 24 | NA | NA | NA | $ 5,628.00 | $ 16,326.00 |
| PREPARATION OF CHANGE ORDERS | 4 | 24 | | | | | | | 28 | | | | $ 5,776.00 | $ 22,102.00 |
| REVIEW & APPROVE SUBMITTAL SHOP DRAWINGS | 4 | 24 | | | | | | | 28 | | | | $ 5,776.00 | $ 27,878.00 |
| REVIEW & RESPOND TO RFI'S | 4 | 24 | | | | | | | 28 | | | | $ 5,776.00 | $ 33,654.00 |
| ANSWER GENERAL QUESTIONS | 4 | 24 | | | | | | | 28 | | | | $ 5,776.00 | $ 39,430.00 |
| SUBSTANTIAL COMPLETION WALK THROUGH AND PUNCH LIST DEVELOPMENT | 4 | 4 | | | | | | | 8 | | | | $ 1,876.00 | $ 41,306.00 |
| PROVIDE RECORD DRAWINGS | 4 | 16 | | | 24 | | | | 44 | | | | $ 7,936.00 | $ 49,242.00 |
| **TOTAL: CONSTRUCTION PHASE SERVICES** | | | | | | | | | | | | | **$ 49,242.00** | |
| | | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 48 | 166 | 0 | 0 | 24 | 0 | 0 | 0 | 238 | | 0 | | | |
| CONTRACT RATE PER HOUR | $274.00 | $195.00 | $180.00 | $160.00 | $155.00 | $150.00 | $155.00 | $130.00 | | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $13,152.00 | $32,370.00 | $0.00 | $0.00 | $3,720.00 | $0.00 | $0.00 | $0.00 | $49,242.00 | | | | | |
| | | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | **$49,242.00** | | | | $ 49,242.00 | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| MILEAGE | 500 | mile | $0.700 | | | | | | $350.00 |
| OVERNIGHT MAIL - LETTER SIZE | | each | | | | | | | $0.00 |
| OVERNIGHT MAIL - OVERSIZED BOX | | each | | | | | | | $0.00 |
| PHOTOCOPIES B/W (8.5 X 11) | | each | | | | | | | $0.00 |
| PHOTOCOPIES B/W (11 X 17) | | each | | | | | | | $350.00 |
| | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | **$700.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $49,242.00 |
| OTHER DIRECT EXPENSES | $700.00 |
| **TOTAL** | **$49,942.00** |

## FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | PROJECT SURVEYOR RPLS | SURVEY TECHNICIAN | CAD TECHNICIAN | | | | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|
| **RIGHT-OF-WAY (ROW) SURVEY** | | | | | | | | | | |
| RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP | | | | | | | | | | |
| PERFORM ABSTRACTING, SURVEY EXISTING PROPERTY AND ROW MONUMENTATION, AND PROVIDE PRELIMINARY ROW SHEETS SHOWING PRELIMINARY DETERMINATION OF PROPERTY OWNERSHIP AND EXISTING ROW WIDTHS. | 4 | 19 | 75 | 72 | | | | 170 | N/A | N/A |
| PREPARE PRELIMINARY ROW MAP SHEETS SHOWING EXISTING AND PROPOSED ROW. AREAS TO BE ACQUIRED SHALL BE SHADED AND LABELED AND MEET WALLER COUNTY ROW MAP REQUIREMENTS. | 0 | 0 | 0 | 0 | | | | 0 | N/A | N/A |
| PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 2 PARCELS. | 1 | 4 | 8 | 16 | | | | 29 | | |
| PREPARE FINAL ROW MAP SET COMPLIANT WITH TSPS CATEGORY 1B, CONDITION II SPECIFICATIONS. PARCELS TO BE ACQUIRED SHALL BE SHADED AND LABELED. PROVIDE KMZ AND GIS DELIVERABLES. | 3 | 9 | 15 | 28 | | | | 55 | N/A | N/A |
| HOURS SUB-TOTALS | 8 | 32 | 98 | 116 | 0 | 0 | 0 | 254 | 0 | |
| CONTRACT RATE PER HOUR | $230.00 | $188.00 | $130.00 | $115.00 | $0.00 | $0.00 | $0.00 | | | |
| TOTAL LABOR COSTS | $1,840.00 | $6,016.00 | $12,740.00 | $13,340.00 | $0.00 | $0.00 | $0.00 | $33,936.00 | | |
| % DISTRIBUTION OF STAFFING | 3.15% | 12.60% | 38.58% | 45.67% | 0.00% | 0.00% | 0.00% | | | |
| **SUBTOTAL FC 145** | | | | | | | | **$33,936.00** | | |

| TASK DESCRIPTION | PROJECT MANAGER | PROJECT SURVEYOR RPLS | SURVEY TECHNICIAN | CAD TECHNICIAN | | | | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|
| **DESIGN SURVEY** | | | | | | | | | | |
| REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT. | **0** | **1** | **4** | **0** | | | | 5 | N/A | N/A |
| ESTABLISH SURVEY CONTROL AT 1000-FOOT INTERVALS USING GPS RTK AND DIGITAL LEVEL LOOP. STAKE PROJECT BASELINE AT ALL PCs, PTs, PIS, AND AT BEGINNING, ENDING, AND 1000-FOOT STATIONS. | 1 | 2 | 15 | 0 | | | | 18 | N/A | N/A |
| PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES. | 3 | 6 | 0 | 24 | | | | 33 | | |
| PERFORM TOPOGRAPHIC SURVEY OF EXISTING ROADWAY, UTILITIES, DITCHES, FENCES, BRIDGES AND OTHER IMPROVEMENTS WHICH WILL EXTEND 20-FEET BEYOND EXISTING OR PROPOSED ROW. CROSS SECTIONS SHALL BE SURVEYED AT 100-FOOT INTERVALS. INTERSECTING STREETS WILL BE SURVEYED FOR A MINIMUM OF 100-FEET BEYOND PROPOSED PAVEMENT. STRUCTURES IN CLEAR VIEW AND WITHIN 100-FEET OF EXISTING OR PROPOSED ROW WILL BE TIED TO SURVEY. SURVEY STORM AND SANITARY SEWER FACILITIES INCLUDING FLOWLINES WHERE ACCESSIBLE. PROVIDE COPIES OF ALL POINT FILES, FIELD NOTES, AND DATA COLLECTION FILES. PROVIDE COPIES OF ALL POINT FILES, FIELD NOTES, AND DATA COLLECTION FILES. | 0 | 3 | 20 | 0 | | | | 23 | N/A | N/A |
| PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL. | 3 | 12 | 0 | 89 | | | | 104 | N/A | N/A |
| SURVEY 20 GEOTECHNICAL BORINGS (REQUIRES SEPARATE MOBILIZATION) | 0 | 0 | 2 | 0 | | | | 2 | N/A | N/A |
| SURVEY SUE LEVEL B MARKINGS PLACED BY SUE TEAM MEMBER AND PROVIDE POINT FILES AND FIELD NOTES (REQUIRES SEPARATE MOBILIZATION) | 0 | 0 | 0 | 0 | | | | 0 | N/A | N/A |
| RECOVER, REFLAG, AND VERIFY BASELINE POINTS, SURVEY CONTROL POINTS, AND BENCHMARKS. RE-ESTABLISH MISSING POINTS AS NEEDED. THIS PROPOSAL PROVIDES FOR THIS SERVICE TO BE PERFORMED THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED. | 0 | 5 | 30 | 0 | | | | 35 | | |
| SET LATHES AT 100-FOOT INTERVALS ALONG ALL ROW TANGENTS, AND AT 50-FOOT INTERVALS ALONG ALL ROW CURVES. THIS PROPOSAL PROVIDES FOR THIS SERVICE TO BE PERFORMED THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED. | 0 | 6 | 36 | 0 | | | | 42 | | |
| OTHER CONSTRUCTION PHASE SERVICES | (WILL BE BILLED ON A TIME AND MATERIALS BASIS) | | | | | | | | | |
| HOURS SUB-TOTALS | 7 | 35 | 107 | 113 | 0 | 0 | 0 | 262 | 0 | |
| CONTRACT RATE PER HOUR | $230.00 | $188.00 | $130.00 | $115.00 | $0.00 | $0.00 | $0.00 | | | |
| TOTAL LABOR COSTS | $1,610.00 | $6,580.00 | $13,910.00 | $12,995.00 | $0.00 | $0.00 | $0.00 | $35,095.00 | | |
| % DISTRIBUTION OF STAFFING | 2.67% | 13.36% | 40.84% | 43.13% | 0.00% | 0.00% | 0.00% | | | |
| **SUBTOTAL FC 160 (150** | | | | | | | | $35,095.00 | | |

| LABOR SUMMARY BY FUNCTION CODE | SUPPORT MANAGER | SURVEYOR RPLS SENIOR | SURVEYOR RPLS | SURVEYOR RPLS JUNIOR | | | | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|---|---|
| RIGHT-OF-WAY SURVEY | 8 | 32 | 98 | 116 | 0 | 0 | 0 | 254 | $33,936.00 |
| DESIGN SURVEY | 7 | 35 | 107 | 113 | 0 | 0 | 0 | 262 | $35,095.00 |
| ADDITIONAL SERVICES - STAKE BASELINE, CONTROL, AND ROW THREE TIMES | | | | | 0 | 0 | 0 | 0 | $0.00 |
| **SUBTOTAL LABOR EXPENSES** | 15 | 67 | 205 | 229 | 0 | 0 | 0 | | $69,031.00 |

| UNIT COSTS | # OF UNITS | 2- Person Survey Crew COST/UNIT | UNIT | | | | |
|---|---|---|---|---|---|---|---|
| FIELD SURVEY - RIGHT-OF-WAY SURVEY | 69 | $ 200.00 | HOUR | | | | $13,800.00 |
| FIELD SURVEY - DESIGN SURVEY | 298 | $ 200.00 | HOUR | | | | $59,600.00 |
| FIELD SURVEY - ADDITIONAL SERVICES | 0 | $ 200.00 | HOUR | | | | $0.00 |
| **SUBTOTAL UNIT COSTS** | 367 | | | | | | **$73,400.00** |

| OTHER DIRECT EXPENSES | # OF UNITS | COST/UNIT | UNIT | | | | |
|---|---|---|---|---|---|---|---|
| Mileage | 3,150 | $0.700 | mile | | | | $2,205.00 |
| Certified Letter Return Receipt | 49 | $8.95 | each | | | | $438.55 |
| Standard Postage | 25 | $0.73 | each | | | | $17.89 |
| Plat Copies per page | 0 | $5.00 | page | | | | $0.00 |
| Deed Copies per page | 0 | $1.00 | page | | | | $0.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | **$2,661.44** |

| SUMMARY | |
|---|---|
| TOTAL COSTS FOR SUR ONLY | $69,031.00 |
| NON-SALARY (UNIT COSTS) FOR SUR ONLY | $73,400.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY | $2,661.44 |
| **GRAND TOTAL** | $145,092.44 |

| COST BY FUNCTION | OFFICE | FIELD | ODE | TOTAL |
|---|---|---|---|---|
| ROW SURVEY | $33,936.00 | $13,800.00 | $420.00 | $48,156.00 |
| DESIGN SURVE | $35,095.00 | $59,600.00 | $2,241.44 | $96,936.44 |
| ADD. SERVICES | $0.00 | $0.00 | $0.00 | $0.00 |
| TOTAL | $69,031.00 | $73,400.00 | $2,661.44 | **$145,092.44** |

**FEE SCHEDULE - Geotechnical Services**
**Mathis Road - Waller County Project Number 23206**

| TASK DESCRIPTION | PROJECT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT | ENGINEER DESIGN | ENGINEER IN TRAINING II | ENGINEER IN TRAINING I | ENGINEERING TECHNICIAN SENIOR | ENGINEERING TECHNICIAN | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GEOTECH INVESTIGATION** | | | | | | | | | | | | |
| Coordinate Soil Bore Locations/Mark/Utility Call-ins | | | 2 | | | 2 | | 10 | | 14 | N/A | N/A |
| Field Personnel and Management During Drilling | | | 2 | | | 3 | | 75 | | 80 | N/A | N/A |
| Sample Classification, Laboratory Coordination and Boring Log Generation | | | 2 | | | 3 | | | | 5 | N/A | N/A |
| Preliminary Geotechnical Report | | 3 | 12 | | | 20 | | | 3 | 38 | N/A | N/A |
| Final Geotechincal Report | | 3 | 12 | | | 20 | | | 3 | 38 | N/A | N/A |
| HOURS SUB-TOTALS | 0 | 6 | 30 | 0 | 0 | 48 | 0 | 85 | 6 | 175 | #REF! | |
| CONTRACT RATE PER HOUR | | $218.00 | $176.00 | | | $122.00 | | $59.00 | $75.00 | | | |
| TOTAL LABOR COSTS | $0.00 | $1,308.00 | $5,280.00 | $0.00 | $0.00 | $5,856.00 | $0.00 | $5,015.00 | $450.00 | $17,909.00 | | |
| % DISTRIBUTION OF STAFFING | 0.00% | 3.43% | 17.14% | 0.00% | 0.00% | 27.43% | 0.00% | 48.57% | 3.43% | | | |
| **SUBTOTAL FC 102 (110)** | | | | | | | | | | **$17,909.00** | | |

| **LABOR SUMMARY BY FUNCTION CODE** | SUPPORT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT SENIOR | ENGINEER PROJECT | ENGINEER DESIGN | ENGINEER IN TRAINING II | ENGINEER IN TRAINING I | GEOLOGIST JUNIOR | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| GEOTECH INVESTIGATION | 0 | 6 | 30 | 0 | 0 | 48 | 0 | 85 | 6 | 175 | $17,909.00 |
| **SUBTOTAL LABOR EXPENSES** | 0 | 6 | 30 | 0 | 0 | 48 | 0 | 85 | 6 | | $17,909.00 |

| **UNIT COSTS** | # OF UNITS | Test Code | COST/UNIT | UNIT | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Unconsolidated Undrained Triaxial | 58 | ASTM D2850 | $77.00 | each | | | | | $4,466.00 |
| Soil Boring/Rock Coring without TCP ( < 60 ft.) | 405 | N/A | $27.00 | LF | | | | | $10,935.00 |
| Borehole Grouting - Bentonite Chips | 405 | N/A | $13.00 | LF | | | | | $5,265.00 |
| Pavement Coring (4-inch diameter to 6-inch thickness) | 27 | N/A | $127.00 | each | | | | | $3,429.00 |
| Pavement Coring (4-inch diameter and over 6 to 12-inch thickness) | 162 | N/A | $12.00 | inch | | | | | $1,944.00 |
| Determining Moisture Content in Soil Materials | 81 | ASTM D2216 | $12.00 | each | | | | | $972.00 |
| Atterberg Limits of Soils | 58 | ASTM D4318 | $76.00 | each | | | | | $4,408.00 |
| Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve | 58 | ASTM D1120 | $59.00 | each | | | | | $3,422.00 |
| Standard Proctor | 2 | ASTM D698 | $246.00 | each | | | | | $492.00 |
| California Bearing Ratio (CBR) | 2 | ASTM D1883 | $259.00 | each | | | | | $518.00 |
| Optimum Lime Content - PI Method | 2 | | $292.00 | each | | | | | $584.00 |
| **SUBTOTAL UNIT COSTS** | | | | | | | | | **$36,435.00** |

| **OTHER DIRECT EXPENSES** | # OF UNITS | | COST/UNIT | UNIT | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Vehicle Charge | 85 | | $13.000 | hour | | | | | $1,105.00 |
| Mobilization and Demobilization of Drilling Rig (Trips less than 100 miles from office to site) | 1 | | $746.00 | each | | | | | $746.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | 8 | | $1,500.00 | day | | | | | $12,000.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | **$13,851.00** |

| **SUMMARY** | |
|---|---|
| TOTAL COSTS FOR GEO ONLY | $17,909.00 |
| NON-SALARY (UNIT COSTS) FOR GEO ONLY | $36,435.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY | $13,851.00 |
| **GRAND TOTAL** | $68,195.00 |

# FEE SCHEDULE

| TASK DESCRIPTION | SENIOR PROJECT MANAGER | PROJECT MANAGER | PROJECT GEO | SR. PROJECT ARCH | PROJECT ARCH | PROJECT SCIENTIST III | PROJECT SCIENTIST | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | | | | | |
| PROJECT MEETINGS | | 12 | | | | | | | | 12 | NA | NA | NA | $ 1,620.00 | $ 1,620.00 |
| PROJECT ADMINISTRATION | 4 | 4 | | | | | | | 4 | 12 | NA | NA | NA | $ 1,668.00 | $ 1,668.00 |
| **PRELIMINARY ENGINEERING** | | | | | | | | | | 0 | NA | NA | NA | $ - | $ - |
| ENVIRONMENTAL CONTRAINTS EVALUATION | 2 | 14 | 4 | 2 | 12 | 4 | 60 | 8 | 2 | 108 | NA | NA | NA | $ 12,040.00 | $ 12,040.00 |
| | | | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 6 | 30 | 4 | 2 | 12 | 4 | 60 | 8 | 6 | 132 | | 0 | | | |
| CONTRACT RATE PER HOUR | $190.00 | $135.00 | $145.00 | $175.00 | $120.00 | $135.00 | $95.00 | $122.00 | $92.00 | | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $1,140.00 | $4,050.00 | $580.00 | $350.00 | $1,440.00 | $540.00 | $5,700.00 | $976.00 | $552.00 | $15,328.00 | | | | | |
| | | | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | | **$15,328.00** | | | | $ - | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Mileage | 100 | mile | $0.700 | | | | | | | $70.00 |
| Environmental Database Report | 1 | each | $350.00 | | | | | | | $350.00 |
| | | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | | **$420.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $15,328.00 |
| OTHER DIRECT EXPENSES | $420.00 |
| **TOTAL** | **$15,748.00** |

**APPENDIX A-2**
**Scope of Services (Hourly)**

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

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

Consultant Name

| Job Classification | Maximum Raw Salary Rate |
|---|---|
| Principal | $117.00 |
| Senior Project Manager | $92.00 |
| Deputy Project Manager | $69.00 |
| Support Manager | $49.00 |
| Senior Tolling Advisor | $59.00 |
| Quality Manager | $40.00 |
| Senior Project Engineer | $73.00 |
| Project Engineer | $60.00 |
| Engineer-In-Training II | $54.00 |
| Engineer-In-Training I | $41.00 |
| Senior CADD Technician | $59.00 |
| CADD Technician | $49.00 |
| Engineering Technician | $50.00 |
| Survey Project Manager (TX RPLS) | $63.00 |
| Project Manager (TX RPLS) | $77.00 |
| Survey Technician | $44.00 |
| SUE Project Manager | $86.00 |
| SUE Senior Engineer | $59.00 |
| SUE Engineer-In-Training | $86.00 |

# Appendix C
# Insurance

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

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

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

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

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

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

# ENGINEERING SERVICES AGREEMENT

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

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

W I T N E S S E T H:

**WHEREAS**, the County proposes to hire the Engineer to perform design services to reconstruct Robichaux Road from approximately FM 1458 to Garrett Road in Waller County, Texas, hereinafter called the "Project;"

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

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

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

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

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

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

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the

Engineer under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability

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

2. Scope of Services

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

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$616,456.12** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$67,294.79** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

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

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

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

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

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

c. It is expressly understood and agreed that the County has available the total maximum sum of **$683,750.91** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

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

5. The County's Option to Terminate

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

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

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

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

7. Delays and Damages

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

8. Inspection of the Engineer's Books and Records

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

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

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

11. Conferences

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

12. Appearance as Witness

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

13. Compliance with Laws

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

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

14. Insurance

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

15. Indemnification

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

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

16. Delivery of Notices, Etc.

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

   All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Trevor Reed, Volkert, INC., 5775 North Sam Houston Pkwy W Ste 140, Houston, TX 77086, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

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

18. The County's Acts

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

19. Limitations

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

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

20. Captions Not a Part Hereof

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

21. Controlling Law, Venue

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

22. Successors and Assigns

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

23. Independent Engineer

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

24. Certificate of Interested Parties (Form 1295)

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

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

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

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in section 809.001 of the Texas Government Code.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

| COUNTY: | ENGINEER: |
|---|---|
| WALLER COUNTY | Volkert, INC. |
| _____ | _____ |
| Carbett "Trey" J. Duhon III, County Judge | Trevor Reed |
| _____ | _____ |
| Date | Date |

ATTEST:

_____
Debbie Hollan, County Clerk

Approved:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $683,750.91 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

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

**Scope of Services**
**Precinct 1 Mobility – Robichaux Road**

The proposed improvements include the widening and reconstruction for 2.5 miles from 2 – 10' lanes to 2 – 11' lanes and a 1' shoulder of Asphalt on Robichaux Road from CR1458 to Garrett Road

Work not specifically listed below will be provided by others.

1. General

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

2. Preliminary Engineering

- Perform a detailed field survey for the detailed design phase.
    - Establish Project Control, Set and Survey Two Pairs of Monuments, Prepare Control Data Sheets

**Scope of Services**
**Precinct 1 Mobility – Robichaux Road**

  - Field Survey of Robichaux Road:
  - Collect Cross Sections at 100' Intervals within ROW - Include Fences, Gates, Driveway and Cross Culverts, Visible Utilities, and Improvements
  - Prepare Topographic Map (DGN) and DTM/TIN Files in Open Roads Format
  - Perform QA/QC and Address any Redline Comments received.

- Perform ROW investigation and ROW Mapping.
  - Ownership Research, Acquire and Plot approximately 20 Property Deeds along Robichaux Road
  - Field Survey of Front Property Corners along Robichaux Road ROW
  - Fit Deeds to Found Front Property Corners
  - Prepare Apparent ROW Map of Robichaux Road
  - Perform Boundary Survey and Analysis of Parent Tract, Prepare Parcel Plat and Property Metes & Bounds Description for one Parcel at the intersection with FM 1458

- Perform detailed SUE QL A-D in accordance with ASCE 38-22 for the detailed design phase:

  - Up to 17,000 LF of QL-C/D (including sag elevations for aerial utilities)
  - Up to 17,000 LF of QL-B
  - Up to 4 QL-A test holes

- Perform geotechnical evaluation for pavement, **roadside ditch, box culvert/pipeline crossings** or structural design in the final design phase.

- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.

- Present a schematic roll plot for each alternative with horizontal and vertical alignments.

- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).

- Evaluate ROW requirements for roadways based on preliminary cross sections.

- Perform a review of the utilities along the corridor and provide a Utility Conflict Matrix which includes potential conflicts and all correspondence with utility companies to the Program Manager. Utility exclusions are listed below:

  - Utility Coordination/Coordination Meetings
  - Utility Relocation Design
  - Preparation of utility agreements
  - Obtaining Letters of No Objection (LONOs)
  - Utility field verification
  - Compliance coordination and review of proposed utility adjustment plans

  - Utility adjustment cost estimates
- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Identify the ultimate project outfalls.
  - Define drainage boundaries for the project.
  - Size crossing using HEC-RAS and/or HY-8
  - Provide existing vs proposed flows. If existing road has inlets (curb and gutter), analyze existing street ponding.

- Provide Drainage Report.

- Provide updated construction cost estimates based on the preliminary design.

- Provide Preliminary Engineering Report (PER, draft and final).

- Attend PER meeting at Waller County facility.

- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets.

- Obtain LONOs from utilities or have utilities relocated prior to bidding.

- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.

- Obtain environmental permit approvals prior to project bidding.

  - Natural Resources Desktop Review
  - Cultural Resource Desktop Assessment/THC
  - Hazardous Materials Initial Site Assessment

- Prepare project title sheet and index sheet.

- Prepare horizontal alignment data.

- Prepare typical sections.

- Prepare roadway plan and profile sheets to include existing top.

- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.

- Prepare culvert layouts sheets with hydrologic and hydraulic data.

- Prepare drainage and roadway details.

**Scope of Services**
**Precinct 1 Mobility – Robichaux Road**

- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare traffic control plans.
- Prepare illumination details.
- Prepare air bridge or Zero load slab details for projects crossing pipelines.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

Additional Services (not included in Lump Sum approach)

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting.
- Respond to questions from bidders.
- Attend preconstruction meeting.
- Attend field meetings and make visits to sites.
- Calculate quantities and assist the County engineer in preparing change orders.
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)

**Scope of Services**
**Precinct 1 Mobility – Robichaux Road**

- Answer general questions.
- Provide record drawings.

# PRIME - FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | DESIGN ENGINEER | EIT | SENIOR ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF Sheets | HOURS PER Sheet | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | | | |
| DATA COLLECTION | 5 | | 20 | | 20 | | | | 45 | NA | NA | $ 7,250.50 | $ 7,250.50 |
| PROJECT MEETINGS | 10 | | 10 | | 10 | | | 10 | 40 | NA | NA | $ 6,647.00 | $ 6,647.00 |
| TXDOT PERMIT | 16 | | 24 | | 40 | | | | 80 | NA | NA | $ 13,417.76 | $ 13,417.76 |
| COORDINATION WITH LOCAL AGENCIES | 10 | | 20 | | 10 | | | | 40 | NA | NA | $ 7,488.50 | $ 7,488.50 |
| PROJECT ADMINISTRATION | 10 | | 10 | | | | | 40 | 60 | NA | NA | $ 8,161.70 | $ 8,161.70 |
| **PRELIMINARY ENGINEERING** | | | | | | | | | 0 | NA | NA | $ - | $ - |
| FIELD SURVEYING | 2 | | 10 | | | | | | 12 | NA | NA | $ 2,305.54 | $ 2,305.54 |
| SUE COORDINATION | 2 | | 10 | | | | | | 12 | NA | NA | $ 2,305.54 | $ 2,305.54 |
| GEOTECH COORDINATION | 2 | | 10 | | | | | | 12 | NA | NA | $ 2,305.54 | $ 2,305.54 |
| ENVIRONMENTAL CONTRAINTS EVALUATION | 2 | | 10 | | | | | | 12 | NA | NA | $ 2,305.54 | $ 2,305.54 |
| PREPARE SCHEMATIC ROLL PLOT | 2 | | 60 | | 80 | | | | 142 | 2 | 71 | $ 20,425.84 | $ 20,425.84 |
| EVALUATE ROW REQUIREMENTS | 2 | | 10 | | 10 | | | | 22 | NA | NA | $ 3,483.64 | $ 3,483.64 |
| UTILITY COORDINATION | 5 | | 10 | | 10 | | | | 25 | NA | NA | $ 4,333.30 | $ 4,333.30 |
| CONSTRUCTION COST ESTIMATES | 5 | | 20 | | 20 | | | | 45 | NA | NA | $ 7,250.50 | $ 7,250.50 |
| PREPARATION OF PER | 5 | | 20 | | 20 | | | | 45 | NA | NA | $ 7,250.50 | $ 7,250.50 |
| PER MEETING | 5 | | 12 | | 12 | | | | 29 | NA | NA | $ 4,916.74 | $ 4,916.74 |
| **FINAL DESIGN** | | | | | | | | | | NA | NA | $ - | $ - |
| TITLE SHEET | 2 | | 1 | | 6 | | | | 9 | 1 | 9 | $ 1,447.21 | $ 1,447.21 |
| HORIZONTAL ALIGNMENT DATA | 2 | | 20 | | 10 | | 8 | | 40 | 2 | 20 | $ 6,120.34 | $ 6,120.34 |
| EXISTING TYPICAL SECTIONS | 2 | | 2 | | 8 | | 10 | | 22 | 1 | 22 | $ 2,978.74 | $ 2,978.74 |
| PROPOSED TYPICAL SECTIONS | 2 | | 2 | | 8 | | 10 | | 22 | 1 | 22 | $ 2,978.74 | $ 2,978.74 |
| ROADWAY PLAN & PROFILE SHEETS (50 SCALE) | 4 | 16 | 36 | 48 | 80 | 16 | 80 | | 280 | 14 | 20 | $ 38,811.40 | $ 38,811.40 |
| ROADWAY DETAILS | 2 | | 10 | | 10 | | 20 | | 42 | 2 | 21 | $ 5,727.64 | $ 5,727.64 |
| EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50') | 5 | 30 | 30 | 50 | 40 | 80 | 50 | | 285 | 50 | 6 | $ 41,839.20 | $ 41,839.20 |
| SIGNING AND STRIPING LAYOUTS (50 SCALE) | 1 | 2 | 10 | | 10 | 24 | 40 | | 87 | 7 | 12 | $ 11,217.22 | $ 11,217.22 |
| SIGNALIZATION DETAILS | | | | | | | | | | NA | NA | $ - | $ - |
| TCP LAYOUTS (50 SCALE DOUBLE BANK) | 4 | 8 | 24 | | 40 | 16 | 40 | | 132 | 6 | 22 | $ 18,524.72 | $ 18,524.72 |
| MISCELLENAEOUS DETAILS | 2 | 5 | 5 | | 5 | | 5 | | 10 | 2 | 5 | $ 3,834.84 | $ 3,834.84 |
| PREPARATION OF STANDARDS | 1 | | 10 | | 10 | | 10 | | 31 | 16 | 2 | $ 4,322.42 | $ 4,322.42 |
| DETAILED CONSTRUCTION COST ESTIMATE | 5 | 8 | 20 | | 20 | 12 | | | 65 | NA | NA | $ 10,763.22 | $ 10,763.22 |
| PRODUCE PROJECT MANUAL | 2 | 8 | 16 | 8 | 32 | | | | 66 | NA | NA | $ 10,283.88 | $ 10,283.88 |
| | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 117 | 77 | 442 | 106 | 511 | 148 | 273 | 50 | 1,724 | 104 | 17 | | |
| CONTRACT RATE PER HOUR | $283.22 | $249.76 | $173.91 | $145.86 | $117.81 | $126.22 | $112.20 | $89.76 | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $33,136.74 | $19,231.52 | $76,868.22 | $15,461.16 | $60,200.91 | $18,680.56 | $30,630.60 | $4,488.00 | $258,697.71 | | | | |
| | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | **$258,697.71** | | | $ 258,697.71 | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| Mileage | 350 | mile | $0.700 | | | | | | $245.00 |
| Overnight mail - letter size | | each | | | | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | | | | $0.00 |
| | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | **$245.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $258,697.71 |
| OTHER DIRECT EXPENSES | $245.00 |
| **TOTAL** | **$258,942.71** |

## CONSTRUCTION PHASED SERVICES - FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF Sheets | HOURS PER Sheet | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|
| **CONSTRUCTION PHASE SERVICES** | | | | | | 0 | NA | NA | $ - | $ - |
| ADMINSTRATIVE DOCUMENTS | 2 | | | | 16 | 18 | NA | NA | $ 2,002.60 | $ 2,002.60 |
| ATTEND PRE-BID MEETING | 5 | | 5 | 8 | | 18 | NA | NA | $ 3,228.13 | $ 3,228.13 |
| RESPOND TO QUESTIONS | 5 | | 2 | | | 7 | NA | NA | $ 1,763.92 | $ 1,763.92 |
| PRECONSTRUCTION MEETING | 5 | | 5 | 8 | | 18 | NA | NA | $ 3,228.13 | $ 3,228.13 |
| ATTEND FIELD MEETINGS AND SITE VISITS | 4 | | 16 | 8 | | 28 | NA | NA | $ 4,857.92 | $ 4,857.92 |
| PREPARATION OF CHANGE ORDERS | 1 | | 10 | 10 | | 21 | NA | NA | $ 3,200.42 | $ 3,200.42 |
| REVIEW AND APPROVE SHOP DRAWINGS | 1 | | 5 | 40 | | 46 | NA | NA | $ 5,865.17 | $ 5,865.17 |
| REVIEW AND APPROVE FORMING DETAILS | 1 | | 24 | | | 25 | NA | NA | $ 4,457.06 | $ 4,457.06 |
| RESPOND TO RFIS | 8 | | 48 | 16 | | 72 | NA | NA | $ 12,498.40 | $ 12,498.40 |
| ANSWER GENERAL QUESTIONS | 8 | 8 | 36 | 12 | | 64 | NA | NA | $ 11,938.32 | $ 11,938.32 |
| PROVIDE RECORD DRAWINGS | 2 | 2 | 24 | 32 | | 60 | NA | NA | $ 9,009.72 | $ 9,009.72 |
| | | | | | | | | | | |
| HOURS SUB-TOTALS | 42 | 10 | 175 | 134 | 16 | 377 | 0 | #DIV/0! | | |
| CONTRACT RATE PER HOUR | $283.22 | $249.76 | $173.91 | $117.81 | $89.76 | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $11,895.24 | $2,497.60 | $30,434.25 | $15,786.54 | $1,436.16 | $62,049.79 | | | | |
| | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | **$62,049.79** | | | $ 62,049.79 | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| Mileage | 350 | mile | $0.700 | | | $245.00 |
| Overnight mail - letter size | | each | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | $0.00 |
| | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | **$245.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $62,049.79 |
| OTHER DIRECT EXPENSES | $245.00 |
| **TOTAL** | **$62,294.79** |

# DRAINAGE FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF SHEETS | HOURS PER UNIT | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | |
| DATA COLLECTION | | | 2 | 20 | | | 22 | NA | NA | $ 2,704.02 | $ 2,704.02 |
| PROJECT MEETINGS | | | 10 | 10 | | | 20 | NA | NA | $ 2,917.20 | $ 2,917.20 |
| COORDINATION WITH LOCAL AGENCIES | | | 1 | 10 | | | 11 | NA | NA | $ 1,352.01 | $ 1,352.01 |
| PROJECT ADMINISTRATION | | | | | | 10 | 10 | NA | NA | $ 897.60 | $ 897.60 |
| **PRELIMINARY ENGINEERING** | | | | | | | | NA | NA | $ - | $ - |
| DRAINAGE ANALYSIS | | | 2 | 40 | | | 42 | NA | NA | $ 5,060.22 | $ 5,060.22 |
| DRAINAGE REPORT | | | 2 | 20 | | | 22 | NA | NA | $ 2,704.02 | $ 2,704.02 |
| ASSIST IN CONSTRUCTION COST ESTIMATES | | | 2 | 10 | | | 12 | NA | NA | $ - | $ - |
| ASSIST WITH PREPARATION OF PER | | | 2 | 10 | | | 12 | NA | NA | $ 1,525.92 | $ 1,525.92 |
| ASSIST WITH PER MEETING | | | 2 | 10 | | | 12 | NA | NA | $ 1,525.92 | $ 1,525.92 |
| **FINAL DESIGN** | | | | | | | 0 | NA | NA | $ - | $ - |
| CULVERT LAYOUT SHEETS | 2 | 4 | 16 | 32 | 40 | | 94 | 3 | 31 | $ 12,605.96 | $ 12,605.96 |
| DRAINAGE DETAILS | 2 | 6 | 10 | 12 | 10 | | 40 | 3 | 13 | $ 6,339.82 | $ 6,339.82 |
| DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK) | 2 | 4 | 10 | 10 | 40 | | 66 | 4 | 17 | $ 8,970.68 | $ 8,970.68 |
| SW3P LAYOUTS (50 SCALE DOUBLE BANK) | 2 | 4 | 16 | 20 | 20 | | 62 | 7 | 9 | $ 8,948.24 | $ 8,948.24 |
| MISCELLENAEOUS DETAILS | 2 | 4 | 2 | 20 | | | 28 | 2 | 14 | $ 4,269.50 | $ 4,269.50 |
| PREPARATION OF STANDARDS | 2 | 4 | 1 | 10 | | | 17 | NA | NA | $ 2,917.49 | $ 2,917.49 |
| ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE | 2 | 4 | 1 | 10 | | | 17 | NA | NA | $ 2,917.49 | $ 2,917.49 |
| ASSIST WITH PRODUCTION OF PROJECT MANUAL | 2 | 2 | 1 | 10 | | | 15 | NA | NA | $ 2,417.97 | $ 2,417.97 |
| | | | | | | | | | | | |
| HOURS SUB-TOTALS | 16 | 32 | 80 | 254 | 110 | 10 | 502 | 19 | 4.42 | | |
| CONTRACT RATE PER HOUR | $283.22 | $249.76 | $173.91 | $117.81 | $112.20 | $89.76 | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $4,531.52 | $7,992.32 | $13,912.80 | $29,923.74 | $12,342.00 | $897.60 | $69,599.98 | | | | |
| | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | **$69,599.98** | | | $ 2,417.97 | |

| OTHER DIRECT EXPENSES | # OF UNITS | UNIT | COST/UNIT | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Mileage | | mile | | | | | $0.00 |
| Overnight mail - letter size | | each | | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | | $0.00 |
| | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | **$0.00** |

| SUMMARY | |
|---|---|
| | |
| TOTAL LABOR COSTS | $69,599.98 |
| OTHER DIRECT EXPENSES | $0.00 |
| **TOTAL** | **$69,599.98** |

# BRIDGE FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | DESIGN ENGINEER | CADD OPERATOR | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT | SUBTOTALS BY LINE ITEM | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | |
| DATA COLLECTION | 1 | 1 | 2 | | | 4 | NA | NA | NA | $ 985.00 | $ 985.00 |
| PROJECT MEETINGS | | 4 | | | | 4 | NA | NA | NA | $ 1,060.00 | $ 1,060.00 |
| PROJECT ADMINISTRATION | 2 | 8 | 4 | | | 14 | NA | NA | NA | $ 3,560.00 | $ 3,560.00 |
| **PRELIMINARY ENGINEERING** | | | | | | 0 | NA | NA | NA | $ - | $ - |
| ASSIST WITH PREPARATION OF PER | 2 | 8 | 8 | | 8 | 26 | NA | NA | NA | $ 5,280.00 | $ 5,280.00 |
| ASSIST WITH PER MEETING | | 1 | | 4 | | 5 | NA | NA | NA | $ 905.00 | $ 905.00 |
| **FINAL DESIGN** | | | | | | 0 | NA | NA | NA | $ - | $ - |
| PREPARATION OF STANDARDS | 2 | 29 | 26 | 29 | 44 | 130 | NA | NA | NA | $ 23,225.00 | $ 23,225.00 |
| **CONSTRUCTION PHASE SERVICES** | | | | | | 0 | NA | NA | NA | $ - | $ - |
| RESPOND TO RFIS | 2 | 6 | 6 | | | 14 | NA | NA | NA | $ 3,450.00 | $ 3,450.00 |
| ANSWER GENERAL QUESTIONS | 0 | 0 | 0 | | | 0 | NA | NA | NA | $ - | $ - |
| PROVIDE RECORD DRAWINGS | 2 | 2 | 2 | | | 6 | NA | NA | NA | $ 1,550.00 | $ 1,550.00 |
| | | | | | | | | | | | |
| HOURS SUB-TOTALS | 11 | 59 | 48 | 33 | 52 | 203 | | 0 | | | |
| CONTRACT RATE PER HOUR | $300.00 | $265.00 | $210.00 | $160.00 | $110.00 | | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $3,300.00 | $15,635.00 | $10,080.00 | $5,280.00 | $5,720.00 | $40,015.00 | | | | | |
| | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | **$40,015.00** | | | | $ 5,000.00 | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| Mileage | | mile | | | | $0.00 |
| Overnight mail - letter size | | each | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | $0.00 |
| | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | **$0.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $40,015.00 |
| OTHER DIRECT EXPENSES | $0.00 |
| **TOTAL** | **$40,015.00** |

## ENVIRONMENTAL FEE SCHEDULE

| TASK DESCRIPTION | PRINCIPAL | SENIOR PROJECT MANAGER | PROJECT MANAGER | SENIOR PROJECT ENGINEER | PRINCIPAL INVESTIGATOR ARCHEOLOGIST | PROJECT ENGINEER | JUNIOR BIOLOGIST | SENIOR BIOLOGIST | GIS STAFF | JUNIOR ARCHEOLOGIST | SENIOR TECHNICIAN | PROJECT ASSISTANT | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT | SUBTOTALS BY LINE ITE | SUBTOTALS BY TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL** | | | | | | | | | | | | | | | | | | | |
| PROJECT MANAGEMENT | 2 | 4 | 12 | | | | | | | | | | 8 | 26 | NA | NA | NA | $ 5,946.00 | $ 5,946.00 |
| **ENVIRONMENTAL ENGINEERING** | | | | | | | | | | | | | | 0 | NA | NA | NA | $ - | $ - |
| Task 1 - Natural Resources Desktop Review | | | | 2 | | 4 | 4 | 8 | 4 | | 4 | 1 | | 27 | NA | NA | NA | $ 3,868.21 | $ 3,868.21 |
| Task 2 - Cultural Resources Desktop Assessment/THC Project Review | | | | | 2 | | | 16 | 4 | 18 | | 1 | | 41 | NA | NA | NA | $ 4,977.01 | $ 4,977.01 |
| Task 3 - Hazardous Materials Initial Site Assesment | | | | 1 | | 4 | 1 | 2 | | | 1 | 1 | | 10 | NA | NA | NA | $ 1,551.21 | $ 1,551.21 |
| | | | | | | | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 2 | 4 | 12 | 3 | 2 | 8 | 5 | 26 | 8 | 18 | 5 | 3 | 8 | 104 | | 0 | | | |
| CONTRACT RATE PER HOUR | $405.00 | $294.00 | $230.00 | $273.74 | $241.40 | $176.72 | $121.28 | $130.52 | $144.38 | $97.02 | $106.26 | $82.01 | $150.00 | | | # OF SHEETS | | | |
| TOTAL LABOR COSTS | $810.00 | $1,176.00 | $2,760.00 | $821.22 | $482.80 | $1,413.76 | $606.40 | $3,393.52 | $1,155.04 | $1,746.36 | $531.30 | $246.03 | $1,200.00 | $16,342.43 | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | | | | | | **$16,342.43** | | | | $ - | |

| OTHER DIRECT EXPENSES | # OF UNITS | UNIT | COST/UNIT | |
|---|---|---|---|---|
| Mileage | | mile | | $0.00 |
| Overnight mail - letter size | | each | | $0.00 |
| Overnight mail - oversized box | | each | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | $0.00 |
| EDR Regulatory Database Radius Search Report | 1 | each | $460.00 | $460.00 |
| | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | **$460.00** |

| SUMMARY | |
|---|---|
| TOTAL LABOR COSTS | $16,342.43 |
| OTHER DIRECT EXPENSES | $460.00 |
| **TOTAL** | **$16,802.43** |

## GEOTECH FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT | ENGINEERING TECHNICIAN | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|
| **GEOTECH INVESTIGATION** | | | | | | | | |
| Coordinate Soil Bore Locations/Mark/Utility Call-ins | | | 24 | | | 24 | N/A | N/A |
| Field Personnel and Management During Drilling | 2 | | 2 | 24 | | 28 | N/A | N/A |
| Sample Classification, Laboratory Coordination and Boring Log Generation | | | 18 | | | 18 | N/A | N/A |
| Preliminary Geotechnocal Report with Bridge Reccomendations | 10 | 52.5 | 99 | | 10 | 171.5 | N/A | N/A |
| Final Geotechincal Report with Bridge Reccomendations | 2 | 5 | 8 | | | 15 | N/A | N/A |
| Prepare Boring Log Sheets, Stamp and Seal | | | | | | 0 | N/A | N/A |
| HOURS SUB-TOTALS | 14 | 58 | 151 | 24 | 10 | 257 | #REF! | |
| CONTRACT RATE PER HOUR | $266.00 | $218.00 | $176.00 | $83.00 | $75.00 | | | |
| TOTAL LABOR COSTS | $3,724.00 | $12,535.00 | $26,576.00 | $1,992.00 | $750.00 | $45,577.00 | | |
| % DISTRIBUTION OF STAFFING | 5.46% | 22.42% | 58.87% | 9.36% | 3.90% | | | |
| **SUBTOTAL FC 102 (110)** | | | | | | **$45,577.00** | | |

| **LABOR SUMMARY BY FUNCTION CODE** | SUPPORT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT SENIOR | GEOLOGIST JUNIOR | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|
| GEOTECH INVESTIGATION | 14 | 57.5 | 151 | 24 | 10 | 256.5 | $45,577.00 |
| **SUBTOTAL LABOR EXPENSES** | 14 | 57.5 | 151 | 24 | 10 | | $45,577.00 |

| **UNIT COSTS** | # OF UNITS | Test Code | COST/UNIT | UNIT | |
|---|---|---|---|---|---|
| Unconfined Compressive Strength (Soil) | 18 | ASTM D2166 | $54.00 | each | $972.00 |
| Unconfined Compressive Strength (Rock) | | ASTM D2938 | | each | $0.00 |
| Soil Boring/Rock Coring without TCP ( < 60 ft.) | 180 | N/A | $27.00 | LF | $4,860.00 |
| Soil Boring/Rock Coring without TCP ( > 60 ft.) | | N/A | | LF | $0.00 |
| Borehole Grouting - Bentonite Chips | 180 | N/A | $13.00 | LF | $2,340.00 |
| Determining Moisture Content in Soil Materials | 90 | Tex-103-E | $12.00 | each | $1,080.00 |
| Determining Liquid Limits of Soils | | Tex-104-E | | each | $0.00 |
| Determining Plastic Soil Limits | | Tex-105-E | | each | $0.00 |
| Calculating the Plasticity Index of Soils | 18 | Tex-106-E | $76.00 | each | $1,368.00 |
| Particle Size Analysis of Soils | 4 | Tex-110-E | $164.00 | each | $656.00 |
| Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve | 14 | Tex-111-E | $59.00 | each | $826.00 |
| Determining Sulfate Content in Soils - Colorimetric Method | | Tex-145-E | | each | $0.00 |
| **SUBTOTAL UNIT COSTS** | | | | | **$12,102.00** |

| **OTHER DIRECT EXPENSES** | # OF UNITS | | COST/UNIT | UNIT | |
|---|---|---|---|---|---|
| Mileage | 44 | HR | $13.000 | mile | $572.00 |
| Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site) | 1 | | $746.00 | mile | $746.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | 2 | | $1,320.00 | day | $2,640.00 |
| | 2 | ea | 565 | day | $1,130.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | **$5,088.00** |

| **SUMMARY** | |
|---|---|
| TOTAL COSTS FOR GEO ONLY | $45,577.00 |
| NON-SALARY (UNIT COSTS) FOR GEO ONLY | $12,102.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY | $5,088.00 |
| Report Production | $300.00 |
| **GRAND TOTAL** | **$62,767.00** |

## SURVEY FEE SCHEDULE

| ROW SURVEY - LABOR TASKS | PROJECT MANAGER | SURVEYOR RPLS SENIOR | SURVEYOR RPLS JUNIOR | SURVEY TECHNICIAN SIT | SURVEY TECHNICIAN | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|
| **RIGHT-OF-WAY SURVEY** | | | | | | | | | |
| ABSTRACTING / PLOT APPROXIMATELY 20 DEEDS / PREPARE OWNERSHIP MAP | 2 | 4 | 4 | 8 | 40 | 2 | 60 | N/A | N/A |
| LOCATE FRONT PROPERTY CORNERS / PREPARE APPARENT RIGHT-OF-WAY MAP | 2 | 6 | 6 | 24 | 30 | 2 | 70 | N/A | N/A |
| QA/QC / PROJECT UPDATE MEETINGS | 4 | 4 | 4 | 2 | | 2 | 16 | | |
| RESTAKE ROW - 3 SEPARATE RESTAKING VISITS | 3 | | | 6 | 3 | 2 | 14 | N/A | N/A |
| HOURS SUB-TOTALS | 11 | 14 | 14 | 40 | 73 | 8 | 160 | 0 | |
| CONTRACT RATE PER HOUR | $250.00 | $215.00 | $190.00 | $135.00 | $115.00 | $130.00 | | | |
| TOTAL LABOR COSTS | $2,750.00 | $3,010.00 | $2,660.00 | $5,400.00 | $8,395.00 | $1,040.00 | $23,255.00 | | |
| % DISTRIBUTION OF STAFFING | 6.88% | 8.75% | 8.75% | 25.00% | 45.63% | 5.00% | | | |
| **SUBTOTAL FC 145** | | | | | | | **$23,255.00** | | |

| DESIGN SURVEY - LABOR TASKS | SUPPORT MANAGER | SURVEYOR RPLS SENIOR | SURVEYOR RPLS JUNIOR | SURVEY TECHNICIAN SIT | SURVEY TECHNICIAN | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|
| **DESIGN SURVEY** | | | | | | | | | |
| ESTABLISH PROJECT CONTROL - TWO PAIRS OF CP / PROCESS SURVEY DATA | 2 | 2 | 2 | | 16 | 2 | 24 | N/A | N/A |
| PREPARE CONTROL DATA SHEETS FOR 4 MONUMENTS | 2 | 6 | 2 | 8 | 20 | 4 | 42 | 4 | |
| FIELD SURVEY OF EXISTING IMPROVEMENTS, DRAINAGE CROSS SECTIONS, CHI VERTS, UTILITIES | 1 | 4 | 2 | 10 | 20 | | 37 | N/A | N/A |
| IMP PINS, DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, CROSS SECTIONS | 1 | 4 | 2 | 20 | 20 | | 47 | N/A | N/A |
| PREPARE DGN, DTM AND TIN FILES IN ORD FORMAT | 2 | 2 | 2 | 20 | 20 | 2 | 48 | N/A | N/A |
| QA/QC / ADDRESS COMMENTS / FINAL DELIVERABLES | 2 | 2 | 2 | 4 | | 2 | 12 | N/A | N/A |
| HOURS SUB-TOTALS | 10 | 20 | 12 | 62 | 96 | 10 | 210 | 0 | |
| CONTRACT RATE PER HOUR | $250.00 | $215.00 | $190.00 | $135.00 | $115.00 | $130.00 | | | |
| TOTAL LABOR COSTS | $2,500.00 | $4,300.00 | $2,280.00 | $8,370.00 | $11,040.00 | $1,300.00 | $29,790.00 | | |
| % DISTRIBUTION OF STAFFING | 4.76% | 9.52% | 5.71% | 29.52% | 45.71% | 4.76% | | | |
| **SUBTOTAL FC 160 (150)** | | | | | | | $29,790.00 | | |

| LABOR SUMMARY BY FUNCTION CODE | SUPPORT MANAGER | SURVEYOR RPLS SENIOR | SURVEYOR RPLS JUNIOR | SURVEY TECHNICIAN SIT | SURVEY TECHNICIAN | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|---|
| RIGHT-OF-WAY SURVEY FC 130 (130) | 11 | 14 | 14 | 40 | 73 | 8 | 160 | $23,255.00 |
| DESIGN SURVEY | 10 | 20 | 12 | 62 | 96 | 10 | 210 | $29,790.00 |
| **SUBTOTAL LABOR EXPENSES** | 21 | 34 | 26 | 102 | 169 | 10 | | $53,045.00 |

| UNIT COSTS | # OF UNITS | Crew COST/UNIT | UNIT | | | | |
|---|---|---|---|---|---|---|---|
| ESTABLISH HORIZONTAL AND VERTICAL CONTROL (2-Person Crew) | 33 | $ 205.00 | HOUR | | | | $6,765.00 |
| FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS (2-Person Crew) | 60 | $ 205.00 | HOUR | | | | $12,300.00 |
| FIELD SURVEY - OBTAIN DESIGN SURVEY DATA (2-Person Crew) | 55 | $ 205.00 | HOUR | | | | $11,275.00 |
| FIELD SURVEY - RESTAKE ROW 3 TIMES (2-Person Crew) | 33 | $ 205.00 | HOUR | | | | $6,765.00 |
| ROW ACQUISITION PARCEL, METES & BOUNDS DESCRIPTION, PARCEL PLAT | 1 | $ 4,700.00 | EACH | | | | $4,700.00 |
| **SUBTOTAL UNIT COSTS** | 182 | | | | | | **$41,805.00** |

| OTHER DIRECT EXPENSES | # OF UNITS | COST/UNIT | UNIT | | | | |
|---|---|---|---|---|---|---|---|
| Mileage | 847 | $0.700 | mile | | | | $592.90 |
| Certified Letter Return Receipt | 1 | $9.64 | each | | | | $9.64 |
| Standard Postage | 2 | $0.73 | each | | | | $1.46 |
| Deed Copies | 80 | $3.00 | sheet | | | | $240.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | **$844.00** |

| SUMMARY | |
|---|---|
| TOTAL COSTS FOR SUR ONLY | $53,045.00 |
| NON-SALARY (UNIT COSTS) FOR SUR ONLY | $41,805.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY | $844.00 |
| **GRAND TOTAL** | $95,694.00 |

## SUE FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | QC MANAGER | ENGINEER IN TRAINING I | CADD OPERATOR SENIOR | CADD OPERATOR | SUE MANAGER | SUE FIELD MANAGER | UTILITIES COORDINATOR SENIOR | UTILITIES COORDINATOR | SURVEY TECH | RPLS | SENIOR CONTRACT SPECIALIST | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Utility Engineering** | | | | | | | | | | | | | | | |
| Utility Base Layout | 12 | 4 | 8 | 10 | 20 | 15 | 30 | | | 15 | 3 | 4 | 121 | N/A | N/A |
| Utility Kick Off Mtg & Field Review | 8 | 2 | 4 | | | | | | 8 | | | | 22 | N/A | N/A |
| Utility Conflict Matrix, CAD file and Contact List. (up to 3 iterations) | 12 | 4 | 12 | | | | | 12 | 24 | | | 8 | 72 | N/A | N/A |
| HOURS SUB-TOTALS | 32 | 10 | 24 | 10 | 20 | 15 | 30 | 12 | 32 | 15 | 3 | 12 | 215 | #REF! | |
| CONTRACT RATE PER HOUR | $255.00 | $315.00 | $130.00 | $135.00 | $115.00 | $165.00 | $135.00 | $215.00 | $170.00 | $110.00 | $190.00 | $130.00 | | | |
| TOTAL LABOR COSTS | $8,160.00 | $3,150.00 | $3,120.00 | $1,350.00 | $2,300.00 | $2,475.00 | $4,050.00 | $2,580.00 | $5,440.00 | $1,650.00 | $570.00 | $1,560.00 | $36,405.00 | | |
| % DISTRIBUTION OF STAFFING | 14.88% | 4.65% | 11.16% | 4.65% | 9.30% | 6.98% | 13.95% | 5.58% | 14.88% | 6.98% | 1.40% | 5.58% | | | |
| **SUBTOTAL FC 135 (135)** | | | | | | | | | | | | | **$36,405.00** | | |

| LABOR SUMMARY BY FUNCTION CODE | PROJECT MANAGER | ENGINEER SENIOR | ENGINEER IN TRAINING I | CADD OPERATOR SENIOR | CADD OPERATOR | SUE MANAGER | SUE FIELD MANAGER | UTILITIES COORDINATOR SENIOR | UTILITIES COORDINATOR | UTILITIES FIELD INSPECTOR SENIOR | UTILITIES FIELD INSPECTOR | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Utility Engineering | 32 | 10 | 24 | 10 | 20 | 15 | 30 | 12 | 32 | 15 | 3 | 12 | 215 | $36,405.00 |
| **SUBTOTAL LABOR EXPENSES** | 32 | 10 | 24 | 10 | 20 | 15 | 30 | 12 | 32 | 15 | 3 | 12 | | $36,405.00 |

| UNIT COSTS | # OF UNITS | COST/UNIT | UNIT | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SUE Mobilization/Demobilization | 60 | $5.50 | mile | | | | | | | | | $330.00 |
| SUE (Quality Level D) | | $0.75 | LF | | | | | | | | | $0.00 |
| SUE (Quality Level C) | | $1.50 | LF | | | | | | | | | $0.00 |
| SUE (Quality Level B - Utility Designation) | | $2.00 | LF | | | | | | | | | $0.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft | 2 | $1,400.00 | each | | | | | | | | | $2,800.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft | 2 | $1,700.00 | each | | | | | | | | | $3,400.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft | 1 | $1,950.00 | each | | | | | | | | | $1,950.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft | 1 | $2,500.00 | each | | | | | | | | | $2,500.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft | | $4,000.00 | FT | | | | | | | | | $0.00 |
| One (1) Designating Person with equipment | 30 | $125.00 | hour | | | | | | | | | $3,750.00 |
| Two (2) Designating Person with equipment | 60 | $250.00 | hour | | | | | | | | | $15,000.00 |
| Two (2) Person Survey Crew with equipment | 30 | $200.00 | hour | | | | | | | | | $6,000.00 |
| Two (2) Person Vacuum Excavation with equipment | | $350.00 | hour | | | | | | | | | $0.00 |
| Coring and repairing the pavement includes labor, equipment, and materials | | $400.00 | each | | | | | | | | | $0.00 |
| **SUBTOTAL UNIT COSTS** | | | | | | | | | | | | **$35,730.00** |

| OTHER DIRECT EXPENSES | # OF UNITS | COST/UNIT | UNIT | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mileage | | | mile | | | | | | | | | $0.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | 2 | $2,750.00 | day | | | | | | | | | $5,500.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | | | | **$5,500.00** |

| SUMMARY | |
|---|---|
| TOTAL COSTS FOR SUE ONLY | $36,405.00 |
| NON-SALARY (UNIT COSTS) FOR SUE ONLY | $35,730.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY | $5,500.00 |
| **GRAND TOTAL** | $77,635.00 |

**APPENDIX A-2**
**Scope of Services (Hourly)**

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

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

Volkert, Inc.

| Job Classification | Maximum Raw Salary Rate |
|---|---|
| Principal | $135.00 |
| Senior Project Manager | $108.33 |
| Deputy Project Manager | $94.41 |
| Support Manager | $98.00 |
| Quality Manager | $105.00 |
| Senior Project Engineer | $83.25 |
| Project Engineer | $57.97 |
| Design Engineer | $48.62 |
| Senior Traffic Engineer | $88.33 |
| Traffic Engineer | $63.33 |
| Senior Structural Engineer | $93.75 |
| Structural Engineer | $76.92 |
| Senior Electrical Engineer | $75.00 |
| Electrical Engineer | $61.67 |
| Engineer-In-Training II | $46.67 |
| Engineer-In-Training I | $39.27 |
| Senior CADD Technician | $41.33 |
| CADD Technician | $37.40 |
| Junior CADD Technician | $31.33 |
| Senior Engineering Technician | $42.07 |
| Engineering Technician | $35.53 |
| Junior Engineering Technician | $32.00 |
| GIS Specialist | $48.00 |
| GIS Technician | $38.00 |
| Survey Project Manager (TX RPLS) | $83.33 |
| Project Manager (TX RPLS) | $71.67 |
| Surveyor Junior (TX RPLS) | $63.33 |
| Survey Technician (SIT) | $45.00 |
| Survey Technician | $38.33 |
| 1-Person Survey Crew | $48.33 |
| 2-Person Survey Crew | $68.33 |
| 3-Person Survey Crew | $88.33 |
| SUE Project Manager | $85.00 |
| SUE Senior Engineer | $80.00 |
| SUE Engineer-In-Training | $45.00 |
| SUE Engineering Technician | $42.00 |
| One (1) Designating Person with Equipment | $41.67 |
| Two (2) Designating persons with Equipment | $83.33 |
| Two (2) Person Vacuum Excavation with Equipment | $116.67 |

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

| | |
|---|---|
| Principal Investigator Archeologist | $80.47 |
| Junior Biologist | $43.51 |
| Junior Archeologist | $32.34 |
| Admin / Clerical | $43.33 |

# Appendix C
# Insurance

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

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

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

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

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

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

# ENGINEERING SERVICES AGREEMENT

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

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

W I T N E S S E T H:

**WHEREAS**, the County proposes to hire the Engineer to perform design services to reconstruct Morrison Road from approximately FM 362 to Pattison Road in Waller County, Texas, hereinafter called the "Project;"

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

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

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

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

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

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

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the Engineer

under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

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

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$1,549,642.00** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$100,336.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

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

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

b. It is understood and agreed that monthly payments will be made to the Engineer by the

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

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

c. It is expressly understood and agreed that the County has available the total maximum sum of **$1,649,978.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

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

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

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

7. Delays and Damages

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

8. Inspection of the Engineer's Books and Records

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

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

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

11. Conferences

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

12. Appearance as Witness

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

13. Compliance with Laws

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

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

14. Insurance

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

15. Indemnification

**TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.**

16. Delivery of Notices, Etc.

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

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Glenn D. Graham, KCI Technologies, INC., 3 Riverway Dr # 1500, Houston, TX 77056, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

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

18. The County's Acts

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

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

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

21. Controlling Law, Venue

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

22. Successors and Assigns

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

23. Independent Engineer

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

24. Certificate of Interested Parties (Form 1295)

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

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

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

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in section 809.001 of the Texas Government Code.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

| COUNTY: | ENGINEER: |
|---|---|
| WALLER COUNTY | KCI Technologies, INC. |
| _____ | _____ |
| Carbett "Trey" J. Duhon III, County Judge | Glenn D. Graham |
| _____ | _____ |
| Date | Date |

ATTEST:

_____
Debbie Hollan, County Clerk

Approved:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $1,649,978.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

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

KCI
ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
3 Riverway Drive, Suite 1500 • Houston, Texas 77056 • Phone 713-237-9800 • Fax 713-237-9801

**ATTACHMENT A**

**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

# Scope of Services to Perform Design and Prepare Plans, Specifications, and Estimate, and Provide Construction Phase Engineering Services

## Morrison Road - From FM 362 to Pattison Road
## Waller County

### General Scope of Project

The work to be performed by the Engineer under this contract consists of providing preliminary and final design services for the project, coordination with County, and preparation of construction documents containing plans, specifications and details pertaining to paving, grading, drainage, storm sewers, storm water pollution prevention, pavement markings, sequence of construction and traffic control plans, construction cost estimate and time of construction estimate. Topographic survey and ROW documents, Geotechnical engineering services, Subsurface Utility Engineering, bridge design and environmental services will be provided by Engineer's sub-consultants.

The project involves the proposed widening from two lane undivided roadway to four lane boulevard of Morrison Road from FM 362 to Pattison Road. The total length is approximately 3.0 miles.

### Types of Service

The engineering services to be performed by the Engineer are those services which are necessary for the preparation of designs, construction plans, specifications, and other items of work related thereto, all of which are hereinafter referred to as the "Design Phase Services." Engineering services to be performed also include Construction Phase Engineering Services. These services will include, but are not limited to the general type and classifications listed in the following:

**I. Project Management**

A. Develop and Maintain

1. Project Schedules
2. Budgets
3. Monthly Progress Reports and Invoices

B. Meet with the County staff on a regular basis to review project progress.

C. Coordinate and review the work produced to comply with County policies and procedures, and to deliver that work on time. Comply with all applicable laws, ordinances and codes of the State and local governments.

D. Field Reconnaissance. Travel to the project to inspect features along and adjacent to the roadway to assist in making decisions concerning roadway design, drainage design, sequence of construction, and ROW acquisition.

E. Develop and implement Quality Control and Quality Assurance program.

F. Coordinate identification of utility conflicts and monitor relocation status. Utilities include but are not limited to AT&T, Comcast, CPE Gas, CPE Power, and Petroleum Pipeline Companies.

G. Prepare utility conflict table for the project.

## II. Preliminary Engineering (30%)

The Preliminary Engineering shall include the preparation and approval of reports necessary to support the recommendations and design of the roadway, drainage system, detention, and all appurtenances included, but not limited to, Environmental Study, Survey, Right-of-Way (ROW) mapping, Geotechnical Investigations, and Drainage Studies.

As a result of the study, a Preliminary Engineering Report (PER) will be generated. The PER shall serve as a summary document that incorporates necessary recommendations from the supporting investigative reports, results from the working meetings with Waller County, as well as approvals and final recommendations from the project team's efforts. The document will serve as the outline and framework for the design phase, addressing the major design issues and concerns that affect the roadway drainage design and supporting infrastructure.

The preliminary design goals consist of the following points:

1. Establish a typical cross section and cross sections in non-standard areas
2. Perform a detailed field survey for the detailed design phase.
3. Perform detailed SUE QL A-D for the detailed design phase.
4. Perform geotechnical evaluation for pavement or structural design in the final design phase.
5. Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.
6. Present a schematic roll plot for each alternative with horizontal and vertical alignments.
7. Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).
8. Evaluate ROW requirements for roadway based on preliminary cross sections.
9. Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
10. Perform a Drainage Analysis in the preliminary design stage to include the following:
    a. Identify the ultimate project outfalls
    b. Define drainage boundaries for the project
    c. Size crossing using HEC-RAS and/or HY-8
    d. Provide existing vs proposed flows. If existing road has inlets (curb and gutter), analyze existing street ponding.
11. Provide Drainage Report.

12. Provide updated construction cost estimates based on the preliminary design.
13. Provide Preliminary Engineering Report (PER, draft and final).
14. Attend PER meeting at Waller County facility.
15. Provide M&Bs for ROW taking after design is finalized at PER meeting.

**Deliverables**

A. Preliminary Horizontal Alignment Determination
B. Preliminary Potential Proposed Right-of-Way
C. Schematic Plan View Rollplot
D. Preliminary Typical Sections
E. Preliminary Utility Conflict Table
F. Preliminary Drainage Study
G. Preliminary Traffic Control Plan
H. Geotechnical Investigation
I. Environmental Investigation
J. Quantity Take-Off and Preliminary Cost Estimate

## III. Final Design (70%, 95%, 100%)

### A. Roadway Design

The purpose of this task is to prepare the final roadway design and develop a plan using CADD standard, in accordance with the latest Waller County design standards, specifications, and bid items.

The following describes the work to be performed:

1. Data Collection and Field Reconnaissance
2. Verification of Topographic Features
3. Proposed Roadway Design for Ultimate Conditions as determined during the Preliminary Design Phase
4. TxDOT Street Tie-In Review and Permitting
5. Utility Conflict Table
6. Utility Conflict Exhibits

The final roadway plans will include the following sheets:

- Cover
- Index
- General Notes
- Project Layout
- Existing Typical Sections
- Proposed Typical Sections
- Removal Layout
- Horizontal Alignment Data
- Survey Control Index

- Survey Control Horizontal and Vertical Controls
- Roadway/Drainage Plan and Profile
- Driveway Table/Details
- Signing and Pavement Markings
- Drainage Area Maps/Calculations
- Earthwork Cross Sections
- Standard Details/TxDOT Details

**B. Traffic Control**

Traffic Control and Sequencing Plans will be designed in accordance with the Texas Manual on Uniform Traffic Control Devices. The project will be designed for the ultimate four lane boulevard, but the traffic control and sequencing will account for the possibility of constructing half the boulevard today and having the ultimate cross section of the boulevard constructed later. The plans will include:

1. Overall Phasing
2. Advance Warning Signs
3. Narrative
4. Phasing Details (showing the various construction sequences with barricades, signing, pavement markings, temporary drainage, and any other devices used for traffic control)

**C. Drainage Design**

1. Storm Drains – Curb and Gutter Storm Sewer System shall be designed using Bentley OpenRoads Designer. Facility shall be designed to accommodate design year reflected in Drainage Report (10 year recommended).
2. Temporary Drainage Facilities – KCI shall develop temporary drainage design to ensure acceptable serviceability during phased construction. Temporary drainage shall be referenced into TCP sheets.
3. Plans, Specifications and Estimates (PS&E) Development for Hydraulics - Prepare the PS&E package in accordance with the applicable requirements of the County. If no requirement is in place for any component of the PS&E, KCI shall utilize applicable TxDOT specifications, standards, and manuals. Include the following sheets and documents:

    a. Hydrologic Data Sheets
    b. Hydraulic Data Sheets
    c. Drainage Plan and Profile Sheets (Hor. 1” = 50’, Vert. 1” 10”)
    d. Identify areas requiring trench protection, excavation, shoring and de-watering.
    e. Prepare drainage area maps.
    f. Select any necessary standard details from County and/or TxDOT list of standards for items such as inlets, manholes, junction boxes and end treatments, as applicable.
    g. Prepare details for non-standard inlets, manholes and junction boxes.
    h. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures
    i. Identify pipe strength requirements
    j. Prepare drainage facility quantity summaries
    k. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
    l. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.

m. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
n. Prepare Hydraulic Data Sheets for any bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.

**D. Topographic Survey and ROW Mapping**

1. Survey Control

   a. Horizontal and Vertical Survey Control shall be referenced to the nearest Waller County Survey Control Monument, or NGS if no County Monuments are established.
   b. Survey Control Points will be established at 1,000-foot maximum intervals and tied to the Calculated Project Alignment.
   c. Deliverable will be Signed and Sealed Survey Control Maps (22”x34”, 11”x17”) per Waller County standards with Detail Sketches in PDF format and CAD Files.

2. Existing Right of Way Mapping (Cat. 1B, Cond. 3)

   a. Perform abstract survey; obtain deeds of record, and plats for the right-of-way, streets intersecting and tracts of land adjoining the project limits.
   b. Establish the existing right-of-way and boundary lines adjoining the project limits.
   c. Deliverable will be Signed and Sealed existing Right-of-Way Map Sheets (22”x34”, 11”x17”) in PDF format per Waller County standards and CAD Files.

3. Topographic Surveying (Cat. 6, Cond. 1)

   The Surveyor will provide the following within the surveying limits described above:

   a. For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the Proposed right-of-way. Topographic Survey will include the following: Identify locations and elevations of physical features to include edges or curbs and gutters of pavement, parking lanes, center of the median, fences, walls, tree-lines (individual tree locations is not included), sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, elevations at ditch banks, toe, flow line, and side slope, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and marked by “One Call” within the project limits. The rim (top) and flow line elevations will be obtained on inlets, manholes (sanitary and storm), and drainage structures, including culverts, SETs, etc. The rise, width, flowlines, etc. of the drainage elements will be obtained where accessible. Research and preparation of right-of-entry letters. Letters will include name and contact info for each consultant on the project.
   b. Prepare existing Signed and Sealed Topographic Survey Map Sheets (22”x34”, 11”x17”) of the Project to be delivered in PDF per Waller County standards and CAD Files.

4. Control and Right-of-Way Staking

   a. Recover or re-establish project control referenced to the project baseline for construction.
   b. Stake the right-of-way with wooden stakes at PC’s, PT’s, and 100’-200’ intervals along the project limits.
   c. Control and ROW Staking is estimated to happen 3 separate times (for beginning of construction, during or right after construction, and one additional for as needed purposes).

5. Parcel Surveys (estimate 50 parcels)
    a. Prepare metes and bounds descriptions and parcel plats in accordance with Waller County guidelines for property acquisition and add parcels to the existing right-of-way maps.
    b. Cost includes initial (one time) staking of parcel corners. Recovering or Restaking parcels due to construction or reconfiguration will incur separate charges.

6. Soil Boring Locations
    a. Field Locate Soil Borings performed by others.
    b. Soil Borings will be added to existing CAD files and PDF deliverables.
    c. Bore Hole Field Locating assumes that all Bore Holes are complete and can be located in the field in one trip. Requests to locate Bore Holes in phases or sections will incur separate charges.

7. Level “A” and “B” SUE (If Applicable)
    a. Locate SUE marks performed by others.
    b. SUE Locating will be added to existing CAD files and PDF deliverables.
    c. Estimate for Level "A" and "B" SUE Locating assumes one trip to locate Level "A" marks and two trips to locate Level "B" marks. Coordination with SUE Consultant may be necessary to verify estimated trips for locating.
    d. SUE research and designation to be performed by others. Survey Estimate is to locate marks performed by others only.

**E. Subsurface Utility Engineering**

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level ‘B’ through ‘D’ Utility Information & Designation – The Engineer will provide utility information, up to QL-“B”, along Morrison Rd from FM 362 to Pattison Rd, Approximately 3.0 Mi.
2. Quality Level A Utility Test Hole – The Engineer will excavate by air-vacuum or other minimally invasive methods **up to Six (6) test holes** on existing utilities along Morrison Rd from FM 362 to Pattison Rd at locations to be determined. This work includes:
    a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
    b. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
    c. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.
    d. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

**F. Geotechnical Engineering Services**

The Engineer proposes that the scope of work for the geotechnical investigation be as follows:

1. Core/drill and sample a total of 32 geotechnical borings (each boring 500-ft spacing) within the area of the proposed development. The depth and number of borings were determined based on the Waller County Engineering Design Manual. The depth for all 32 borings will be 10 feet.
2. Obtain both disturbed and undisturbed samples continuously to a depth of 10 feet.
3. Measure groundwater levels in the borings during drilling and within approximately 24 hours after the completion of drilling.
4. Backfill the borings with soil cutting after drilling. Mark the borings with spray marking/ stakes that extend at least 3 feet above the ground surface, tie survey flagging near the top of the stakes, and label the stakes with the boring number. After the completion of our field activities, the client will be notified for surveying of the boring locations.
5. Perform laboratory tests to classify and determine the engineering properties of the subsurface Soil classifications will be performed in strict accordance with ASTM D 2487.
6. Characterize the site subsoil and groundwater conditions and provide the results on the “gINT” boring logs.
7. Perform engineering analyses to develop geotechnical recommendations including final concrete pavement recommendations (which will include pavement layer thickness) including subgrade stabilization requirements.
8. Conduct a desktop geological fault study, which may include reviewing existing fault maps along the project alignment or at the specific project site that could impact the project design.
9. Submit a pdf file of a report which presents the results of the geotechnical investigation.

**G. Bridge Design**

This scope of work (SOW) is limited to those items associated with the potential bridging and/or structural pipe protection system(s) design intended to protect existing “buried” Oil & Gas pipeline crossing(s) along Morrison Road for the project limits.

1. Coordinate with SUE subconsultant, geotechnical subconsultant and Prime (KCI) on the research, assessment, and selection of bridging and/or pipe protection system (if need) for two crossing locations.
2. Provide engineering plans/sheets, and technical specifications for placement of the bridging and/or proposed pipe protection system at two locations along Morrison Rd: Including the engineer’s estimate cost and specifications.

**H. Environmental Design**

1. The Desktop Environmental Review will be performed for the purposes of providing a limited review of conditions at the site and surrounding properties. The client is advised that this Desktop Environmental Review will not satisfy the requirements to qualify for landowner liability protections. The Desktop Environmental Review scope of work includes the following:
    a. Historical records review
    b. Regulatory records review
    c. Summary letter of findings and conclusions

2. Waters of the United States (WOTUS) Desktop Assessment

This scope item aims to assist the client in maintaining compliance with Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act. The results may determine the necessary level of United States Army Corps of Engineers (USACE) permitting and/or coordination. To achieve this, the Engineer will perform subtasks including a desktop review and report preparation.

3. Cultural Resources Desktop Assessment

   The Engineer will prepare a cultural resources desktop assessment that contains information about the presence or probability of cultural resources within a one-mile search radius of the project site to assist the client in evaluating and complying with the ACT. This assessment will include the review of the Texas Archeological Sites Atlas restricted-access database, the National Register of Historic Places (NRHP) database, and the Texas Department of Transportation (TxDOT) Houston District PALM datasets, that assess the likelihood for buried precontact archeological sites in certain areas of Texas, as well as sources representing soils and geology mapped within the project site.

**I. Miscellaneous Roadway**

1. Prepare storm water pollution prevention plans (SW3P) (1" = 80' double bank) showing temporary control measures during each phase of construction. Prepare NOI and SWMP forms/sheets.
   a. Include demolition plans, showing existing structures and pavement to be removed along the project corridor, which will require removal or relocation due to the proposed improvements.
   b. Earthwork Cross-Sections (1" = 80' H, 1" = 20' V) showing existing and proposed roadway sections will be prepared every 100' for the proposed roadway. The cross-sections will be generated from vertical topographic information
   c. Compute and tabulate construction quantities and prepare estimate. Estimates will be prepared and submitted with each review submittal at Preliminary Design, 60%, 90% and Final.

**IV. Bid Phase**

A. Prepare project manual to include Notice to Bidders, Instruction and Information to Bidders, Bid Proposal Form, Standard Form of Agreement, Bond Forms, General Conditions, Special Conditions if any, Technical Specifications and Construction Plans, in accordance with County standards.

B. Attend pre-bid meeting.

C. Answer Contractor questions and prepare any required addenda.

D. Attend bid opening, tabulate, analyze and review bids for completeness and accuracy.

E. Provide review on Contractors references.

F. Provide bid tabulation and recommendation of award letter.

**V. Construction Phase**

A. Provide hard copy sets and pdf's for construction drawings, project manual, and posted addenda for construction. (County to confirm # of ½ size and full size sets prior to printing).

B. Attend pre-construction meeting.

C. Review and approve shop drawings, answer RFIs, prepare Change Order Requests (including revisions to plan sheets and specifications) as required.

D. Make periodic visits to the site to observe the progress and quality of the work if required.

E. Revise contract drawings to show the work as actually constructed (based on contractor mark ups), and furnish the County with “record drawings” plans, pdf CDs, and GIS format.

| WORK TASK | DESCRIPTION | FEE |
|---|---|---|
| | **DESIGN PLANS** | |
| 1 | ROADWAY DESIGN | $ 530,510.00 |
| 2 | DRAINAGE DESIGN | $ 399,824.00 |
| 3 | BRIDGE DESIGN (IMS) | $ 51,247.00 |
| 4 | SUBSURFACE UTILITY ENGINEERING (TNP) | $ 85,483.88 |
| 5 | SURVEY AND MAPPING (WEISSER) | $ 433,200.00 |
| 6 | GEOTECHNICAL (HTS) | $ 32,462.00 |
| 7 | ENVIRONMENTAL (TERRACON) | $ 16,915.00 |
| | **Total** | **$ 1,549,642** |
| | **ADDITIONAL SERVICES** | |
| | CONSTRUCTION PHASE SERVICES (HOURLY) | $ 100,336.00 |
| | **Total Additional Services** | **$ 100,336** |
| | **TOTAL** | **$ 1,649,978** |

## ROADWAY DESIGN FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | PROJECT ENGINEER | EIT | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | |
| DATA COLLECTION | 6 | | 20 | 20 | | | | 46 | NA | NA | NA |
| PROJECT MEETINGS | 40 | | 40 | | | | | 80 | NA | NA | NA |
| TXDOT PERMIT | 16 | | 140 | | | | | 156 | NA | NA | NA |
| COORDINATION WITH LOCAL AGENCIES | 12 | | 24 | | | | | 36 | NA | NA | NA |
| PROJECT ADMINISTRATION | 24 | | 24 | | | | | 48 | NA | NA | NA |
| **PRELIMINARY ENGINEERING** | | | | | | | | 0 | NA | NA | NA |
| FIELD SURVEYING | 8 | | 8 | | | | | 16 | NA | NA | NA |
| SUE COORDINATION | 8 | | 8 | | | | | 16 | NA | NA | NA |
| GEOTECH COORDINATION | 8 | | 18 | | | | | 26 | NA | NA | NA |
| ENVIRONMENTAL CONTRAINTS EVALUATION | 20 | | 30 | | | | | 50 | NA | NA | NA |
| PREPARE SCHEMATIC ROLL PLOT | 27 | | 66 | 50 | | 45 | | 188 | NA | NA | NA |
| EVALUATE ROW REQUIREMENTS | 10 | | 32 | 28 | | 9 | | 79 | NA | NA | NA |
| UTILITY COORDINATION | 40 | | 40 | | | | | 80 | NA | NA | NA |
| CONSTRUCTION COST ESTIMATES | 4 | | 14 | | | | | 18 | NA | NA | NA |
| PREPARATION OF PER | 9 | | 48 | | | | | 57 | NA | NA | NA |
| PER MEETING | 4 | | 4 | | | | | 8 | NA | NA | NA |
| PREPARATION OF M&B FOR ROW | 8 | | 20 | | | | | 28 | NA | NA | NA |
| **FINAL DESIGN** | | | | | | | | 0 | NA | NA | NA |
| TITLE SHEET | 2 | | 4 | 4 | | 4 | | 14 | SHT | 1 | 14 |
| INDEX SHEET | 2 | | 2 | 2 | | 4 | | 10 | SHT | 1 | 10 |
| GENERAL NOTES | 2 | | 4 | 2 | | | | 8 | SHT | 1 | 8 |
| HORIZONTAL ALIGNMENT DATA | 2 | | 2 | 2 | | 4 | | 10 | SHT | 1 | 10 |
| EXISTING TYPICAL SECTIONS | 3 | | 8 | 4 | | 8 | | 23 | SHT | 1 | 23 |
| PROPOSED TYPICAL SECTIONS | 8 | | 12 | 12 | | 40 | | 72 | SHT | 2 | 36 |
| ROADWAY PLAN & PROFILE SHEETS (50 SCALE) | 80 | | 300 | | | 700 | | 1080 | SHT | 32 | 34 |
| ROADWAY DETAILS | 3 | | 24 | 40 | | | | 67 | SHT | 2 | 34 |
| EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50') | 12 | | 80 | 80 | | 120 | | 292 | SHT | 40 | 7 |
| SIGNING AND STRIPING LAYOUTS (50 SCALE) | 8 | | 20 | 20 | | 40 | | 88 | SHT | 16 | 6 |
| TCP LAYOUTS (50 SCALE DOUBLE BANK) | 62 | | 224 | 140 | | 224 | | 650 | SHT | 25 | 26 |
| SW3P LAYOUTS (50 SCALE DOUBLE BANK) | 5 | | 32 | 40 | | 60 | | 137 | SHT | 16 | 9 |
| MISCELLENAEOUS DETAILS | 3 | | 10 | 9 | | 18 | | 40 | SHT | 2 | 20 |
| PREPARATION OF STANDARDS | 3 | | 20 | 40 | | | | 63 | SHT | 30 | 2 |
| DETAILED CONSTRUCTION COST ESTIMATE | 6 | | 40 | 40 | | | | 86 | SHT | NA | NA |
| PRODUCE PROJECT MANUAL | 8 | | 40 | | | | | 48 | SHT | NA | NA |
| | | | | | | | | | | | |
| HOURS SUB-TOTALS | 453 | 0 | 1,358 | 533 | 0 | 1,276 | 0 | 3,620 | | 170 | |
| CONTRACT RATE PER HOUR | $307.00 | $208.00 | $130.00 | $163.00 | $100.00 | $100.00 | $95.00 | | | # OF SHEETS | |
| TOTAL LABOR COSTS | $139,071.00 | $0.00 | $176,540.00 | $86,879.00 | $0.00 | $127,600.00 | $0.00 | $530,090.00 | | | |
| | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | **$530,090.00** | | | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Mileage | 600 | mile | $0.700 | | | | | | | $420.00 |
| Overnight mail - letter size | | each | | | | | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | | | | | $0.00 |
| | | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | | **$420.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $530,090.00 |
| OTHER DIRECT EXPENSES | $420.00 |
| **TOTAL** | **$530,510.00** |

# DRAINAGE DESIGN FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | DESIGN ENGINEER | EIT | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | | | |
| DATA COLLECTION | 8 | 8 | 8 | 8 | 8 | 16 | | 16 | | 72 | NA | NA | NA |
| PROJECT MEETINGS | 12 | | 12 | | | | | | | 24 | NA | NA | NA |
| COORDINATION WITH LOCAL AGENCIES | 16 | | 8 | | | | | | | 24 | NA | NA | NA |
| **PRELIMINARY ENGINEERING** | | | | | | | | | | 0 | NA | NA | NA |
| DRAINAGE ANALYSIS | 8 | 24 | 20 | 40 | 40 | 32 | | 32 | | 196 | NA | NA | NA |
| DRAINAGE REPORT | 20 | 24 | 24 | 44 | 40 | 24 | | 24 | | 200 | NA | NA | NA |
| ASSIST IN CONSTRUCTION COST ESTIMATES | 4 | | | 8 | 12 | 8 | | | | 32 | NA | NA | NA |
| ASSIST WITH PREPARATION OF PER | 4 | | | 8 | 8 | | | | | 20 | NA | NA | NA |
| ASSIST WITH PER MEETING | 4 | | | | 4 | | | | | 8 | NA | NA | NA |
| **FINAL DESIGN** | | | | | | | | | | 0 | NA | NA | NA |
| STORM SEWER PLAN AND PROFILES (50 SCALE) | 40 | 80 | 100 | 160 | 128 | 128 | | 200 | | 836 | NA | 27 | 31 |
| CULVERT LAYOUT SHEETS | 6 | 28 | 26 | 28 | 16 | 24 | | 32 | | 160 | NA | 4 | 40 |
| DRAINAGE DETAILS | 6 | 4 | 4 | 12 | 12 | 12 | | 18 | | 68 | NA | 2 | 34 |
| DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK) | 20 | 54 | 80 | 120 | 80 | 88 | | 130 | | 572 | NA | 14 | 41 |
| MISCELLENAEOUS DETAILS | 4 | | 2 | 16 | 16 | | | | | 38 | NA | NA | NA |
| PREPARATION OF STANDARDS | | | | | | 8 | | 8 | | 16 | NA | NA | NA |
| ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE | 4 | 4 | 8 | 16 | 20 | | | | | 52 | NA | NA | NA |
| ASSIST WITH PRODUCTION OF PROJECT MANUAL | 4 | 2 | 4 | 8 | 16 | | | | | 34 | NA | NA | NA |
| | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 160 | 228 | 296 | 468 | 400 | 340 | 0 | 460 | 0 | 2,352 | | 47 | |
| CONTRACT RATE PER HOUR | $375.00 | $307.00 | $208.00 | $130.00 | $115.00 | $163.00 | $100.00 | $100.00 | $95.00 | | | # OF SHEETS | |
| TOTAL LABOR COSTS | $60,000.00 | $69,996.00 | $61,568.00 | $60,840.00 | $46,000.00 | $55,420.00 | $0.00 | $46,000.00 | $0.00 | $399,824.00 | | | |
| | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | | **$399,824.00** | | | |

| OTHER DIRECT EXPENSES | # OF UNITS | UNIT | COST/UNIT | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Mileage | | mile | | | | | | | | $0.00 |
| Overnight mail - letter size | | each | | | | | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | | | | | $0.00 |
| | | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | | **$0.00** |

| SUMMARY | |
|---|---|
| | |
| TOTAL LABOR COSTS | $399,824.00 |
| OTHER DIRECT EXPENSES | $0.00 |
| **TOTAL** | **$399,824.00** |

# BRIDGE DESIGN FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | DESIGN ENGINEER | EIT | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | | | |
| DATA COLLECTION | | 1 | | 4 | 16 | | | | | 21 | NA | NA | NA |
| PROJECT MEETINGS (Assume 4 - 1hr Teams Meetings life of project) | | 4 | | | 4 | | | | | 8 | NA | NA | NA |
| PROJECT ADMINISTRATION | | | | | | | | | 8 | 8 | NA | NA | NA |
| **PRELIMINARY ENGINEERING** | 4 | | | | | | | | | 4 | NA | NA | NA |
| GEOTECH COORDINATION | | 1 | | | 2 | | | | | 3 | NA | NA | NA |
| ASSIST IN CONSTRUCTION COST ESTIMATES | | 1 | | | 2 | | | | | 3 | NA | NA | NA |
| ASSIST WITH PREPARATION OF PER | | 1 | | | 8 | | | | | 9 | NA | NA | NA |
| ASSIST WITH PER MEETING | | | | | | | | | | 0 | NA | NA | NA |
| **FINAL DESIGN** | 4 | | | | | | | | | 4 | NA | NA | NA |
| ROADWAY DETAILS | | | | | | | | | | 0 | NA | NA | NA |
| PIPELINE STRUCTURAL DETAILS | | 1 | | 4 | 50 | | | 64 | | 119 | NA | NA | NA |
| MISCELLENAEOUS DETAILS | | 1 | | 4 | 13 | | | 28 | | 46 | NA | NA | NA |
| PREPARATION OF STANDARDS | | | | 3 | 8 | | | 8 | | 19 | NA | NA | NA |
| ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE | | 1 | | 2 | 10 | | | | | 13 | NA | NA | NA |
| ASSIST WITH PRODUCTION OF PROJECT MANUAL | | 1 | | 3 | 9 | | | | | 13 | NA | NA | NA |
| **CONSTRUCTION PHASE SERVICES** | 4 | | | | | | | | | 4 | NA | NA | NA |
| RESPOND TO QUESTIONS | | 1 | | | 4 | | | | | 5 | NA | NA | NA |
| ATTEND FIELD MEETINGS AND SITE VISITS (2 visits only) | | **1** | | | **8** | | | | | 9 | NA | NA | NA |
| PREPARATION OF CHANGE ORDERS | | 1 | | 4 | 8 | | | | | 13 | NA | NA | NA |
| REVIEW AND APPROVE SHOP DRAWINGS | | 1 | | | 4 | | | | | 5 | NA | NA | NA |
| REVIEW AND APPROVE FORMING DETAILS | | 1 | | | 4 | | | | | 5 | NA | NA | NA |
| RESPOND TO RFIS | | 1 | | | 4 | | | | | 5 | NA | NA | NA |
| ANSWER GENERAL QUESTIONS | | 1 | | | 2 | | | | | 3 | NA | NA | NA |
| PROVIDE RECORD DRAWINGS | | 1 | | | 4 | | | | | 5 | NA | NA | NA |
| | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 12 | 20 | 0 | 24 | 160 | 0 | 0 | 100 | 8 | 324 | | 0 | |
| CONTRACT RATE PER HOUR | $285.00 | $270.00 | $210.00 | $180.00 | $135.00 | $150.00 | $120.00 | $150.00 | $114.00 | | | # OF SHEETS | |
| TOTAL LABOR COSTS | $3,420.00 | $5,400.00 | $0.00 | $4,320.00 | $21,600.00 | $0.00 | $0.00 | $15,000.00 | $912.00 | $50,652.00 | | | |
| | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | | **$50,652.00** | | | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Mileage | 600 | mile | $0.70 | | | | | | | $420.00 |
| Overnight mail - letter size | | each | | | | | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | 50 | each | $1.00 | | | | | | | $50.00 |
| Photocopies B/W (11 x 17) | 50 | each | $2.50 | | | | | | | $125.00 |
| | | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | | **$595.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $50,652.00 |
| OTHER DIRECT EXPENSES | $595.00 |
| **TOTAL** | **$51,247.00** |

## SUE FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT | ENGINEER UTILITIES | ENGINEER TECHNICIAN | ENGINEER IN TRAINING I | CADD OPERATOR SENIOR | UTILITIES COORDINATOR SENIOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |
| | | | | | | | | | | 0 | N/A | N/A |
| **Utility Coordination** | | | | | | | | | | 0 | | |
| **1. Preliminary Conflict Analysis** | | | | | | | | | | 0 | | |
| Obtain Design Files, Create Combined Design/SUE CAD Basefiles | 1 | | | | | 2 | | | | 3 | | |
| Initial Conflict Analysis | 1 | | 20 | | | 20 | | 20 | | 61 | | |
| Prepare Initial Utility Conflict Matrix | 1 | | 20 | | | | | | | 21 | | |
| **2. Final Conflict Analysis** | | | | | | | | | | 0 | | |
| Obtain Design Files, Create Combined Design/SUE CAD Basefiles | 1 | | | | | 2 | | | | 3 | | |
| Final Conflict Analysis | 1 | | 20 | | | 20 | | | | 41 | | |
| Update Utility Conflict Matrix | 1 | | 16 | | | | | 16 | | 33 | | |
| | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 6 | 0 | 76 | 0 | 0 | 44 | 0 | 36 | 0 | 162 | #REF! | |
| CONTRACT RATE PER HOUR | $103.33 | $96.67 | $63.33 | $63.33 | $51.67 | $56.67 | $55.00 | $63.33 | $30.00 | | | |
| TOTAL LABOR COSTS | $619.98 | $0.00 | $4,813.08 | $0.00 | $0.00 | $2,493.48 | $0.00 | $2,279.88 | $0.00 | $10,206.42 | | |
| % DISTRIBUTION OF STAFFING | 3.70% | 0.00% | 46.91% | 0.00% | 0.00% | 27.16% | 0.00% | 22.22% | 0.00% | | | |
| | | | | | | | | | | | | |
| **SUBTOTAL FC 135 (135)** | | | | | | | | | | **$10,206.42** | | |

| **LABOR SUMMARY BY FUNCTION CODE** | PROJECT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT | ENGINEER UTILITIES | ENGINEER IN TRAINING II | ENGINEER IN TRAINING I | CADD OPERATOR SENIOR | SUE FIELD MANAGER | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| #REF! | 6 | 0 | 76 | 0 | 0 | 44 | 0 | 36 | 0 | 162 | $10,206.42 |
| | | | | | | | | | | | |
| **SUBTOTAL LABOR EXPENSES** | 6 | 0 | 76 | 0 | 0 | 44 | 0 | 36 | 0 | | $10,206.42 |

| **UNIT COSTS** | # OF UNITS | | COST/UNIT | UNIT | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| SUE Mobilization/Demobilization (Vac Excavator) | 50 | | $5.65 | mile | | | | | $282.50 |
| SUE (Quality Level D) | 16,000 | | $0.75 | LF | | | | | $12,000.00 |
| SUE (Quality Level C) | 16,000 | | $0.85 | LF | | | | | $13,600.00 |
| SUE (Quality Level B - Utility Designation) | 16,000 | | $2.00 | LF | | | | | $32,000.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft | 2 | | $2,400.00 | each | | | | | $4,800.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft | 2 | | $2,600.00 | each | | | | | $5,200.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft | 1 | | $2,900.00 | each | | | | | $2,900.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft | 1 | | $3,300.00 | each | | | | | $3,300.00 |
| SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft | 1 | | $175.00 | FT | | | | | $175.00 |
| One (1) Designating Person with equipment | | | $55.00 | hour | | | | | $0.00 |
| Two (2) Designating Person with equipment | 12 | | $73.33 | hour | | | | | $879.96 |
| Two (2) Person Vacuum Excavation with equipment | | | $350.00 | hour | | | | | $0.00 |
| Coring and repairing the pavement includes labor, equipment, and materials | | | $830.00 | day | | | | | $0.00 |
| **SUBTOTAL UNIT COSTS** | | | | | | | | | **$75,137.46** |

| **OTHER DIRECT EXPENSES** | # OF UNITS | | COST/UNIT | UNIT | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| Mileage | 200 | | $0.700 | mile | | | | | $140.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | | | $2,200.00 | day | | | | | $0.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | **$140.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL COSTS FOR SUE ONLY | $10,206.42 |
| NON-SALARY (UNIT COSTS) FOR SUE ONLY | $75,137.46 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY | $140.00 |
| | |
| **GRAND TOTAL** | $85,483.88 |

## SURVEY FEE SCHEDULE

| TASK DESCRIPTION | Sr Project Manager (RPLS) | Survey Tech | CADD Operator | Field Crew Coordinator | 2-Person Survey Crew | SURVEY TECHNICIAN | Clerical | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| **RIGHT-OF-WAY SURVEY** | | | | | | | | | | |
| EXISTING RIGHT-OF-WAY MAPPING (CATEGORY 1B, CONDITION 3) | 60 | 210 | 125 | 12 | 95 | | 4 | 506 | N/A | N/A |
| | | | | | | | | | | |
| **CONTROL** | | | | | | | | | | |
| SURVEY CONTROL | 32 | 105 | 105 | 6 | 66 | | 6 | 320 | | |
| | | | | | | | | | | |
| **TOPOGRAPHIC SURVEY** | | | | | | | | | | |
| TOPOGRAPHIC SURVEYING (CATEGORY 6, CONDITION 1) | 115 | 75 | 285 | 26 | 330 | | 56 | 887 | N/A | N/A |
| | | | | | | | | | | |
| CONTROL AND RGHT-OF-WAY STAKING | 24 | 48 | | 6 | 165 | | 6 | 249 | | |
| PARCEL SURVEYS (EST 50 PARCELS) | 200 | 200 | 400 | 50 | 250 | | 50 | 1150 | N/A | N/A |
| SOIL BORING LOCATIONS | 4 | 4 | 6 | 1 | 10 | | 1 | 26 | N/A | N/A |
| | | | | | | | | | | |
| HOURS SUB-TOTALS | 435 | 642 | 921 | 101 | 916 | 0 | 123 | 3,138 | 0 | |
| CONTRACT RATE PER HOUR | $175.00 | $125.00 | $100.00 | $110.00 | $155.00 | $100.00 | $75.00 | | | |
| TOTAL LABOR COSTS | $76,125.00 | $80,250.00 | $92,100.00 | $11,110.00 | $141,980.00 | $0.00 | $9,225.00 | $410,790.00 | | |
| % DISTRIBUTION OF STAFFING | 13.86% | 20.46% | 29.35% | 3.22% | 29.19% | 0.00% | 3.92% | | | |
| | | | | | | | | | | |
| **SUBTOTAL FC 145** | | | | | | | | **$410,790.00** | | |

| TASK DESCRIPTION | Sr Project Manager (RPLS) | Survey Tech | CADD Operator | Field Crew Coordinator | 2-Person Survey Crew | SURVEY TECHNICIAN | Clerical | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| **SUBSURFACE UTILITY ENGINEERING (SUE) IF NEEDED** | | | | | | | | | | |
| | | | | | | | | | | |
| LEVEL A SUE | 8 | 8 | 16 | 2 | 20 | | 2 | 56 | N/A | N/A |
| LEVEL B SUE | 16 | 16 | 32 | 4 | 40 | | 4 | 112 | N/A | N/A |
| | | | | | | | | 0 | | |
| | | | | | | | | 0 | N/A | N/A |
| | | | | | | | | 0 | N/A | N/A |
| | | | | | | | | 0 | N/A | N/A |
| | | | | | | | | 0 | N/A | N/A |
| | | | | | | | | | | |
| HOURS SUB-TOTALS | 24 | 24 | 48 | 6 | 60 | 0 | 6 | 168 | 0 | |
| CONTRACT RATE PER HOUR | $175.00 | $125.00 | $100.00 | $110.00 | $155.00 | $100.00 | $75.00 | | | |
| TOTAL LABOR COSTS | $4,200.00 | $3,000.00 | $4,800.00 | $660.00 | $9,300.00 | $0.00 | $450.00 | $22,410.00 | | |
| % DISTRIBUTION OF STAFFING | 14.29% | 14.29% | 28.57% | 3.57% | 35.71% | 0.00% | 3.57% | | | |
| | | | | | | | | | | |
| **SUBTOTAL FC 160 (150)** | | | | | | | | $22,410.00 | | |

## SURVEY FEE SCHEDULE

| LABOR SUMMARY BY FUNCTION CODE | SUPPORT MANAGER | SURVEYOR RPLS SENIOR | SURVEYOR RPLS | SURVEYOR RPLS JUNIOR | SURVEY TECHNICIAN SIT | SURVEY TECHNICIAN | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| RIGHT-OF-WAY SURVEY FC 130 (130) | 435 | 642 | 921 | 101 | 916 | 0 | 123 | 3,138 | $410,790.00 |
| SUBSURFACE UTILITY ENGINEERING (SUE) IF NEEDED | 24 | 24 | 48 | 6 | 60 | 0 | 6 | 168 | $22,410.00 |
| | | | | | | | | | |
| **SUBTOTAL LABOR EXPENSES** | 459 | 666 | 969 | 107 | 976 | 0 | 6 | | $433,200.00 |

| UNIT COSTS | # OF UNITS | Crew COST/UNIT | UNIT | | | | |
|---|---|---|---|---|---|---|---|
| ESTABLISH HORIZONTAL AND VERTICAL CONTROL | | $ 100.00 | HOUR | | | | $0.00 |
| FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS | | $ 100.00 | HOUR | | | | $0.00 |
| FIELD SURVEY - OBTAIN DESIGN SURVEY DATA | | $ 100.00 | HOUR | | | | $0.00 |
| SET ROW MONUMENTS AND PARCEL CORNERS | | $ 100.00 | HOUR | | | | $0.00 |
| **SUBTOTAL UNIT COSTS** | 0 | | | | | | **$0.00** |

| OTHER DIRECT EXPENSES | # OF UNITS | COST/UNIT | UNIT | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Mileage | | | mile | | | | $0.00 |
| Certified Letter Return Receipt | | | each | | | | $0.00 |
| Standard Postage | | | each | | | | $0.00 |
| Deed Copies | | | sheet | | | | $0.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | **$0.00** |

| SUMMARY | |
|---|---|
| | |
| TOTAL COSTS FOR SUR ONLY | $433,200.00 |
| NON-SALARY (UNIT COSTS) FOR SUR ONLY | $0.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY | $0.00 |
| | |
| **GRAND TOTAL** | $433,200.00 |

## GEOTECHNICAL FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT | ENGINEER DESIGN | ENGINEER IN TRAINING II | ENGINEER IN TRAINING I | ENGINEERING TECHNICIAN SENIOR | ENGINEERING TECHNICIAN | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GEOTECH INVESTIGATION** | | | | | | | | | | | | |
| Coordinate Soil Bore Locations/Mark/Utility Call-ins | | | | | | | | | | 0 | N/A | N/A |
| Field Personnel and Management During Drilling | | | | | | | | | | 0 | N/A | N/A |
| Sample Classification, Laboratory Coordination and Boring Log Generation | | | | | | | | | | 0 | N/A | N/A |
| Preliminary Geotechnocal Report with Bridge Reccomendations | | | | | | | | | | 0 | N/A | N/A |
| Final Geotechincal Report with Bridge Reccomendations | | | 4 | | 40 | | | | 8 | 52 | N/A | N/A |
| Prepare Boring Log Sheets, Stamp and Seal | | | | | | | | | | 0 | N/A | N/A |
| HOURS SUB-TOTALS | 0 | 0 | 4 | 0 | 40 | 0 | 0 | 0 | 8 | 52 | #REF! | |
| CONTRACT RATE PER HOUR | $100.00 | $100.00 | $176.00 | $100.00 | $122.00 | $100.00 | $100.00 | $100.00 | $75.00 | | | |
| TOTAL LABOR COSTS | $0.00 | $0.00 | $704.00 | $0.00 | $4,880.00 | $0.00 | $0.00 | $0.00 | $600.00 | $6,184.00 | | |
| % DISTRIBUTION OF STAFFING | 0.00% | 0.00% | 7.69% | 0.00% | 76.92% | 0.00% | 0.00% | 0.00% | 15.38% | | | |
| **SUBTOTAL FC 102 (110)** | | | | | | | | | | **$6,184.00** | | |

| LABOR SUMMARY BY FUNCTION CODE | SUPPORT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT SENIOR | ENGINEER PROJECT | ENGINEER DESIGN | ENGINEER IN TRAINING II | ENGINEER IN TRAINING I | GEOLOGIST JUNIOR | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| GEOTECH INVESTIGATION | 0 | 0 | 4 | 0 | 40 | 0 | 0 | 0 | 8 | 52 | $6,184.00 |
| **SUBTOTAL LABOR EXPENSES** | 0 | 0 | 4 | 0 | 40 | 0 | 0 | 0 | 8 | | $6,184.00 |

| UNIT COSTS | # OF UNITS | Test Code | COST/UNIT | UNIT | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Atterberg limits | 34 | ASTM D4318 | $76.00 | each | | | | | $2,584.00 |
| Unconfined Compressive Strength (Soil) | 32 | ASTM D2166 | $54.00 | each | | | | | $1,728.00 |
| Unconfined Compressive Strength (Rock) | | ASTM D2938 | | each | | | | | $0.00 |
| Soil Boring/Rock Coring without TCP ( < 60 ft.) | | N/A | | LF | | | | | $0.00 |
| Soil Boring/Rock Coring without TCP ( > 60 ft.) | | N/A | | LF | | | | | $0.00 |
| Borehole Grouting - Bentonite Chips | | N/A | | LF | | | | | $0.00 |
| Determining Moisture Content in Soil Materials | 34 | Tex-103-E | $12.00 | each | | | | | $408.00 |
| Determining Liquid Limits of Soils | | Tex-104-E | | each | | | | | $0.00 |
| Determining Plastic Soil Limits | | Tex-105-E | | each | | | | | $0.00 |
| Calculating the Plasticity Index of Soils | | Tex-106-E | | each | | | | | $0.00 |
| California Bearing Ratio with Standard Proctor | 2 | ASTM D1883 | $1,023.00 | each | | | | | $2,046.00 |
| Particle Size Analysis of Soils | | Tex-110-E | | each | | | | | $0.00 |
| Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve | 34 | Tex-111-E | $59.00 | each | | | | | $2,006.00 |
| Determining Sulfate Content in Soils - Colorimetric Method | | Tex-145-E | | each | | | | | $0.00 |
| **SUBTOTAL UNIT COSTS** | | | | | | | | | **$8,772.00** |

| OTHER DIRECT EXPENSES | # OF UNITS | | COST/UNIT | UNIT | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Mileage | | | | mile | | | | | $0.00 |
| Drill/Sample 32 Borings (32@10') 3" diameter | 320 | | $27.000 | feet | | | | | $8,640.00 |
| Pavement coring | 32 | | $180.000 | each | | | | | $5,760.00 |
| Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site) | 1 | | $746.00 | LS | | | | | $746.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | 32 | | $59.00 | hour | | | | | $1,888.00 |
| Locate/identify borings/site visit | 8 | | 59 | hour | | | | | $472.00 |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | **$17,506.00** |

| SUMMARY | |
|---|---|
| TOTAL COSTS FOR GEO ONLY | $6,184.00 |
| NON-SALARY (UNIT COSTS) FOR GEO ONLY | $8,772.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY | $17,506.00 |
| **GRAND TOTAL** | $32,462.00 |

# ENVIRONMENTAL FEE SCHEDULE

| TASK DESCRIPTION | PRINCIPAL | SENIOR GEOLOGIST/ SCIENTIST | PROJECT GEOLOGIST/ SCIENTIST | SENIOR STAFF GEOLOGIST/ SCIENTIST | STAFF GEOLOGIST/ SCIENTIST | FIELD GEOLOGIST/ SCIENTIST | CAD/GIS OPERATOR II | CONTRACT ADMIN SPECIALIST | ADMINISTRATIVE ASSISTANT | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| **GENERAL** | | | | | | | | | | | | | |
| DATA COLLECTION | | | | | | | | | | 0 | NA | NA | NA |
| PROJECT MEETINGS | | | | | | | | | | 0 | NA | NA | NA |
| COORDINATION WITH LOCAL AGENCIES | | | | | | | | | | 0 | NA | NA | NA |
| PROJECT ADMINISTRATION | | | | | | | | | | 0 | NA | NA | NA |
| **PRELIMINARY ENGINEERING** | | | | | | | | | | 0 | NA | NA | NA |
| ENVIRONMENTAL CONTRAINTS EVALUATION | | | | | | | | | | 0 | NA | NA | NA |
| PREPARATION OF PER | | | | | | | | | | 0 | NA | NA | NA |
| PER MEETING | | | | | | | | | | 0 | NA | NA | NA |
| **FINAL DESIGN** | | | | | | | | | | 0 | NA | NA | NA |
| ASSIST WITH PRODUCTION OF PROJECT MANUAL | | | | | | | | | | 0 | NA | NA | NA |
| | | | | | | | | | | 0 | NA | NA | NA |
| Task 1 - Desktop Environmental Review | | | 4 | 20 | | | 6 | 2 | 2 | 34 | NA | NA | NA |
| Task 2 - Waters of the U.S. Desktop Review | 2 | 2 | | 26 | 12 | | 20 | 2 | 2 | 66 | NA | NA | NA |
| Task 3 - Cultural Desktop Review | | 4 | | | 12 | | | | 2 | 18 | NA | NA | NA |
| | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 2 | 6 | 4 | 46 | 24 | 0 | 26 | 4 | 6 | 118 | | 0 | |
| CONTRACT RATE PER HOUR | $220.00 | $210.00 | $180.00 | $150.00 | $130.00 | $110.00 | $110.00 | $100.00 | $90.00 | | | # OF SHEETS | |
| TOTAL LABOR COSTS | $440.00 | $1,260.00 | $720.00 | $6,900.00 | $3,120.00 | $0.00 | $2,860.00 | $400.00 | $540.00 | $16,240.00 | | | |
| | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | | **$16,240.00** | | | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Database/Historical Resources Package (Desktop Environmental Review) | 1 | each | $ 675.00 | | | | | | | $675.00 |
| Mileage | | mile | $ 0.75 | | | | | | | $0.00 |
| Overnight mail - letter size | | each | | | | | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | | | | | $0.00 |
| | | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | | **$675.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $16,240.00 |
| OTHER DIRECT EXPENSES | $675.00 |
| **TOTAL** | **$16,915.00** |

## CPS FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | DESIGN ENGINEER | EIT | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| **CONSTRUCTION PHASE SERVICES** | | | | | | | | | | 0 | NA | NA | NA |
| RESPOND TO QUESTIONS | 40 | 20 | 8 | | | | | | | 68 | NA | NA | NA |
| ATTEND FIELD MEETINGS AND SITE VISITS | 12 | 12 | 8 | | | | | | | 32 | NA | NA | NA |
| PREPARATION OF CHANGE ORDERS | 4 | 12 | 16 | | | | | | | 32 | NA | NA | NA |
| REVIEW AND APPROVE SHOP DRAWINGS | 2 | 8 | 8 | | | | | | | 18 | NA | NA | NA |
| RESPOND TO RFIS | 8 | 40 | 40 | | | | | | | 88 | NA | NA | NA |
| ANSWER GENERAL QUESTIONS | 20 | 40 | 20 | 8 | | | | | | 88 | NA | NA | NA |
| PROVIDE RECORD DRAWINGS | 2 | 4 | 8 | 16 | | | | | | 30 | NA | NA | NA |
| | | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 88 | 136 | 108 | 24 | 0 | 0 | 0 | 0 | 0 | 356 | | 0 | |
| CONTRACT RATE PER HOUR | $375.00 | $307.00 | $208.00 | $130.00 | $115.00 | $163.00 | $100.00 | $100.00 | $95.00 | | | # OF SHEETS | |
| TOTAL LABOR COSTS | $33,000.00 | $41,752.00 | $22,464.00 | $3,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $100,336.00 | | | |
| | | | | | | | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | | | | **$100,336.00** | | | |

| **OTHER DIRECT EXPENSES** | # OF UNITS | UNIT | COST/UNIT | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Mileage | | mile | | | | | | | | $0.00 |
| Overnight mail - letter size | | each | | | | | | | | $0.00 |
| Overnight mail - oversized box | | each | | | | | | | | $0.00 |
| Photocopies B/W (8.5 x 11) | | each | | | | | | | | $0.00 |
| Photocopies B/W (11 x 17) | | each | | | | | | | | $0.00 |
| | | | | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | | | | **$0.00** |

| **SUMMARY** | |
|---|---|
| | |
| TOTAL LABOR COSTS | $100,336.00 |
| OTHER DIRECT EXPENSES | $0.00 |
| **TOTAL** | **$100,336.00** |

**APPENDIX A-2**
**Scope of Services (Hourly)**

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

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

KCI

| Job Classification | Maximum Raw Salary Rate |
|---|---|
| Principal | $129.72 |
| Senior Project Manager | $102.40 |
| Deputy Project Manager/Project Manager | $93.87 |
| Survey Project Manager (TX RPLS) | $103.33 |
| Project Manager (TX RPLS) | $88.33 |
| Project Surveyor (TX RPLS) | $50.00 |
| Senior QA/QC Manager | $110.00 |
| Senior Project Engineer | $110.99 |
| Senior Structural Engineer | $98.33 |
| Project Engineer | $80.00 |
| Structural Engineer | $70.00 |
| Design Engineer | $60.00 |
| Engineer-In-Training II | $63.00 |
| Engineer-In-Training I | $38.46 |
| Junior Engineering Technician | $35.00 |
| Senior Scientist | $60.70 |
| Senior Industrial Hygienist | $54.25 |
| Project Geologist | $53.00 |
| Senior Archaeologist | $52.53 |
| Project Archaeologist | $49.15 |
| Senior Staff Geologist | $44.04 |
| Project Scientist | $41.55 |
| Staff Scientist | $37.90 |
| Senior Staff Industrial Hygienist | $37.24 |
| Senior Administrative Staff | $35.36 |
| Environmental Technician IV | $34.58 |
| Environmental Technician III | $34.32 |
| Field Scientist | $33.05 |
| Staff Geologist | $32.85 |
| Archaeological Crew Chief | $29.93 |
| Senior Geologist (Part Time) | $26.00 |
| Administrative Staff | $38.00 |
| Senior CADD Technician | $54.40 |
| CADD Technician | $36.00 |
| Junior CADD Technician | $24.00 |
| Environmental Technician I | $23.14 |
| Senior Archaeological Technician | $20.48 |
| Archaeological Technician | $18.10 |
| Environmental Technician II | $16.58 |
| Support Manager | $31.00 |

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

| | |
|---|---|
| Senior Engineering Technician | $53.00 |
| Engineering Technician | $51.00 |
| GIS Specialist | $49.00 |
| GIS Technician | $35.00 |
| Survey Technician | $49.00 |
| 3-Person Survey Crew | $84.00 |
| 4-Person Survey Crew | $90.00 |
| SUE Project Manager | $63.33 |
| SUE Senior Engineer | $79.00 |
| SUE Engineer-In-Training | $63.00 |
| SUE Engineering Technician | $51.00 |
| Abstractor | $30.00 |
| Utility Coordinator | $45.00 |

# Appendix C
# Insurance

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

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

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

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

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

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

# PRODUCT PRICING SUMMARY

**TIPS 240901 Transportation Vehicles**

**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

**End User:** WALLER COUNTY
**Contact:**
**Email:**
**Product Description:** CHEVY TRAVERSE LS

**Prepared by:** SETH GAMBLIN
**Phone:** 512.436.1313
**Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM
**Date:** March 20, 2025

**A. Bid Item:**

| | |
|---|---|
| **A. Base Price:** | **$ 37,775.00** |

**B. Factory Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| 1LB56 | 2025 TRAVERSE LT FWD | | ABC | 8 PASSENGER | $ - |
| LK0 | Engine 2.5 Turbo DOHC SID | $ 3,195.00 | | | $ - |
| | POWER WINDOWS / LOCKS | $ - | | | |
| | REAR VIEW CAMERA | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | **Total of B. Published Options:** | **$ 3,195.00** |

| | |
|---|---|
| **Published Option Discount (5%)** | **$ (159.75)** |

**C. Unpublished Options** **$=** 0.0 **%**

| Description | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | EXTERIOR -WHITE | |
| | | INTERIOR - JET BLACK CLOTH | |
| | | SEATING 2-3-3 | |
| | | | |
| | | | |
| | | | |
| | | **PRODUCTION PERMITTING | |
| | | | |
| | | | |
| | | **Total of C. Unpublished Options:** | **$ -** |

| | | |
|---|---|---|
| **D.** | **Floor Plan Interest (for in-stock and/or equipped vehicles):** | **$ -** |
| **E.** | **Lot Insurance (for in-stock and/or equipped vehicles):** | |
| **F.** | **Contract Price Adjustment:** JAIME DISCOUNT | **$ (1,000.00)** |
| **G.** | **Additional Delivery Charge:** 0 **miles** | **$ -** |
| **H.** | **Subtotal:** | **$ 39,810.25** |
| **I.** | **Quantity Ordered** 1 | **$ 39,810.25** |
| **J.** | **Trade in:** | **$ -** |
| **K.** | | |
| **L.** | **Total Purchase Price** | **$ 39,810.25** |

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

# TAC HEBP Interim COBRA Administration Agreement

This Interim COBRA Administration Agreement ("Agreement") is made between Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) and Waller County (*insert group name*) ("Group") for TAC HEBP to provide Consolidated Omnibus Budget Reconciliation Act (COBRA) administration services.

## 1. COBRA Administration During the Interim Period

TAC HEBP will provide COBRA administration services for Group's active and pending eligible participants from May 1, 2025 through the Group's next renewal date. Group acknowledges that TAC HEBP will issue a revised interlocal agreement covering the provision of services, including COBRA administration services, effective beginning on Group's anniversary date

## 2. Fee Structure

| Service | Cost (Per Event/Per Participant) |
|---|---|
| **COBRA Administration Fee** | A one-time fee of $150.00 per participant enrolled on or after May 1, 2025, and prior to Group's anniversary date |

## 3. Agreement Term & Renewal Process

This Agreement is effective from May 1, 2025, until the Group's next anniversary date 12/01/2025 (*insert applicable anniversary date)*.

Waller County (*insert group name*)

By: _____
Name: Carbett "Trey" J. Duhon III
Title: Waller County Judge
Date: 04/16/2025

**Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP)**

By: _____
Name: _____
Title: _____
Date: _____

# Texas Association of Counties
# Risk Management Pool

WORKERS' COMPENSATION PROGRAM

*Recognizes*

# Waller County

## Zero Lost Time

*2024*

Texas Association *of* Counties
Risk Management Pool

SEDALCO CONSTRUCTION SERVICES

# 22523 Business Node Pay App #29 March 2025 (R0)

## APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County

PROJECT: Waller Co. Business Node

APPLICATION NO: **29**

PERIOD TO: **31-Mar-25**

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, Tx 76137

VIA ARCHITECT: BSW Architect, Inc.

ARCHITECT'S PROJECT NOS: Multiple

CONTRACT FOR: New Construction

CONTRACT DATE: 6/1/2022

Distribution to:

| | |
|---|---|
| x | OWNER |
| x | ARCHITECT |
| x | CONTRACTOR |
| | |
| | |

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

| | | | |
|---|---|---|---|
| 1. ORIGINAL CONTRACT SUM **(Exhibit B)** | | | $ 1,273,310.00 |
| 2a. Net change by Exhibits | | | $ 41,780,633.00 |
| 2b. Net change by Change Orders | | | $ 364,922.39 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | | $ 43,418,865.39 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | | $ 31,150,597.43 |
| 5. RETAINAGE: | | | |
| a. 5 % of Construction Cost (Column D + E on G703) | $ 1,035,271.77 | | |
| b. 5 % of Stored Material (Column F on G703) | $ 0.00 | | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | | $ 1,035,271.77 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | | $ 30,115,325.66 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | | $ 29,336,426.13 |
| 8. CURRENT PAYMENT DUE | | | $ **778,899.53** |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | | | $ 13,303,539.73 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $42,149,915.95 | $4,360.56 |
| Total approved this Month | $0.00 | $0.00 |
| TOTALS | $42,149,915.95 | $4,360.56 |
| NET CHANGES by Change Order | $42,145,555.39 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 4/5/25

State of TEXAS County of Waller
Subscribed and sworn to before me this 5th day of April
Notary Public:
My Commission expires:

TERRI LONG Notary Public State of Texas Comm. Expires 05-07-2026 Notary ID 131558606

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ **778,899.53**

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:

By: _____ Date: 3.28.25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**EXHIBIT & CHANGE ORDER SUMMARY**
(Breakdown of line 2)

| Date Approved | Description | AMOUNT | PROJECT |
|---|---|---|---|
| 2/6/2023 | EXHIBIT C, AMENDMENT | $1,315,059.00 | Courthouse & Swing Space Design |
| 5/17/2023 | EXHIBIT E, AMENDMENT | $1,825,812.00 | Swing Space Construction |
| 8/2/2023 | EXHIBIT E, CHANGE ORDER 1 | $122,435.85 | Swing Space Construction |
| 10/4/2023 | EXHIBIT E, CHANGE ORDER 2 | $233,968.97 | Swing Space Construction |
| 10/4/2023 | EXHIBIT F, AMENDMENT | $38,639,762.00 | Courthouse Construction |
| 3/6/2024 | EXHIBIT E, CHANGE ORDER 3 | $12,878.13 | Swing Space Construction |
| 8/21/2024 | EXHIBIT E, CHANGE ORDER 4 | ($4,360.56) | Swing Space Construction |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | 2. Net change by Exhibits & Change Orders | $42,145,555.39 | |

| | | | |
|---|---|---|---|
| Swing Space Design (Non-Retainage items) | $0.00 | 1 | $0.00 |
| Swing Space General Conditions (Non-Retainage items) | $0.00 | 1 | $0.00 |
| Swing Space Construction (Retainage items) | $0.00 | 0.95 | $0.00 |
| Swing Space Released Retainage | $0.00 | 1 | $0.00 |
| Court House Design (Non-Retainage items) | $33,026.91 | 1 | $33,026.91 |
| Court House General Conditions (Non-Retainage items) | $179,556.08 | 1 | $179,556.08 |
| Court House Construction (Retainage items) | $596,122.68 | 0.95 | $566,316.55 |
| 8. CURRENT PAYMENT DUE | | | $778,899.54 |

| | |
|---|---|
| Total Design Cost | $33,026.91 |
| Total Construction Cost | $745,872.63 |
| 8. CURRENT PAYMENT DUE | $778,899.54 |

SEDALCO CONSTRUCTION SERVICES

# 22523 Business Node Pay App #29 March 2025 (R0)

## CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **29**
APPLICATION DATE: **3/1/2025**
PERIOD TO: **3/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

| A | B | C | C | C | C | C | C | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | D E S C R I P T I O N | EXHIBIT B VALUE | CHANGE AMOUNT | EXHIBIT C VALUE | CHANGE AMOUNT | EXHIBIT E SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT F SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| | **SWING SPACE DESIGN BUILD SERVICES** | | | | | | | | | | | | | | |
| | **SWING SPACE TOTALS** | **0.000** | **184,531.00** | **184,531.00** | **1,825,812.00** | **2,375,265.39** | **0.00** | **2,375,265.39** | **2,375,265.39** | **0.00** | **0.00** | **2,375,265.39** | **100%** | **0.00** | **0.00** |
| | | | | | | | | | | | | | | | |
| 23.0 | **NEW COURTHOUSE DESIGN BUILD SERVICES** | | | | | | | | | | | | | | |
| 23.1A | Courthouse Replacement Design Fees (Prog/SD | 1,118,000.000 | 667,990.00 | 357,154.82 | 0.00 | 357,154.82 | 138,248.83 | 495,403.65 | 495,403.65 | 0.00 | 0.00 | 495,403.65 | 100% | 0.00 | 0.00 |
| 23.1B | Courthouse Replacement Design Fees (DDs) | 0.000 | 0.00 | 642,880.48 | 0.00 | 642,880.48 | 248,846.09 | 891,726.57 | 891,726.57 | 0.00 | 0.00 | 891,726.57 | 100% | 0.00 | 0.00 |
| 23.1C | Courthouse Replacement Design Fees (CDs) | 0.000 | 0.00 | 785,954.70 | 0.00 | 785,954.70 | 303,933.33 | 1,089,888.03 | 1,089,888.03 | 0.00 | 0.00 | 1,089,888.03 | 100% | 0.00 | 0.00 |
| 23.1D | Courthouse Replacement C.A. Services | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 825,672.75 | 825,672.75 | 528,430.56 | 33,026.91 | 0.00 | 561,457.47 | 68% | 264,215.28 | 0.00 |
| 23.2 | Ex. Courthouse Demo Design Fees | 0.000 | 30,000.00 | 30,000.00 | 0.00 | 30,000.00 | 0.00 | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 100% | 0.00 | 0.00 |
| 23.3 | Courthouse Replacement FF&E Design Fees | 0.000 | 284,999.00 | 284,999.00 | 0.00 | 284,999.00 | 242,026.00 | 527,025.00 | 71,249.75 | 0.00 | 0.00 | 71,249.75 | 14% | 455,775.25 | 0.00 |
| 23.4 | Courthouse Replacement Reimbursable Allw. | 5,000.000 | 43,750.00 | 48,750.00 | 0.00 | 48,750.00 | 35,000.00 | 83,750.00 | 49,412.50 | 0.00 | 0.00 | 49,412.50 | 59% | 34,337.50 | 0.00 |
| 23.5 | Survey | 0.000 | 20,990.00 | 20,990.00 | 0.00 | 20,990.00 | 0.00 | 20,990.00 | 20,990.00 | 0.00 | 0.00 | 20,990.00 | 100% | 0.00 | 0.00 |
| 23.6 | M.E.P. 3rd Party Review | 0.000 | 36,000.00 | 36,000.00 | 0.00 | 36,000.00 | 0.00 | 36,000.00 | 36,000.00 | 0.00 | 0.00 | 36,000.00 | 100% | 0.00 | 0.00 |
| 23.7 | DAS System Design Fees | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 45,100.00 | 45,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 45,100.00 | 0.00 |
| 23.8 | Design/Builder Preconstruction Services | 100,000.000 | 0.00 | 100,000.00 | 0.00 | 100,000.00 | 0.00 | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 100% | 0.00 | 0.00 |
| 23.9 | General Conditions | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 3,309,611.00 | 3,309,611.00 | 2,118,151.04 | 132,384.44 | 0.00 | 2,250,535.48 | 68% | 1,059,075.52 | 0.00 |
| 23.10 | Mobilization (Temp. Fence, Trailer, Etc.) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 65,000.00 | 65,000.00 | 65,000.00 | 0.00 | 0.00 | 65,000.00 | 100% | 0.00 | 0.00 |
| 23.11 | Subcontractor Default Insurance | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 446,540.00 | 446,540.00 | 439,379.00 | 0.00 | 0.00 | 439,379.00 | 98% | 7,161.00 | 0.00 |
| 23.12 | General Liability & Builder's Risk Insurance | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 297,728.00 | 297,728.00 | 190,545.92 | 11,909.12 | 0.00 | 202,455.04 | 68% | 95,272.96 | 0.00 |
| 23.13 | AGC Fees | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 29,425.00 | 29,425.00 | 29,425.00 | 0.00 | 0.00 | 29,425.00 | 100% | 0.00 | 0.00 |
| 23.14 | Payment & Performance Bonds | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 505,348.00 | 505,348.00 | 502,786.00 | 0.00 | 0.00 | 502,786.00 | 99% | 2,562.00 | 0.00 |
| 23.15 | Design/Builder Overhead & Profit | 50,310.000 | 46,799.00 | 97,109.00 | 0.00 | 97,109.00 | 1,666,017.00 | 1,763,126.00 | 1,198,925.68 | 35,262.52 | 0.00 | 1,234,188.20 | 70% | 528,937.80 | 0.00 |
| 24.0 | Demolition & Abatement | | | | | | | | | | | | | | |
| 24.1 | Structure Demolition & Salvaged Items | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 338,500.00 | 338,500.00 | 338,500.00 | 0.00 | 0.00 | 338,500.00 | 100% | 0.00 | 16,925.00 |
| 24.2 | 3rd Party Indoor Air Monitory for Abatement | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 22,800.00 | 22,800.00 | 22,800.00 | 0.00 | 0.00 | 22,800.00 | 100% | 0.00 | 1,140.00 |
| 24.3 | Asbestos Abatement | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 225,000.00 | 225,000.00 | 225,000.00 | 0.00 | 0.00 | 225,000.00 | 100% | 0.00 | 11,250.00 |
| 25.0 | Sitework | | | | | | | | | | | | | | |
| 25.1 | Concrete Paving (Tucker) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 330,000.00 | 330,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 330,000.00 | 0.00 |
| 25.2 | Concrete Sidewalks (Tucker) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 70,000.00 | 70,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 70,000.00 | 0.00 |
| 25.3 | Earthwork (Cannon Construction) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 243,920.00 | 243,920.00 | 207,332.00 | 0.00 | 0.00 | 207,332.00 | 85% | 36,588.00 | 10,366.60 |
| 25.4 | Erosion Control | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 21,048.00 | 21,048.00 | 21,048.00 | 0.00 | 0.00 | 21,048.00 | 100% | 0.00 | 1,052.40 |
| 25.5 | Termite Control | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,995.00 | 2,995.00 | 2,995.00 | 0.00 | 0.00 | 2,995.00 | 100% | 0.00 | 149.75 |
| 25.6 | Pavement Markings & Signage | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 24,515.00 | 24,515.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 24,515.00 | 0.00 |
| 25.7 | Fencing | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 88,606.00 | 88,606.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 88,606.00 | 0.00 |
| 25.8 | Landscape / Irrigation | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 143,000.00 | 143,000.00 | 7,150.00 | 0.00 | 0.00 | 7,150.00 | 5% | 135,850.00 | 357.50 |
| 25.9 | Site Utilities (Cannon Construction) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 159,573.00 | 159,573.00 | 135,637.05 | 0.00 | 0.00 | 135,637.05 | 85% | 23,935.95 | 6,781.85 |
| 25.10 | Temporary - Vehicular Access & Parking | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 29,650.00 | 29,650.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 29,650.00 | 0.00 |
| 25.11 | Traffic Control & Barricades | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 5,000.00 | 0.00 |
| 25.12 | Temporary - Barriers & Enclosures | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 15,000.00 | 0.00 |
| 26.0 | Concrete Work | | | | | | | | | | | | **82%** | | |
| 26.1 | Concrete Staining | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 29,660.00 | 29,660.00 | 2,966.00 | 0.00 | 0.00 | 2,966.00 | 10% | 26,694.00 | 148.30 |
| 26.2 | Polished Concrete Finishes | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 25,319.00 | 25,319.00 | 2,531.90 | 0.00 | 0.00 | 2,531.90 | 10% | 22,787.10 | 126.60 |

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **29**
APPLICATION DATE: **3/1/2025**
PERIOD TO: **3/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

| A | B | C | C | C | C | C | C | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | D E S C R I P T I O N | EXHIBIT B VALUE | CHANGE AMOUNT | EXHIBIT C VALUE | CHANGE AMOUNT | EXHIBIT E SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT F SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 26.3 | Concrete Piles (Tucker) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 400,000.00 | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 100% | 0.00 | 20,000.00 |
| 26.4 | Building Foundation & Slab (Tucker) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 501,315.00 | 501,315.00 | 501,315.00 | 0.00 | 0.00 | 501,315.00 | 100% | 0.00 | 25,065.75 |
| 26.5 | Elevated Concrete (Tucker) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 275,000.00 | 275,000.00 | 250,250.00 | 0.00 | 0.00 | 250,250.00 | 91% | 24,750.00 | 12,512.50 |
| 26.6 | Site & Parking Concrete Work (Tucker) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 425,000.00 | 425,000.00 | 191,250.00 | 14,450.00 | 0.00 | 205,700.00 | 48% | 219,300.00 | 10,285.00 |
| 27.0 | Masonry | | | | | | | | | | | | **66%** | | |
| 27.1 | Mobilization, Submittals, Shop Drawings, & Engin | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 106,840.00 | 106,840.00 | 106,840.00 | 0.00 | 0.00 | 106,840.00 | 100% | 0.00 | 5,342.00 |
| 27.2 | GFRC (North) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 185,668.00 | 185,668.00 | 185,668.00 | 0.00 | 0.00 | 185,668.00 | 100% | 0.00 | 9,283.40 |
| 27.3 | GFRC (East) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 196,059.00 | 196,059.00 | 166,650.15 | 0.00 | 0.00 | 166,650.15 | 85% | 29,408.85 | 8,332.51 |
| 27.4 | GFRC (West) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 196,059.00 | 196,059.00 | 166,650.15 | 0.00 | 0.00 | 166,650.15 | 85% | 29,408.85 | 8,332.51 |
| 27.5 | GFRC (South) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 382,658.00 | 382,658.00 | 153,063.20 | 0.00 | 0.00 | 153,063.20 | 40% | 229,594.80 | 7,653.16 |
| 27.6 | Stone Veneer (North) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 576,000.00 | 576,000.00 | 489,600.00 | 0.00 | 0.00 | 489,600.00 | 85% | 86,400.00 | 24,480.00 |
| 27.7 | Stone Veneer (East) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 576,000.00 | 576,000.00 | 328,320.00 | 0.00 | 0.00 | 328,320.00 | 57% | 247,680.00 | 16,416.00 |
| 27.8 | Stone Veneer (West) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 576,000.00 | 576,000.00 | 316,800.00 | 0.00 | 0.00 | 316,800.00 | 55% | 259,200.00 | 15,840.00 |
| 27.9 | Stone Veneer (South) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,066,000.00 | 1,066,000.00 | 607,620.00 | 0.00 | 0.00 | 607,620.00 | 57% | 458,380.00 | 30,381.00 |
| 27.11 | CMU (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 67,141.00 | 67,141.00 | 67,141.00 | 0.00 | 0.00 | 67,141.00 | 100% | 0.00 | 3,357.05 |
| 27.12 | Mockup (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 38,175.00 | 38,175.00 | 38,175.00 | 0.00 | 0.00 | 38,175.00 | 100% | 0.00 | 1,908.75 |
| 28.0 | Metals | | | | | | | | | | | | **100%** | | |
| 28.10 | Structural Steel Fabrication (MSD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,878,900.00 | 1,878,900.00 | 1,878,900.00 | 0.00 | 0.00 | 1,878,900.00 | 100% | 0.00 | 93,945.00 |
| 28.20 | Structural Steel Erection (MSD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 576,800.00 | 576,800.00 | 576,800.00 | 0.00 | 0.00 | 576,800.00 | 100% | 0.00 | 28,840.00 |
| 28.30 | Miscellaneous Steel (MSD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100% | 0.00 | 1,250.00 |
| 28.40 | Shop Drawings, Project Management (Livers) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 118,213.00 | 118,213.00 | 88,659.75 | 0.00 | 0.00 | 88,659.75 | 75% | 29,553.25 | 4,432.99 |
| 28.50 | Fabrication, Materials (Livers) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 359,993.00 | 359,993.00 | 25,199.51 | 0.00 | 0.00 | 25,199.51 | 7% | 334,793.49 | 1,259.98 |
| 28.60 | Decorative Metal Railings (Livers) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 134,660.00 | 134,660.00 | 20,199.00 | 0.00 | 0.00 | 20,199.00 | 15% | 114,461.00 | 1,009.95 |
| 29.0 | Carpentry & Millwork | | | | | | | | | | | | **43%** | | |
| 29.1 | Millwork & Countertops (Phoenix Millwork) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,059,750.00 | 1,059,750.00 | 455,692.50 | 0.00 | 0.00 | 455,692.50 | 43% | 604,057.50 | 22,784.63 |
| 30.0 | Thermal & Moisture Protection | | | | | | | | | | | | | | |
| 30.1 | Sprayed Insulation | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 80,567.00 | 80,567.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 80,567.00 | 0.00 |
| 30.2 | Exterior Insulation & Finish System (Pillar) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 179,200.00 | 179,200.00 | 98,560.00 | 0.00 | 0.00 | 98,560.00 | 55% | 80,640.00 | 4,928.00 |
| 30.3 | Fluid Applied Air Barrier & Sealants (TAG) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 330,061.00 | 330,061.00 | 280,551.85 | 9,901.83 | 0.00 | 290,453.68 | 88% | 39,607.32 | 14,522.68 |
| 30.4 | Roofing, Sheet Metal Trim, & Roof Accessories (S | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,838,037.00 | 1,838,037.00 | 1,562,331.45 | 55,141.11 | 0.00 | 1,617,472.56 | 88% | 220,564.44 | 80,873.63 |
| 30.5 | Applied Fire Protection (Marek Brothers) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 186,620.00 | 186,620.00 | 138,098.80 | 0.00 | 0.00 | 138,098.80 | 74% | 48,521.20 | 6,904.94 |
| 31.0 | Openings | | | | | | | | | | | | | | |
| 31.1 | Door, Frame, & Hardware Materials (Himmel's) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 469,087.00 | 469,087.00 | 272,070.46 | 4,690.87 | 0.00 | 276,761.33 | 59% | 192,325.67 | 13,838.07 |
| 31.2 | Door, Frame, & Hardware Installation (Himmel's) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 47,298.00 | 47,298.00 | 4,729.80 | 0.00 | 0.00 | 4,729.80 | 10% | 42,568.20 | 236.49 |
| 31.3 | Access Doors & Frames | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 10,000.00 | 0.00 |
| 31.4 | Fire-Protective Auto Smoke Curtains | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 34,900.00 | 34,900.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 34,900.00 | 0.00 |
| 32.0 | Glass and Glazing System | | | | | | | | | | | | **85%** | | |
| 32.1 | Shop Drawings & Submittals (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 36,000.00 | 36,000.00 | 36,000.00 | 0.00 | 0.00 | 36,000.00 | 100% | 0.00 | 1,800.00 |
| 32.2 | Aluminum Material (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 475,000.00 | 475,000.00 | 475,000.00 | 0.00 | 0.00 | 475,000.00 | 100% | 0.00 | 23,750.00 |
| 32.3 | Brake Metal (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 43,000.00 | 43,000.00 | 15,050.00 | 4,300.00 | 0.00 | 19,350.00 | 45% | 23,650.00 | 967.50 |
| 32.4 | Curtain wall (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 237,000.00 | 237,000.00 | 213,300.00 | 11,850.00 | 0.00 | 225,150.00 | 95% | 11,850.00 | 11,257.50 |
| 32.5 | Storefront (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 97,000.00 | 97,000.00 | 72,750.00 | 0.00 | 0.00 | 72,750.00 | 75% | 24,250.00 | 3,637.50 |

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **29**
APPLICATION DATE: **3/1/2025**
PERIOD TO: **3/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

| A | B | C | C | C | C | C | C | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | D E S C R I P T I O N | EXHIBIT B VALUE | CHANGE AMOUNT | EXHIBIT C VALUE | CHANGE AMOUNT | EXHIBIT E SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT F SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 32.6 | Aluminum Wall caps (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 8,000.00 | 0.00 |
| 32.7 | Transaction Windows (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 138,000.00 | 138,000.00 | 117,300.00 | 0.00 | 0.00 | 117,300.00 | 85% | 20,700.00 | 5,865.00 |
| 32.8 | Glass Materials (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 272,000.00 | 272,000.00 | 272,000.00 | 0.00 | 0.00 | 272,000.00 | 100% | 0.00 | 13,600.00 |
| 32.9 | Shadow box (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 16,000.00 | 16,000.00 | 8,000.00 | 8,000.00 | 0.00 | 16,000.00 | 100% | 0.00 | 800.00 |
| 33.10 | Equipment (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 76,000.00 | 76,000.00 | 45,600.00 | 11,400.00 | 0.00 | 57,000.00 | 75% | 19,000.00 | 2,850.00 |
| 33.11 | Caulking (TCGC) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 106,000.00 | 106,000.00 | 79,500.00 | 10,600.00 | 0.00 | 90,100.00 | 85% | 15,900.00 | 4,505.00 |
| 33.12 | **Remaining Stained Glass (Alt 3 Only)** | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 125,000.00 | 125,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 125,000.00 | 0.00 |
| 33.13 | Initial Design - Foster Stained Glass | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100% | 0.00 | 1,250.00 |
| 33.0 | Finishes | | | | | | | | | | | | 74% | | |
| 33.1 | Moisture Mitigation Control (Vector) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 26,688.00 | 26,688.00 | 26,688.00 | 0.00 | 0.00 | 26,688.00 | 100% | 0.00 | 1,334.40 |
| 33.2 | Cold Formed Metal Framing & Drywall (SPD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,952,391.00 | 1,952,391.00 | 1,464,293.25 | 97,619.55 | 0.00 | 1,561,912.80 | 80% | 390,478.20 | 78,095.64 |
| 33.3 | Tape & Float (SPD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 110,207.00 | 110,207.00 | 11,020.70 | 27,551.75 | 0.00 | 38,572.45 | 35% | 71,634.55 | 1,928.62 |
| 33.4 | Wood Blocking (SPD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 86,100.00 | 86,100.00 | 68,880.00 | 0.00 | 0.00 | 68,880.00 | 80% | 17,220.00 | 3,444.00 |
| 33.5 | Acoustical Ceilings (SPD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 146,747.00 | 146,747.00 | 0.00 | 36,686.75 | 0.00 | 36,686.75 | 25% | 110,060.25 | 1,834.34 |
| 33.6 | Stretched-Fabric Ceilings (Marek Brothers) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 80,015.00 | 80,015.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 80,015.00 | 0.00 |
| 33.7 | Ceramic Tile (Level 1) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 158,395.00 | 158,395.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 158,395.00 | 0.00 |
| 33.8 | Ceramic Tile (Level 2) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 104,629.00 | 104,629.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 104,629.00 | 0.00 |
| 33.9 | Ceramic Tile (Level 3) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 25,691.00 | 25,691.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 25,691.00 | 0.00 |
| 34.10 | Ceramic Tile (Level 4) (Camarata) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 114,885.00 | 114,885.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 114,885.00 | 0.00 |
| 34.11 | Epoxy Terrazzo (National Terrazzo) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 210,300.00 | 210,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 210,300.00 | 0.00 |
| 34.12 | Salvage & Re-install Existing Marble Panels | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 51,463.00 | 51,463.00 | 25,731.50 | 0.00 | 0.00 | 25,731.50 | 50% | 25,731.50 | 1,286.58 |
| 34.13 | Wood Flooring | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 50,000.00 | 0.00 |
| 34.14 | Resilient & Carpet Flooring (Keller) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 173,170.00 | 173,170.00 | 90,048.40 | 0.00 | 0.00 | 90,048.40 | 52% | 83,121.60 | 4,502.42 |
| 34.15 | Painting (SPD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 181,362.50 | 181,362.50 | 18,136.25 | 9,068.13 | 0.00 | 27,204.38 | 15% | 154,158.13 | 1,360.22 |
| 34.16 | Wallcovering (SPD) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 53,637.50 | 53,637.50 | 5,363.75 | 0.00 | 0.00 | 5,363.75 | 10% | 48,273.75 | 268.19 |
| 34.17 | Floor Protection - Skudo / Ram | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 22,500.00 | 22,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 22,500.00 | 0.00 |
| 34.0 | Specialties & Equipment | | | | | | | | | | | | | | |
| 34.1 | Signage | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 86,947.00 | 86,947.00 | 4,347.35 | 0.00 | 0.00 | 4,347.35 | 5% | 82,599.65 | 217.37 |
| 34.2 | Toilet Accessories | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 29,530.00 | 29,530.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 29,530.00 | 0.00 |
| 34.3 | Mobile Storage Shelving | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 89,823.00 | 89,823.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 89,823.00 | 0.00 |
| 34.4 | Bird Control Devices | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 3,450.00 | 3,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 3,450.00 | 0.00 |
| 34.5 | Tackboards & Tackboard Cabinets | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 5,000.00 | 0.00 |
| 34.6 | Cash Drawer | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 5,000.00 | 0.00 |
| 34.7 | Pedestrian Gates | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 2,000.00 | 0.00 |
| 34.8 | Refrigerators | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 30,000.00 | 0.00 |
| 34.9 | Roller Window Shades | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 33,915.00 | 33,915.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 33,915.00 | 0.00 |
| 35.0 | Conveying Systems | | | | | | | | | | | | | | |
| 35.1 | Elevators (Otis) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 473,596.00 | 473,596.00 | 402,556.60 | 0.00 | 0.00 | 402,556.60 | 85% | 71,039.40 | 20,127.83 |
| 36.0 | Fire Protection System | | | | | | | | | | | | | | |
| 36.1 | Fire Protection System | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 303,660.00 | 303,660.00 | 261,147.60 | 0.00 | 0.00 | 261,147.60 | 86% | 42,512.40 | 13,057.38 |
| 37.0 | Mechanical - Plumbing | | | | | | | | | | | | **86%** | | |
| 37.1 | Below slab Sanitary | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 98,064.00 | 98,064.00 | 98,064.00 | 0.00 | 0.00 | 98,064.00 | 100% | 0.00 | 4,903.20 |

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **29**
APPLICATION DATE: **3/1/2025**
PERIOD TO: **3/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

| A | B | C | C | C | C | C | C | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | D E S C R I P T I O N | EXHIBIT B VALUE | CHANGE AMOUNT | EXHIBIT C VALUE | CHANGE AMOUNT | EXHIBIT E SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT F SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 37.2 | Below slab Storm | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 9,040.00 | 9,040.00 | 9,040.00 | 0.00 | 0.00 | 9,040.00 | 100% | 0.00 | 452.00 |
| 37.3 | Above slab Sanitary | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 163,671.00 | 163,671.00 | 147,303.90 | 0.00 | 0.00 | 147,303.90 | 90% | 16,367.10 | 7,365.20 |
| 37.4 | Above slab Storm | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 142,079.00 | 142,079.00 | 137,816.63 | 0.00 | 0.00 | 137,816.63 | 97% | 4,262.37 | 6,890.83 |
| 37.5 | Domestic Water | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 246,863.00 | 246,863.00 | 234,519.85 | 0.00 | 0.00 | 234,519.85 | 95% | 12,343.15 | 11,725.99 |
| 37.6 | Natural Gas | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 54,981.00 | 54,981.00 | 52,231.95 | 0.00 | 0.00 | 52,231.95 | 95% | 2,749.05 | 2,611.60 |
| 37.7 | Drains & Cleanouts | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 50,679.00 | 50,679.00 | 50,172.21 | 0.00 | 0.00 | 50,172.21 | 99% | 506.79 | 2,508.61 |
| 37.8 | Carriers | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 7,606.00 | 7,606.00 | 7,606.00 | 0.00 | 0.00 | 7,606.00 | 100% | 0.00 | 380.30 |
| 37.9 | Fixtures & punch list | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 107,044.00 | 107,044.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 107,044.00 | 0.00 |
| 37.10 | Plumbing Equipment | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 206,802.00 | 206,802.00 | 155,101.50 | 41,360.40 | 0.00 | 196,461.90 | 95% | 10,340.10 | 9,823.10 |
| 37.11 | Insulation Sub | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 50,400.00 | 50,400.00 | 47,880.00 | 0.00 | 0.00 | 47,880.00 | 95% | 2,520.00 | 2,394.00 |
| 38.0 | Mechanical - HVAC | | | | | | | | | | | | **91%** | | |
| 38.1 | HVAC Mobilization, GC's, Submittals (DerryBerry | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 139,661.00 | 139,661.00 | 139,661.00 | 0.00 | 0.00 | 139,661.00 | 100% | 0.00 | 6,983.05 |
| 38.2 | Sheet Metal (DerryBerry) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 744,936.00 | 744,936.00 | 625,746.24 | 7,449.36 | 0.00 | 633,195.60 | 85% | 111,740.40 | 31,659.78 |
| 38.3 | HVAC Controls (DerryBerry) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 212,311.00 | 212,311.00 | 167,725.69 | 12,738.66 | 0.00 | 180,464.35 | 85% | 31,846.65 | 9,023.22 |
| 38.4 | VAV's (DerryBerry) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 394,120.00 | 394,120.00 | 394,120.00 | 0.00 | 0.00 | 394,120.00 | 100% | 0.00 | 19,706.00 |
| 38.5 | RTU's (DerryBerry) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 648,172.00 | 648,172.00 | 648,172.00 | 0.00 | 0.00 | 648,172.00 | 100% | 0.00 | 32,408.60 |
| 38.6 | Testing, Adjusting, & Balancing (DerryBerry) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 67,300.00 | 67,300.00 | 3,365.00 | 0.00 | 0.00 | 3,365.00 | 5% | 63,935.00 | 168.25 |
| 39.0 | Electrical Systems | | | | | | | | | | | | **77%** | | |
| 39.01 | Move-in, Supervision, Site Power | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 146,377.00 | 146,377.00 | 112,710.29 | 0.00 | 0.00 | 112,710.29 | 77% | 33,666.71 | 5,635.51 |
| 39.02 | Switchgear | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 200,267.00 | 200,267.00 | 200,267.00 | 0.00 | 0.00 | 200,267.00 | 100% | 0.00 | 10,013.35 |
| 39.03 | EMT/BXS/Fittings | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 374,082.00 | 374,082.00 | 317,969.70 | 0.00 | 0.00 | 317,969.70 | 85% | 56,112.30 | 15,898.49 |
| 39.04 | Wire | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 234,022.00 | 234,022.00 | 210,619.80 | 0.00 | 0.00 | 210,619.80 | 90% | 23,402.20 | 10,530.99 |
| 39.05 | Light Fixtures | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 574,742.00 | 574,742.00 | 344,845.20 | 28,737.10 | 0.00 | 373,582.30 | 65% | 201,159.70 | 18,679.12 |
| 39.06 | Lighting Protection | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 152,022.00 | 152,022.00 | 76,011.00 | 22,803.30 | 0.00 | 98,814.30 | 65% | 53,207.70 | 4,940.72 |
| 39.07 | Emergency Power | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 245,888.00 | 245,888.00 | 110,649.60 | 61,472.00 | 0.00 | 172,121.60 | 70% | 73,766.40 | 8,606.08 |
| 40.0 | Low Voltage Systems | | | | | | | | | | | | **61%** | | |
| 40.1 | Communications (Advanced Connections) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 272,267.00 | 272,267.00 | 59,898.74 | 57,176.07 | 0.00 | 117,074.81 | 43% | 155,192.19 | 5,853.74 |
| 40.2 | Audio, Video & Room Control Systems (AVI-SPL) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 459,198.00 | 459,198.00 | 238,782.96 | 0.00 | 0.00 | 238,782.96 | 52% | 220,415.04 | 11,939.15 |
| 40.3 | Access Control & Video Management Systems (E | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 469,262.00 | 469,262.00 | 337,868.64 | 37,540.96 | 0.00 | 375,409.60 | 80% | 93,852.40 | 18,770.48 |
| 41.0 | Life Safety Systems | | | | | | | | | | | | | | |
| 41.1 | Fire Alarm (Kauffman) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 79,194.00 | 79,194.00 | 55,435.80 | 3,959.70 | 0.00 | 59,395.50 | 75% | 19,798.50 | 2,969.78 |
| 42.0 | Allowances & Contingencies | | | | | | | | | | | | **35%** | | |
| | **Remaining Owner Contingency** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **297,856.46** | **297,856.46** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **297,856.46** | **0.00** |
| 42.01 | ALLW #02 Additional signage at the Tax Office | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,092.14 | 2,092.14 | 2,092.14 | 0.00 | 0.00 | 2,092.14 | 100% | 0.00 | 104.61 |
| 42.02 | ALLW #05 Window Shades at All Windows | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 20,333.00 | 20,333.00 | 20,333.00 | 0.00 | 0.00 | 20,333.00 | 100% | 0.00 | 1,016.65 |
| 42.03 | ALLW #10 Additional Flagpole | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 5,300.00 | 5,300.00 | 530.00 | 0.00 | 0.00 | 530.00 | 10% | 4,770.00 | 26.50 |
| 42.04 | ALLW 11 ASI 1 Dias Elevation Change | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 12,270.00 | 12,270.00 | 12,270.00 | 0.00 | 0.00 | 12,270.00 | 100% | 0.00 | 613.50 |
| 42.05 | ALLW 15 RFI 70 Additional Terrazzo | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 43,723.00 | 43,723.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 43,723.00 | 0.00 |
| 42.06 | ALLW 16 Controls at (4) County Buildings | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 57,118.00 | 57,118.00 | 42,838.50 | 0.00 | 0.00 | 42,838.50 | 75% | 14,279.50 | 2,141.93 |
| 42.07 | ALLW 17 ASI 2 Roller Shades & Deal Trays | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 5,618.00 | 5,618.00 | 5,618.00 | 0.00 | 0.00 | 5,618.00 | 100% | 0.00 | 280.90 |
| 42.08 | ALLW 18 RFI 67 Restroom Buildout | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 101,304.00 | 101,304.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 101,304.00 | 0.00 |
| 42.09 | ALLW 20 RFI 60 Add redundancy fiber conduit | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 37,600.00 | 37,600.00 | 37,600.00 | 0.00 | 0.00 | 37,600.00 | 100% | 0.00 | 1,880.00 |

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **29**
APPLICATION DATE: **3/1/2025**
PERIOD TO: **3/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

| A | B | C | C | C | C | C | C | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | D E S C R I P T I O N | EXHIBIT B VALUE | CHANGE AMOUNT | EXHIBIT C VALUE | CHANGE AMOUNT | EXHIBIT E SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT F SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 42.10 | ALLW 25 ASI 3 Ground Transformer | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 209,150.00 | 209,150.00 | 209,150.00 | 0.00 | 0.00 | 209,150.00 | 100% | 0.00 | 10,457.50 |
| 42.11 | ALLW 25.1 ASI 3 Owner's Contingency Items | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 36,000.00 | 36,000.00 | 36,000.00 | 0.00 | 0.00 | 36,000.00 | 100% | 0.00 | 1,800.00 |
| 42.12 | ALLW 26 Added Tstats at Community Center | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 4,153.68 | 4,153.68 | 4,153.68 | 0.00 | 0.00 | 4,153.68 | 100% | 0.00 | 207.68 |
| 42.13 | ALLW 29 ASI 5 Added terrazzo county seal | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 32,015.00 | 32,015.00 | 16,007.50 | 0.00 | 0.00 | 16,007.50 | 50% | 16,007.50 | 800.38 |
| 42.14 | ALLW 040 ASI 7 Emergency Outlet Locations (O | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 101,547.00 | 101,547.00 | 101,547.00 | 0.00 | 0.00 | 101,547.00 | 100% | 0.00 | 5,077.35 |
| 42.15 | ALLW 41 RFI 141 Access controls | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,880.60 | 2,880.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 2,880.60 | 0.00 |
| 42.16 | ALLW 43 RFI 146 Elevator Controls | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 30,228.00 | 30,228.00 | 30,228.00 | 0.00 | 0.00 | 30,228.00 | 100% | 0.00 | 1,511.40 |
| 42.17 | ALLW 44 RFI 147 Gen monitoring | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 11,452.87 | 11,452.87 | 5,726.44 | 2,863.22 | 0.00 | 8,589.65 | 75% | 2,863.22 | 429.48 |
| 42.18 | ALLW 054 Stained Glass | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 170,140.00 | 170,140.00 | 17,014.00 | 0.00 | 0.00 | 17,014.00 | 10% | 153,126.00 | 850.70 |
| 42.19 | ALLW 057 RFI 109 Tax Accessor Teller Window | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 8,085.84 | 8,085.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 8,085.84 | 0.00 |
| 42.20 | ALLW 058 RFI 183 Modification to Cupola Mainte | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 45,432.82 | 45,432.82 | 9,086.56 | 0.00 | 0.00 | 9,086.56 | 20% | 36,346.26 | 454.33 |
| 42.21 | ALLW 059 Water line Exploration | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 30,000.00 | 0.00 |
| 42.22 | ALLW 060 RFI 148 Water Meter @ Community C | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,650.40 | 2,650.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 2,650.40 | 0.00 |
| 42.23 | ALLW 062 RFI 114 Marque Sign | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.24 | ALLW 063 RFI 179 Roof Ladder | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 7,842.13 | 7,842.13 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 7,842.13 | 0.00 |
| 42.25 | ALLW 064 RFI 136 Holiday Lights | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.26 | ALLW 66 RFI 150 Added Outlets for 4th floor Met | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,597.00 | 2,597.00 | 2,597.00 | 0.00 | 0.00 | 2,597.00 | 100% | 0.00 | 129.85 |
| 42.27 | ALLW 67 RFI 175 Access Hatches to Trusses | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 7,252.14 | 7,252.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 7,252.14 | 0.00 |
| 42.28 | ALLW 70 RFI 180 Added TV's on 2nd Floor | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 14,442.92 | 14,442.92 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 14,442.92 | 0.00 |
| 42.29 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.30 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.31 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.32 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.33 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.34 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.35 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.36 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **Remaining Design/Builder Contingency** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **356,801.46** | **356,801.46** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **356,801.46** | **0.00** |
| 42.51 | ALLW 21 RFI 42 Lobby Window Discrepancy | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,288.00 | 1,288.00 | 1,288.00 | 0.00 | 0.00 | 1,288.00 | 100% | 0.00 | 64.40 |
| 42.52 | ALLW 22 ASI 2 Revised Dias & plumbing | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 62,015.00 | 62,015.00 | 62,015.00 | 0.00 | 0.00 | 62,015.00 | 100% | 0.00 | 3,100.75 |
| 42.53 | ALLW 23 ASI 3 oil separator & roof drains change | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 52,023.00 | 52,023.00 | 52,023.00 | 0.00 | 0.00 | 52,023.00 | 100% | 0.00 | 2,601.15 |
| 42.54 | ALLW 24 RFI 27 Door Hardware Changes | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 38,216.00 | 38,216.00 | 38,216.00 | 0.00 | 0.00 | 38,216.00 | 100% | 0.00 | 1,910.80 |
| 42.55 | ALLW 27 ASI 4 Add wood trim around columns | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 34,623.00 | 34,623.00 | 8,655.75 | 0.00 | 0.00 | 8,655.75 | 25% | 25,967.25 | 432.79 |
| 42.56 | ALLW 28 ASI 5 Enlarged Site Ramps | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 46,598.28 | 46,598.28 | 23,299.14 | 0.00 | 0.00 | 23,299.14 | 50% | 23,299.14 | 1,164.96 |
| 42.57 | ALLW 31 RFI 91 VAV Clarification | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 6,479.96 | 6,479.96 | 6,479.96 | 0.00 | 0.00 | 6,479.96 | 100% | 0.00 | 324.00 |
| 42.58 | ALLW 32 Storefront changes @ elevations B,D, & | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 40,000.00 | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 100% | 0.00 | 2,000.00 |
| 42.59 | ALLW 33 Temp sidewalks | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 8,720.00 | 8,720.00 | 8,720.00 | 0.00 | 0.00 | 8,720.00 | 100% | 0.00 | 436.00 |
| 42.60 | ALLW 034 Stars on the railings | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 24,235.00 | 24,235.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 24,235.00 | 0.00 |
| 42.61 | ALLW 35 ASI 6 | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | -6,444.75 | -6,444.75 | -6,444.75 | 0.00 | 0.00 | -6,444.75 | 100% | 0.00 | -322.24 |
| 42.62 | ALLW 37 RFI #104 Added Dowels & Rebar | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 15,748.00 | 15,748.00 | 15,748.00 | 0.00 | 0.00 | 15,748.00 | 100% | 0.00 | 787.40 |
| 42.63 | ALLW 39 RFI 117 Cupula Shift Clarification | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 41,754.00 | 41,754.00 | 41,754.00 | 0.00 | 0.00 | 41,754.00 | 100% | 0.00 | 2,087.70 |
| 42.64 | ALLW 042 RFI 118 Change to continuous hinges | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 3,864.00 | 3,864.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 3,864.00 | 0.00 |

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **29**
APPLICATION DATE: **3/1/2025**
PERIOD TO: **3/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

| A | B | C | C | C | C | C | C | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | D E S C R I P T I O N | EXHIBIT B VALUE | CHANGE AMOUNT | EXHIBIT C VALUE | CHANGE AMOUNT | EXHIBIT E SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT F SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 42.65 | ALLW 45 RFI 162 Plumbing Chase and Ductwork | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 22,243.59 | 22,243.59 | 11,121.80 | 5,560.90 | 0.00 | 16,682.69 | 75% | 5,560.90 | 834.13 |
| 42.66 | ALLW 46 RFI 140 Millwork, Handrail, Steel Confli | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 13,000.00 | 13,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 13,000.00 | 0.00 |
| 42.67 | ALLW 47 RFI 152 Shaft Wall Requirements | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,882.76 | 2,882.76 | 2,882.76 | 0.00 | 0.00 | 2,882.76 | 100% | 0.00 | 144.14 |
| 42.68 | ALLW 49 RFI 160 VAV 3-09 | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 9,437.97 | 9,437.97 | 4,718.99 | 2,368.93 | 0.00 | 7,087.92 | 75% | 2,350.05 | 354.40 |
| 42.69 | ALLW 50 RFI 121 Vault Door Specification | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,944.00 | 2,944.00 | 2,944.00 | 0.00 | 0.00 | 2,944.00 | 100% | 0.00 | 147.20 |
| 42.70 | ALLW 51 Custom Caulk Color | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 6,491.52 | 6,491.52 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 6,491.52 | 0.00 |
| 42.71 | ALLW 52 RFI 177 GFRC Caulk Joint | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 9,788.28 | 9,788.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 9,788.28 | 0.00 |
| 42.72 | ALLW 53 RFI 172 Power To Flush Valves | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 15,188.00 | 15,188.00 | 15,188.00 | 0.00 | 0.00 | 15,188.00 | 100% | 0.00 | 759.40 |
| 42.73 | ALLW 55 RFI 155 Stained Glass Dimension Char | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 20,284.00 | 20,284.00 | 20,284.00 | 0.00 | 0.00 | 20,284.00 | 100% | 0.00 | 1,014.20 |
| 42.74 | ALLW 56 RFI 176 Cupola Lintel at Wrong Elevati | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 17,129.00 | 17,129.00 | 17,129.00 | 0.00 | 0.00 | 17,129.00 | 100% | 0.00 | 856.45 |
| 42.75 | ALLW 061 RFI 173 Exhaust Fan Missing Circuit | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 9,051.00 | 9,051.00 | 9,051.00 | 0.00 | 0.00 | 9,051.00 | 100% | 0.00 | 452.55 |
| 42.76 | ALLW 68 RFI 174 Decking over Trusses | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,910.35 | 1,910.35 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 1,910.35 | 0.00 |
| 42.77 | ALLW 69 Temporary Roof | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.78 | ALLW 71 RFI 194 Confirmation of TPO at back o | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 6,842.04 | 6,842.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 6,842.04 | 0.00 |
| 42.79 | ALLW 72 RFI 196 Additional Spray Foam at Roof | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 12,625.00 | 12,625.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 12,625.00 | 0.00 |
| 42.80 | ALLW 74 RFI 171 Octagonal Towers Interior Cor | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 7,560.04 | 7,560.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 7,560.04 | 0.00 |
| 42.81 | ALLW 75 RFI 184 Tax Accessor Teller Windows | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 9,822.50 | 9,822.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 9,822.50 | 0.00 |
| 42.82 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.83 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.84 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.85 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.86 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.87 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| 42.88 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **Remaining County Seal Allowance** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **14,012.00** | **14,012.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **14,012.00** | **0.00** |
| 42.101 | ALLW 30 County Seal, Cast Bronze | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 35,988.00 | 35,988.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 35,988.00 | 0.00 |
| 42.110 | **Remaining Asbestos Abatement Allowance** | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 50,223.00 | 50,223.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 50,223.00 | 0.00 |
| 42.111 | ALLW 1 Abatement of roof flashing | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14,470.00 | 14,470.00 | 0.00 | 0.00 | 14,470.00 | 100% | 0.00 | 723.50 |
| 42.112 | ALLW 12 - Additional Air Monitoring | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 7,000.00 | 7,000.00 | 7,000.00 | 0.00 | 0.00 | 7,000.00 | 100% | 0.00 | 350.00 |
| 42.113 | ALLW 19 - Owner Notification Fee | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 3,307.00 | 3,307.00 | 3,307.00 | 0.00 | 0.00 | 3,307.00 | 100% | 0.00 | 165.35 |
| 42.114 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **Remaining Existing Foundation Conflict** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **25,000.00** | **25,000.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **25,000.00** | **0.00** |
| 42.121 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **Remaining Overhead Support for Cleaning** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **0.00** | **0.00** |
| 42.131 | ALLW 58 RFI 183 Modification to Cupola Mainten | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 20,000.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 100% | 0.00 | 1,000.00 |
| | **Remaining Mock-up Allowance** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **25,000.00** | **25,000.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **25,000.00** | **0.00** |
| 42.141 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **Remaining Decorative Bollard Allowance** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **-6,400.00** | **-6,400.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **-6,400.00** | **0.00** |
| 42.151 | ALLW 3 Contract Decorative Bollards | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 29,400.00 | 29,400.00 | 14,700.00 | 0.00 | 0.00 | 14,700.00 | 50% | 14,700.00 | 735.00 |
| | **Remaining Permit Comment** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **59,053.00** | **59,053.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **59,053.00** | **0.00** |
| 42.161 | ALLW #13 = ASI 1 Changes per City (Civil) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 40,947.00 | 40,947.00 | 33,576.54 | 0.00 | 0.00 | 33,576.54 | 82% | 7,370.46 | 1,678.83 |
| 42.162 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |

SEDALCO CONSTRUCTION SERVICES

# 22523 Business Node Pay App #29 March 2025 (R0)

Printed 3/27/2025 5:21

Item 42.

## CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **29**
APPLICATION DATE: **3/1/2025**
PERIOD TO: **3/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

| A | B | C | C | C | C | C | C | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | D E S C R I P T I O N | EXHIBIT B VALUE | CHANGE AMOUNT | EXHIBIT C VALUE | CHANGE AMOUNT | EXHIBIT E SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT F SCHEDULED VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| | **Remaining Relocate Memorial Tree** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **0.00** | **0.00** |
| 42.171 | Contract Reallocate, store, maintain, and replant | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 50% | 5,000.00 | 250.00 |
| | **Remaining Water Meter / Backflow** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **25,000.00** | **25,000.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **25,000.00** | **0.00** |
| 42.181 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **Remaining Paving repairs Allowance** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **213,050.00** | **213,050.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **213,050.00** | **0.00** |
| 42.191 | | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **Remaining DAS / ERRCS Allowance** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **1,090.00** | **1,090.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **1,090.00** | **0.00** |
| 42.201 | ASI 9 RFI #139 ERRCS (DAS) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 48,910.00 | 48,910.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 48,910.00 | 0.00 |
| | **Remaining DAS / Cellular System** | **0.000** | **0.00** | **0.00** | **0.00** | **0.00** | **76,950.00** | **76,950.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0%** | **76,950.00** | **0.00** |
| 42.201 | ASI 9 RFI #139 Cellular (DAS) | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 108,321.00 | 108,321.00 | 0.00 | 10,832.10 | 0.00 | 10,832.10 | 10% | 97,488.90 | 541.61 |
| **43.0** | **Change Orders to Exhibit I** | | | | | | | | | | | | | | |
| 43.1 | Change Order No. 1 | 0.000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0.00 | 0.00 |
| | **NEW COURTHOUSE TOTALS** | **1,273,310.000** | **1,130,528.00** | **2,403,838.00** | **0.00** | **2,403,838.00** | **38,625,292.00** | **41,043,600.00** | **27,966,626.37** | **808,705.67** | **0.00** | **28,775,332.04** | **70%** | **12,268,267.96** | **1,035,271.77** |
| | | | | | | | | | | | | | | | |
| | **Contract Total** | **1,273,310.000** | **1,315,059.00** | **2,588,369.00** | **1,825,812.00** | **4,779,103.39** | **38,625,292.00** | **43,418,865.39** | **30,341,891.76** | **808,705.67** | **0.00** | **31,150,597.43** | **72%** | **12,268,267.96** | **1,035,271.77** |

SEDALCO
CONSTRUCTION SERVICES

# Waller County Design Build Overview

Printed on 3/27/2025 | Item 42.

**Date: 3/27/2025**

| Description | Original Contract Amount In Exhibit A 5/12/2021 | Amount Added In Exhibit B 5/2/2022 | Amount Added In Exhibit C 2/6/2023 | Amount Added In Exhibit D 4/26/2023 | Amount Added In Exhibit E 5/17/2023 | Amount Added In Exhibit E Change Order # 001 8/2/2023 | Amount Added In Exhibit E Change Order # 002 9/18/2023 | Amount Added In Exhibit F 10/4/2023 | Amount Added In Exhibit G 11/17/2023 | Amount Added In Exhibit E Change Order # 003 3/6/2024 | Amount Added In Exhibit E Change Order # 004 8/21/2024 | Amount Added In Exhibit H 12/11/2024 | Total Through Exhibit H |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Programming, Pre-Schematic, & Assessments** | | | | | | | | | | | | | |
| Programming, Pre-Schematic, & Assessments Costs | $358,353.62 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| PROGRAMMING & ASSESSMENTS TOTAL | **$358,353.62** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$358,353.62** |
| **Maintenance Node** | | | | | | | | | | | | | |
| Maintenance Node Design Services | $0.00 | $970,500.00 | ($114,476.00) | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $856,024.00 |
| Maintenance Construction Costs | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Maintenance Node Total | **$0.00** | **$970,500.00** | **($114,476.00)** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$856,024.00** |
| **BUSINESS NODE** | | | | | | | | | | | | | |
| Courthouse Design Services | $0.00 | $1,273,310.00 | $1,130,528.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,403,838.00 |
| Courthouse Construction Costs | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,639,762.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| *Courthouse Total* | *$0.00* | *$1,273,310.00* | *$1,130,528.00* | *$0.00* | *$0.00* | *$0.00* | *$0.00* | *$38,639,762.00* | *$0.00* | *$0.00* | *$0.00* | *$0.00* | *$41,043,600.00* |
| Swing Space Design Services | $0.00 | $0.00 | $184,531.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $184,531.00 |
| Swing Space Construction Costs | $0.00 | $0.00 | $0.00 | $0.00 | $1,825,812.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,825,812.00 |
| Swing Space Change Order # 001 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $122,435.85 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $122,435.85 |
| Swing Space Change Order # 002 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $233,968.97 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $233,968.97 |
| Swing Space Change Order # 003 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $12,878.13 | $0.00 | $0.00 | $12,878.13 |
| Swing Space Change Order # 004 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | ($4,360.56) | $0.00 | ($4,360.56) |
| *Swing Space Total* | *$0.00* | *$0.00* | *$184,531.00* | *$0.00* | *$1,825,812.00* | *$122,435.85* | *$233,968.97* | *$0.00* | *$0.00* | *$12,878.13* | *($4,360.56)* | *$0.00* | *$2,375,265.39* |
| Business Node Totals | **$0.00** | **$1,273,310.00** | **$1,315,059.00** | **$0.00** | **$1,825,812.00** | **$122,435.85** | **$233,968.97** | **$38,639,762.00** | **$0.00** | **$12,878.13** | **($4,360.56)** | **$0.00** | **$43,418,865.39** |
| **Judicial Node** | | | | | | | | | | | | | |
| Justice Tower Design Services | $0.00 | $3,572,550.00 | $2,015,777.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $5,588,327.00 |
| Justin Tower Construction Costs | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Judicial Node Total | **$0.00** | **$3,572,550.00** | **$2,015,777.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$5,588,327.00** |
| **Macerator, Hoist, & Valve** | | | | | | | | | | | | | |
| Macerator, Hoist, & Valve Design Services | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Macerator, Hoist, & Valve Construction Costs | $0.00 | $0.00 | $0.00 | $264,316.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $264,316.00 |
| Macerator, Hoist, & Valve Totals | **$0.00** | **$0.00** | **$0.00** | **$264,316.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$264,316.00** |
| **506 Upgrades & Modular Building** | | | | | | | | | | | | | |
| 506 Upgrades & Modular Building Design Services | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $230,921.00 | $0.00 | $0.00 | $0.00 | $230,921.00 |
| 506 Upgrades & Modular Building Construction Costs | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $4,053,707.00 | $4,053,707.00 |
| 506 Upgrades & Modular Building Totals | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$230,921.00** | **$0.00** | **$0.00** | **$4,053,707.00** | **$4,284,628.00** |
| **Design Build Contract Total** | **$358,353.62** | **$5,816,360.00** | **$3,216,360.00** | **$264,316.00** | **$1,825,812.00** | **$122,435.85** | **$233,968.97** | **$38,639,762.00** | **$230,921.00** | **$12,878.13** | **($4,360.56)** | **$4,053,707.00** | **$54,770,514.01** |

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12729

**To Owner:** Waller County
836 Austin Street, Suite 103
Hempstead, TX 77445

**Project:** 23543. Waller County 506 Upgrades & Modular Building

**Application No. :** 13

**Period To:** 3/31/2025

**Distribution to :**
☒ Owner
☐ Architect
☐ Contractor
☐
☐

**From Contractor:** SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

**Via Architect:** Brinkley Sargent Wiginton Arch

**Project Nos:** 22108.04

**Contract For:** New Construction

**Contract Date:** 11/7/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

| | | |
|---|---|---|
| 1. Original Contract Sum | | $230,921.00 |
| 2. Net Change By Change Order | | $3,822,786.00 |
| 3. Contract Sum To Date | | $4,053,707.00 |
| 4. Total Completed and Stored To Date | | $1,709,740.52 |
| 5. Retainage: | | |
| a. 3.78% of Completed Work | $64,712.35 | |
| b. 0.00% of Stored Material | $0.00 | |
| Total Retainage | | $64,712.35 |
| 6. Total Earned Less Retainage | | $1,645,028.17 |
| 7. Less Previous Certificates For Payments | | $720,697.96 |
| 8. Current Payment Due | | $924,330.21 |
| 9. Balance To Finish, Plus Retainage | | $2,408,678.83 |

| CHANGE ORDER SUMMARY | Additions | Deductions |
|---|---|---|
| Total changes approved in previous months by Owner | $3,822,786.00 | $0.00 |
| Total Approved this Month | $0.00 | $0.00 |
| TOTALS | $3,822,786.00 | $0.00 |
| Net Changes By Change Order | **$3,822,786.00** | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 3/28/2025

State of: Texas
County of: Tarrant
Subscribed and sworn to before me this 28th day of March 2025
Notary Public: Kim Vaughan
My Commission expires: May 27, 2028

KIM VAUGHAN
Notary Public
STATE OF TEXAS
Notary ID # 132493942
My Comm. Exp. May 27, 2028

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $924,330.21

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**

By: _____ Date: 4/1/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED DANNY ROTHE WC/DF/CM 4/1/2025

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **13**
APPLICATION DATE: **1-Mar-25**
PERIOD TO: **31-Mar-25**
ARCHITECT'S PROJECT NO.: **22108.04**

| A | B | C | | | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT H VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 1 | Waller County 506 Upgrades & Modular Building Design | | | | | | | | | | |
| 1.1 | BSW Design Fees | 203,800.00 | 194,272.00 | 398,072.00 | 187,883.66 | 210,188.34 | | 398,072.00 | 100% | 0.00 | 0.00 |
| 1.2 | 506 Reimbursable Allowance (per Exhibit J) | 10,000.00 | 5,000.00 | 15,000.00 | 300.45 | 0.00 | | 300.45 | 2% | 9,699.55 | 0.00 |
| 1.3 | Preconstruction Services (per Exhibit G) | 7,500.00 | 0.00 | 7,500.00 | 7,500.00 | 0.00 | | 7,500.00 | 100% | 0.00 | 0.00 |
| 1.4 | OH&P (Design) | 9,621.00 | 0.00 | 9,621.00 | 9,621.00 | 0.00 | | 9,621.00 | 100% | 0.00 | 0.00 |
| 2 | General Field Expenses | | | | | | | | | | |
| 2.1 | General Conditions | 0.00 | 742,947.00 | 742,947.00 | 245,172.51 | 81,724.17 | | 326,896.68 | 44% | 416,050.32 | 16344.83 |
| 2.2 | Insurance | 0.00 | 20,636.00 | 20,636.00 | 20,636.00 | 0.00 | | 20,636.00 | 100% | 0.00 | 1031.80 |
| 2.3 | Subcontractor Bonds/SDI | 0.00 | 37,013.00 | 37,013.00 | 37,013.00 | 0.00 | | 37,013.00 | 100% | 0.00 | 1850.65 |
| 2.3 | Payment & Performance Bonds | 0.00 | 59,054.00 | 59,054.00 | 59,054.00 | 0.00 | | 59,054.00 | 100% | 0.00 | 2952.70 |
| 2.4 | Mobilization & Temporary Construction Facilities | 0.00 | 40,000.00 | 40,000.00 | 40,000.00 | 0.00 | | 40,000.00 | 100% | 0.00 | 2000.00 |
| 2.5 | Final Clean | 0.00 | 9,421.00 | 9,421.00 | 0.00 | 0.00 | | 0.00 | 0% | 9,421.00 | 0.00 |
| 2.6 | OH&P (Construction) | 0.00 | 146,830.00 | 146,830.00 | 27,037.90 | 26,354.26 | | 53,392.16 | 36% | 93,437.84 | 2669.61 |
| 3 | Civil & Site Improvements | | | | | | | | | | |
| 3.1 | SWPPP | 0.00 | 16,510.00 | 16,510.00 | 16,510.00 | 0.00 | | 16,510.00 | 100% | 0.00 | 825.50 |
| 3.2 | Site Utilities - Joe Kuciemba | 0.00 | 31,920.00 | 31,920.00 | 0.00 | 11,172.00 | | 11,172.00 | 35% | 20,748.00 | 558.60 |
| 3.3 | Site Utilities - Justice Center | 0.00 | 109,990.00 | 109,990.00 | 0.00 | 43,996.00 | | 43,996.00 | 40% | 65,994.00 | 2199.80 |
| 3.4 | Dirt Work - Joe Kuciemba | 0.00 | 67,440.00 | 67,440.00 | 0.00 | 0.00 | | 0.00 | 0% | 67,440.00 | 0.00 |
| 3.5 | Dirt Work - Justice Center | 0.00 | 120,600.00 | 120,600.00 | 58,491.00 | 24,843.60 | | 83,334.60 | 69% | 37,265.40 | 4166.73 |
| 3.6 | Concrete - Joe Kuciemba | 0.00 | 81,978.00 | 81,978.00 | 0.00 | 57,384.60 | | 57,384.60 | 70% | 24,593.40 | 2869.23 |
| 3.7 | Concrete - Justice Center | 0.00 | 221,440.00 | 221,440.00 | 0.00 | 177,152.00 | | 177,152.00 | 80% | 44,288.00 | 8857.60 |
| 3.8 | Asphalt - Joe Kuciemba | 0.00 | 78,664.00 | 78,664.00 | 0.00 | 0.00 | | 0.00 | 0% | 78,664.00 | 0.00 |
| 3.9 | Asphalt - Justice Center | 0.00 | 117,996.00 | 117,996.00 | 0.00 | 0.00 | | 0.00 | 0% | 117,996.00 | 0.00 |
| 3.10 | Pavement Markings - Joe Kuciemba | 0.00 | 8,610.00 | 8,610.00 | 0.00 | 0.00 | | 0.00 | 0% | 8,610.00 | 0.00 |
| 3.11 | Pavement Markings - Justice Center | 0.00 | 5,230.00 | 5,230.00 | 0.00 | 0.00 | | 0.00 | 0% | 5,230.00 | 0.00 |
| 4 | Permanent Fencing | | | | | | | | | | |
| 4.1 | Chain Link Fencing & Gates - Joe Kuciemba | 0.00 | 19,686.00 | 19,686.00 | 0.00 | 0.00 | | 0.00 | 0% | 19,686.00 | 0.00 |
| 4.2 | Chain Link Fencing & Gates - Justice Center | 0.00 | 45,934.00 | 45,934.00 | 0.00 | 0.00 | | 0.00 | 0% | 45,934.00 | 0.00 |
| 5 | Modular Building Accessories | | | | | | | | | | |
| 5.1 | Milestone Payment #1 - 20% Due at Signing | 0.00 | 53,797.80 | 53,797.80 | 7,500.00 | 46,297.80 | | 53,797.80 | 100% | 0.00 | 2689.89 |
| 5.2 | Milestone Payment #2 - 20% Due at Start of Work | 0.00 | 53,797.80 | 53,797.80 | 0.00 | 53,797.80 | | 53,797.80 | 100% | 0.00 | 2689.89 |
| 5.3 | Milestone Payment #3 - 10% at Start of Decks, Ramps, Steps & Fencing Work at (2) 24x60 Units | 0.00 | 26,898.90 | 26,898.90 | 0.00 | 0.00 | | 0.00 | 0% | 26,898.90 | 0.00 |
| 5.4 | Milestone Payment #4 - 15% at Substantial Completion of (2) 24x60 Units | 0.00 | 40,348.35 | 40,348.35 | 0.00 | 0.00 | | 0.00 | 0% | 40,348.35 | 0.00 |
| 5.5 | Milestone Payment #5 - 10% at Start of Decks, Ramps, Steps & Fencing Work at Triple & Quadruple Wide Units | 0.00 | 26,898.90 | 26,898.90 | 0.00 | 0.00 | | 0.00 | 0% | 26,898.90 | 0.00 |
| 5.6 | Milestone Payment #6 - 15% at Substantial Completion of Triple & Quadruple Wide Units | 0.00 | 40,348.35 | 40,348.35 | 0.00 | 0.00 | | 0.00 | 0% | 40,348.35 | 0.00 |
| 5.7 | Milestone Payment #7 - 10% at Substantial Completion of Project | 0.00 | 26,898.90 | 26,898.90 | 0.00 | 0.00 | | 0.00 | 0% | 26,898.90 | 0.00 |
| 6 | Roofing | | | | | | | | | | |
| 6.1 | Roofing - Justice Center | 0.00 | 20,898.00 | 20,898.00 | 0.00 | 0.00 | | 0.00 | 0% | 20,898.00 | 0.00 |
| 7 | Doors and Hardware | | | | | | | | | | |
| 7.1 | Doors, Frames & Hardware - Justice Center | 0.00 | 3,750.00 | 3,750.00 | 0.00 | 0.00 | | 0.00 | 0% | 3,750.00 | 0.00 |

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **13**
APPLICATION DATE: **1-Mar-25**
PERIOD TO: **31-Mar-25**
ARCHITECT'S PROJECT NO.: **22108.04**

| A | B | C | | | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT H VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 8 | Glass & Glazing | | | | | | | | | | |
| 8.1 | Storefront Frame & Glass | 0.00 | 44,800.00 | 44,800.00 | 4,000.00 | 0.00 | | 4,000.00 | 9% | 40,800.00 | 200.00 |
| 8.2 | Window Film | 0.00 | 7,500.00 | 7,500.00 | 0.00 | 0.00 | | 0.00 | 0% | 7,500.00 | 0.00 |
| 9 | Finishes | | | | | | | | | | |
| 9.1 | Metal Stud Framing & Gyp. Board | 0.00 | 26,003.00 | 26,003.00 | 0.00 | 0.00 | | 0.00 | 0% | 26,003.00 | 0.00 |
| 9.2 | Acoustical Ceilings & Linear Metal Ceilngs | 0.00 | 46,274.00 | 46,274.00 | 0.00 | 0.00 | | 0.00 | 0% | 46,274.00 | 0.00 |
| 9.3 | Painting | 0.00 | 8,950.00 | 8,950.00 | 0.00 | 0.00 | | 0.00 | 0% | 8,950.00 | 0.00 |
| 9.4 | Floor Protection | 0.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00 | | 0.00 | 0% | 15,000.00 | 0.00 |
| 9.5 | Dancefloor Scaffolding | 0.00 | 32,888.00 | 32,888.00 | 0.00 | 0.00 | | 0.00 | 0% | 32,888.00 | 0.00 |
| 10 | Plumbing | | | | | | | | | | |
| 10.1 | Plumbing - Joe Kuciemba | 0.00 | 21,420.00 | 21,420.00 | 0.00 | 10,710.00 | | 10,710.00 | 0% | 10,710.00 | 535.50 |
| 10.2 | Plumbing - Justice Center | 0.00 | 39,780.00 | 39,780.00 | 0.00 | 19,890.00 | | 19,890.00 | 0% | 19,890.00 | 994.50 |
| 11 | Mechanical (HVAC) | | | | | | | | | | |
| 11.1 | Mechanical Demolition | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00 | | 0.00 | 0% | 5,000.00 | 0.00 |
| 11.2 | Equipment - Material | 0.00 | 111,700.00 | 111,700.00 | 0.00 | 0.00 | | 0.00 | 0% | 111,700.00 | 0.00 |
| 11.3 | Equipment - Labor | 0.00 | 54,600.00 | 54,600.00 | 0.00 | 0.00 | | 0.00 | 0% | 54,600.00 | 0.00 |
| 11.4 | Ductwork - Material | 0.00 | 81,150.00 | 81,150.00 | 0.00 | 0.00 | | 0.00 | 0% | 81,150.00 | 0.00 |
| 11.5 | Ductwork - Labor | 0.00 | 27,050.00 | 27,050.00 | 0.00 | 0.00 | | 0.00 | 0% | 27,050.00 | 0.00 |
| 11.6 | Test and Balance | 0.00 | 4,034.00 | 4,034.00 | 0.00 | 0.00 | | 0.00 | 0% | 4,034.00 | 0.00 |
| 12 | Electrical | | | | | | | | | | |
| 12.1 | Electrical - Joe Kuciemba | 0.00 | 76,566.00 | 76,566.00 | 3,828.30 | 43,642.62 | | 47,470.92 | 62% | 29,095.08 | 2373.55 |
| 12.2 | Electrical - Justice Center | 0.00 | 214,386.00 | 214,386.00 | 17,150.88 | 47,336.43 | | 64,487.31 | 30% | 149,898.69 | 3224.37 |
| 12.3 | Site Electrical - Justice Center | 0.00 | 15,313.00 | 15,313.00 | 6,125.20 | 4,750.00 | | 10,875.20 | 71% | 4,437.80 | 543.76 |
| 13 | Access Control | | | | | | | | | | |
| 13.1 | Access Control - Joe Kuciemba | 0.00 | 17,435.00 | 17,435.00 | 0.00 | 0.00 | | 0.00 | 0% | 17,435.00 | 0.00 |
| 13.2 | Access Control - Justice Center | 0.00 | 40,683.00 | 40,683.00 | 0.00 | 0.00 | | 0.00 | 0% | 40,683.00 | 0.00 |
| **14** | **Allowances & Contigencies** | | | | | | | | | | |
| **14.1.O** | **Owner's Contingency - Original** | **0.00** | **[129,969.00]** | **[129,969.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| 14.1.1 | Allowance #6 - Overrun of Budget for Data @ Modulars | 0.00 | 34,148.00 | 34,148.00 | 0.00 | 34,148.00 | | 34,148.00 | 100% | 0.00 | 1707.40 |
| **14.1.R** | **Owner's Contingency - Remaining** | **0.00** | **95,821.00** | **95,821.00** | **0.00** | **0.00** | | **0.00** | **100%** | **95,821.00** | **0.00** |
| **14.2.O** | **Design-Builder Contingency - Original** | **0.00** | **[97,477.00]** | **[97,477.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| **14.2.R** | **Design-Builder Contingency - Remaining** | **0.00** | **97,477.00** | **97,477.00** | **0.00** | **0.00** | | **0.00** | **0%** | **97,477.00** | **0.00** |
| **14.3.O** | **Fire Alarm System - Kuciemba Mods. - Original** | **0.00** | **[15,000.00]** | **[15,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| 14.3.1 | Allowance #1 - Fire Alarm Buyout | 0.00 | 8,550.00 | 8,550.00 | 0.00 | 8,550.00 | | 8,550.00 | 100% | 0.00 | 427.50 |
| **14.3.R** | **Fire Alarm System - Kuciemba Mods. - Remaining** | **0.00** | **6,450.00** | **6,450.00** | **0.00** | **0.00** | | **0.00** | **0%** | **6,450.00** | **0.00** |
| **14.4.O** | **Fire Alarm System - Justice Center Mods. - Origina** | **0.00** | **[20,000.00]** | **[20,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| 14.4.1 | Allowance #2 - Fire Alarm Buyout | 0.00 | 16,000.00 | 16,000.00 | 0.00 | 16,000.00 | | 16,000.00 | 100% | 0.00 | 800.00 |
| **14.4.R** | **Fire Alarm System - Kuciemba Mods. - Remaining** | **0.00** | **4,000.00** | **4,000.00** | **0.00** | **0.00** | | **0.00** | **0%** | **4,000.00** | **0.00** |
| **14.5.O** | **Misc. Signage - Original** | **0.00** | **[5,000.00]** | **[5,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| **14.5.R** | **Misc. Signage - Remaining** | **0.00** | **5,000.00** | **5,000.00** | **0.00** | **0.00** | | **0.00** | **0%** | **5,000.00** | **0.00** |
| **14.6.O** | **Data at Modulars - Original** | **0.00** | **[25,000.00]** | **[25,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| 14.6.1 | Allowance #6 - Revised Data Quote from Telomack | 0.00 | 25,000.00 | 25,000.00 | 0.00 | 25,000.00 | | 25,000.00 | 100% | 0.00 | 1250.00 |
| **14.6.R** | **Data at Modulars - Remaining** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| **14.7.O** | **Concrete Foundation Design Change - Original** | **0.00** | **[30,000.00]** | **[30,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |

# CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **13**
APPLICATION DATE: **1-Mar-25**
PERIOD TO: **31-Mar-25**
ARCHITECT'S PROJECT NO.: **22108.04**

| A | B | C | | | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | SCHEDULED VALUE | CHANGE AMOUNT | EXHIBIT H VALUE | WORK COMPLETED FROM PREV APPLICATIONS (D+E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
| **14.7.R** | **Concrete Foundation Design Change - Remaining** | **0.00** | **30,000.00** | **30,000.00** | **0.00** | **0.00** | | **0.00** | **0%** | **30,000.00** | **0.00** |
| **14.8.O** | **Landscaping - Original** | **0.00** | **[25,000.00]** | **[25,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| **14.8.R** | **Landscaping - Remaining** | **0.00** | **25,000.00** | **25,000.00** | **0.00** | **0.00** | | **0.00** | **0%** | **25,000.00** | **0.00** |
| **14.9.O** | **Test and Balance - Original** | **0.00** | **[10,000.00]** | **[10,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| **14.9.R** | **Test and Balance -Remaining** | **0.00** | **10,000.00** | **10,000.00** | **0.00** | **0.00** | | **0.00** | **0%** | **10,000.00** | **0.00** |
| **14.10.O** | **Unkwn. City Permit Comments - Original** | **0.00** | **[100,000.00]** | **[100,000.00]** | **0.00** | **0.00** | | **0.00** | **0%** | **0.00** | **0.00** |
| 14.10.1 | Allowance #3 - Buyout - Concrete Foundations for Joe Kuciemba Modulars & Added Sidewalks | 0.00 | 46,890.00 | 46,890.00 | 0.00 | 46,890.00 | | 46,890.00 | 100% | 0.00 | 2344.50 |
| 14.10.2 | Allowance #5 - Credit to Allowance, Revised Concrete Design | 0.00 | (27,911.00) | (27,911.00) | 0.00 | (27,911.00) | | (27,911.00) | 100% | 0.00 | -1395.55 |
| **14.10.R** | **Unkwn. City Permit Comments - Remaining** | **0.00** | **81,021.00** | **81,021.00** | **0.00** | **0.00** | | **0.00** | **0%** | **81,021.00** | **0.00** |
| | **Contract Total - Per Exhibit H Change** | **230,921.00** | **3,822,786.00** | **4,053,707.00** | **747,823.90** | **961,916.62** | **0.00** | **1,709,740.52** | **42%** | **2,343,966.48** | **64712.35** |

| | |
|---|---|
| Modular Building Design - Not Subject to Retainage | $210,188.34 |
| Modular Building Design General Conditions - Not Subject to Retainage | $0.00 |
| Modular Building Construction - Subject to Retainage | $751,728.28 |
| Retainage Withheld | $37,586.41 |
| **Amount Certified (Payment Due)** | **$924,330.21** |

| **Allowance & Contigncy Recap** | | | |
|---|---|---|---|
| | Starting Balance | Approved Changes | Remaining Balance |
| Owner's Contingency | 129,969.00 | (34,148.00) | 95,821.00 |
| Contractor/Designer Contingency | 97,477.00 | 0.00 | 97,477.00 |
| Contract Allowances | 230,000.00 | (68,529.00) | 161,471.00 |
| **Totals** | **457,446.00** | **(102,677.00)** | **354,769.00** |

AMERICAN FIRE SYSTEMS INC.
PROTECTING WHAT YOU VALUE MOST

March 13, 2024

**Waller County**
**Cynthia Wilson**
O: 979-826-7737 EXT. 2139
C: 936-727-3672
Cindy.wilson@wallercounty.us

**DESCRIPTION:** **Waller County Buildings Identified in Exhibit A, 3 Year Fire Alarm Service Agreement**

**PRICING**:

Thank you for the opportunity to submit the proposed agreement this date, between American Fire Systems, Inc., ("AFS") and **Waller County,** ("Customer"). This Proposal shall become a binding agreement of AFS and Customer upon its execution.

AFS proposes to furnish labor and materials to complete the scope of work as outlined below at the address noted above for the sum identified herein. All qualifications and exceptions are outlined in this scope letter. Our quotation for this work is as follows:

| Item | Quantity | Unit Price | Ext. Amount |
|---|---|---|---|
| Service Call | By the hour | 120.00 | 120.00 |
| After Hours Service Call | 3-hour minimum | 120.00 | 360.00 |
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**SCOPE OF WORK**

1. American Fire Systems will perform service and maintenance calls to the fire alarm systems at Waller County owned buildings as needed per the agreed upon terms and conditions between AFS and Waller County for a period of 3- years, beginning on May 1, 2025.
2. Work shall be performed between the hours of 7:30am and 4:00pm Monday through Friday, excluding weekends and holidays.
3. **ALL parts are additional to the service hourly rates.**
4. ***Subcontractor pricing for proprietary systems parts or programming will be at additionally proposed costs that will require prior written approval from Waller County in addition to this agreement.***

**EXCLUSIONS**

1. If an authority having jurisdiction (AHJ) requires any additional equipment, AFS will provide such equipment at an additional cost to the Customer, provided that Customer receives prior written notice of the additional requirement.
2. Patching or repairing drywall, concrete driveway, block, brick, asphalt, ceiling titles, or gypsum board of any kind, unless the damage is caused by AFS, or their employees, agents, or subcontractors, and is of the kind that does not normally occur in the performance of the work.
3. Painting, repairing, or touching up in preparation for painting.
4. Cleanup of any slurry or discoloration that may be caused by saw cutting or coring.
5. Concrete or Driveway Patching.
6. Fire Stopping of any kind.
7. Repairing or replacing any landscaping, plants, grass, or trees.
8. Underground Conduit and cable raceways.
9. Any 120VAC electrical work.
10. This Agreement is not for a public work, therefore the Davis-Bacon Act does not apply.

**STANDARD TERMS AND CONDITIONS:**

AFS's understanding of the project requirements are identified in the "Scope of Work" and "Exclusions" stated above. AFS will agree to a contractual agreement based on those representations.

**All panels and devices that are provided, installed, or replaced, during a Service or Maintenance, come with a 180-day warranty that does not cover Acts of God, weather related damage, or other external damage causes, such as power washing, resident damage, painters, etc.**

This proposal is valid for **30 days** from this date and may be deemed void at the option of AFS after that time.

This Service Authorization Agreement (the "Agreement") between the Customer and American Fire Systems, Inc. ("AFS") represents the contract between the parties for the work or services described above (the "Work"). Customer agrees to pay for the Work requested by and performed for Customer as authorized by the Agreement.

Notwithstanding anything to the contrary contained in this agreement, American Fire Systems, Inc. shall not be liable for any indirect, incidental or consequential damages, or for the negligence of others. AFS shall not be liable for any deficiencies and defects which are latent or concealed leading to failure of the systems and/or equipment while in the course of servicing, inspecting and/or testing under the terms of this agreement.

AFS shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Word prior to commencing the Work. AFS shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Work to be performed pursuant to this Agreement.

**Payment for Services Rendered:** Will be billed according to Schedule of Values (SOV) and is due within 30 days of being received by the County Auditor, unless the charge is in dispute. AFS may impose an interest charge of 1.5% on a delinquent payment or the highest rate allowed by applicable law, whichever is lower. A charge that is in dispute will not be considered delinquent until the dispute is resolved. Any amount of time the charge is in dispute will not be considered in the interest calculation.

AFS understands that Customer is a governmental entity, and that Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any obligations that arise under this Agreement past the end of the current Waller County fiscal year shall be subject to approval. The continuation of this Agreement past the current Waller County fiscal year is contingent on

the appropriation of funds by the Waller County Commissioners Court. If for any reason funds are not appropriated to continue the Agreement, the Agreement shall become null and void on the last day of the current appropriation of funds.

This Agreement and all transactions between AFS and the Customer shall be governed and construed in all aspects in accordance with the laws of the State of Texas. Any legal action, dispute, or proceeding arising from or in connection with this Work Order for the collection of any sums payable to AFS shall be brought and maintained exclusively in the state courts of the State of Texas, and Customer hereby consents to such personal jurisdiction within the State of Texas. Venue shall lie in Waller County, Texas for any such legal action or proceedings that arise hereunder.

AFS shall receive payment for any additional labor, materials, supplies, or other expense that may arise due to any change, amendment, modification or alteration authorized by Customer or its agents that materially alters and/or modifies the description or scope of the AFS contemplated hereby.

Any modification to this Agreement must be made in writing and signed by both AFS and Customer.

Any and all claims, disputes, and matters arising out of or relating to this Agreement shall be governed by the law of the state of Texas and shall be resolved as follows: Any and all disputes between AFS and Customer shall be resolved in the proper Court of Waller County, Texas.

This proposal must be signed and returned by someone with the authority to do so.

Either party may terminate this contract for cause or convenience by providing 30 days written notice to the other party. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The Customer shall compensate AFS in accordance with the terms of this Agreement for work properly performed prior to the date of termination specified in the notice. AFS shall not be entitled to lost or anticipated profits should Customer choose to exercise its option to terminate.

Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To AFS:

This Agreement does not inure to the benefit of any third party, except permitted successors and assigns.

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

**We appreciate the opportunity to provide you with this quotation and look forward to working with you.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

Date: _____

Carbett "Trey" J. Duhon, III
Waller County Judge

Date: 4/3/2025

AFS Owner/Agent of Owner Signature
Title: EVP

Thank you,

**Devin Hester**
**Low Voltage Service Dept. Manager**
14205 Westfair West Dr
Houston, TX 77041
Office: 713-466-9898
Cell: 832-553-2152
E-mail: dhester@americanfiresys.com

# EXHIBIT A

Services identified shall be provided as applicable for the following buildings:

1. Waller County Sheriff's Office
   100 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
2. Waller County Jail
   300 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
3. 506th District Courthouse
   400 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
4. Justice of the Peace, Precinct 4 Annex
   32225 US Highway 90 Business
   Brookshire, Texas 77423
5. Waller County Community Center
   21274 FM 1098
   Prairie View, Texas 77446

AMERICAN FIRE SYSTEMS INC.
PROTECTING WHAT YOU VALUE MOST

March 13, 2024

**Waller County**
**Cynthia Wilson**
O: 979-826-7737 EXT. 2139
C: 936-727-3672
Cindy.wilson@wallercounty.us

**DESCRIPTION:** **Waller County Buildings Identified in Exhibit A, 3 Year Fire Sprinkler Agreement**

**PRICING:**

Thank you for the opportunity to submit the proposed agreement this date, between American Fire Systems, Inc., ("AFS") and **Waller County,** ("Customer"). This Proposal shall become a binding agreement of AFS and Customer upon its execution.

AFS proposes to furnish labor and materials to complete the scope of work as outlined below at the address noted above for the sum of all qualifications and exceptions are outlined in this scope letter. Our quotation for this work is as follows:

| Item | Quantity | Unit Price | Ext. Amount |
|---|---|---|---|
| Service Call | By the hour | 120.00 | 120.00 |
| After Hours Service Call | 3-hour minimum | 120.00 | 360.00 |
| | | | |
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**SCOPE OF WORK**

1. American Fire Systems will perform service and maintenance calls to the fire sprinkler systems at Waller County owned buildings as needed per the agreed upon terms and conditions between AFS and Waller County for a period of 3- years, beginning on May 1, 2025.
2. Work shall be performed between the hours of 7:30am and 4:00pm Monday through Friday, excluding weekends and holidays.
3. **ALL parts are additional to the service hourly rates.**

**EXCLUSIONS**

1. If an authority having jurisdiction (AHJ) requires any additional equipment, AFS will provide such equipment at an additional cost to the customer, provided that Customer receives prior written notice of the additional requirement.
2. This agreement is not for a public work, therefore the Davis-Bacon Act does not apply.

**STANDARD TERMS AND CONDITIONS:**

AFS' s understanding of the project requirements are identified in the "Scope of Work" and "Exclusions" stated above. AFS will agree to a contractual agreement based on those representations.

**All panels and devices that are provided, installed, or replaced, during a Service or Maintenance, come with a 180-day warranty that does not cover Acts of God, weather related damage, or other external damage causes, such as power washing, resident damage, painters, etc.**

This proposal is valid for **30 days** from this date and may be deemed void at the option of AFS after that time.

This Service Authorization Agreement (the "Agreement") between the Customer and American Fire Systems, Inc. ("AFS") represents the contract between the parties for the work or services described above (the "Work"). Customer agrees to pay for the Work requested by and performed for Customer as authorized by the Agreement.

Notwithstanding anything to the contrary contained in this agreement, American Fire Systems, Inc. shall not be liable for any indirect, incidental or consequential damages, or for the negligence of others. AFS shall not be liable for any deficiencies and defects which are latent or concealed leading to failure of the systems and/or equipment while in the course of servicing, inspecting and/or testing under the terms of this agreement.

AFS shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Work prior to commencing the Work. AFS shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Work to be performed pursuant to this Agreement.

**Payment for Services Rendered:** Will be billed according to Schedule of Values (SOV) and is due within 30 days of being received by the County Auditor, unless the charge is in dispute. AFS may impose an interest charge of 1.5% on a delinquent payment or the highest rate allowed by applicable law, whichever is lower. A charge that is in dispute will not be considered delinquent until the dispute is resolved. Any amount of time the charge is in dispute will not be considered in the interest calculation.

AFS understands that Customer is a governmental entity, and that Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any obligations that arise under this Agreement past the end of the current Waller County fiscal year shall be subject to approval. The continuation of this Agreement past the current Waller County fiscal year is contingent on the appropriation of funds by the Waller County Commissioners Court. If for any reason funds are not appropriated to continue the Agreement, the Agreement shall become null and void on the last day of the current appropriation of funds.

This Agreement and all transactions between AFS and the Customer shall be governed and construed in all aspects in accordance with the laws of the State of Texas. Any legal action, dispute, or proceeding arising from or in connection with this Work Order for the collection of any sums payable to AFS shall be brought and maintained exclusively in the state courts of the State of Texas, and Customer hereby consents to such personal jurisdiction within the State of Texas. Venue shall lie in Waller County, Texas for any such legal action or proceedings that arise hereunder.

AFS shall receive payment for any additional labor, materials, supplies, or other expense that may arise due to any change, amendment, modification, or alteration authorized by Customer or its agents that materially alters and/or modifies the description or scope of the AFS contemplated hereby.

Any modification to this Agreement must be made in writing and signed by both AFS and Customer.

Any and all claims, dispute, and matters arising out of or relating to this Agreement shall be governed by the law of the state of Texas and shall be resolved as follows: Any and all disputes between AFS and Customer shall be resolved in the proper Court of Waller County, Texas.

This proposal must be signed and returned by someone with the authority to do so.

Either party may terminate this contract for cause or convenience by providing 30 days written notice to the other party. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The Customer shall compensate AFS in accordance with the terms of this Agreement for work properly performed prior to the date of termination specified in the notice. AFS shall not be entitled to lost or anticipated profits should Customer choose to exercise its option to terminate.

Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:
Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To AFS:

This Agreement does not inure to the benefit of any third party, except permitted successors and assigns.

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

**We appreciate the opportunity to provide you with this quotation and look forward to working with you.**

_____ Date: _____
Carbett "Trey" J. Duhon, III
Waller County Judge

_____ Date: 4/3/2025
Owner/Agent of Owner Signature:
Title: EVP

Thank you,

**David Lankford**
**Fire Sprinkler Service Department Manager**

14205 Westfair West Dr
Houston, TX 77041
Office: 713-466-9898
E-mail: dlankford@americanfiresys.com

# EXHIBIT A

Services identified shall be provided as applicable for the following buildings:

1. Waller County Kuciemba Annex
   425 FM 1488
   Hempstead, Texas 77445
2. 506th District Courthouse
   400 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
3. Waller County Sheriff's Office
   100 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
4. Waller County Jail
   300 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
5. Justice of the Peace, Precinct 4
   32225 US Highway 90 Business
   Brookshire, Texas 77423

AMERICAN FIRE SYSTEMS INC.
PROTECTING WHAT YOU VALUE MOST

March 13, 2024

**Waller County**
**Cynthia Wilson**
O: 979-826-7737 EXT. 2139
C: 936-727-3672
Cindy.wilson@wallercounty.us

**DESCRIPTION:** **Waller County Buildings Identified in Exhibit A, Annual Fire Inspection Price Agreement for 3 years**

Thank you for the opportunity to submit the proposed agreement this date, between American Fire Systems, Inc., ("AFS") and **Waller County,** ("Customer"). This Proposal shall become a binding agreement of AFS and Customer upon its execution.

AFS proposes to furnish labor and materials to complete the scope of work as outlined below at the address noted above for the sum of all qualifications and exceptions are outlined in this scope letter. Our quotation for this work is as follows:

| Item | Quantity | Unit Price | Ext. Amount |
|---|---|---|---|
| Annual Fire Sprinkler Inspection | 1 Each Year/Unit | $500.00 | $500.00 |
| Annual Fire Pump Flow Test | 1 Each Year/Unit | $600.00 | $600.00 |
| Annual Fire Alarm Inspection | 1 Each Year/Unit | $550.00 | $550.00 |
| Annual Fire Extinguisher Inspection | Per Building | $75.00 | $75.00 |
| Annual Backflow Inspection | 1 Each Year/Unit | $65.00 | $65.00 |
| Annual Kitchen Hood Inspection | 1 Each Year/Unit | $850.00 | $850.00 |
| Semi-Annual Kitchen Hood Inspection | 1 Each Year/Unit | $850.00 | $850.00 |
| Annual Fire Hose Inspection | Per Building | $55.00 | $55.00 |
| 2-Year Fire Alarm Sensitivity Test | Once Every 2 Years | $850.00 | $850.00 |
| 3-Year Fire Alarm Audibility Test | Once Every 3 Years | $450.00 | $450.00 |

The services identified shall be provided as applicable to the buildings identified in Exhibit A.

**The total cost per year shall not exceed $10,055.00 unless agreed to in writing before the cost is incurred.**

**SCOPE OF WORK**

1. American Fire Systems will perform the annual or semi-annual fire inspections at Waller County owned buildings as needed per the agreed upon terms and conditions between AFS and Waller County for a period of 3 years, beginning on May 1, 2025.
2. Work Shall be performed between the hours of 7:30am and 4:00pm Monday through Friday, excluding weekends and holidays.
3. This price is based on all areas of facility to be accessible during inspection. If any areas are not available for entry at time of inspection they will need to be rescheduled for another date to which all

areas are accessible.

The following work is specifically excluded from this quotation:

4. Repairs of Deficiencies and/or Impairments to systems as indicated during inspection.
5. Notices, Handling of keys, Requests for access to entries of dwelling, and (or) residential units.
6. Disabling, Access, Test Modes of Fire Alarm Panels. (To be provided by management).
7. All fire sprinkler work beyond the inspection.

**EXCLUSIONS**

1. If an authority having jurisdiction (AHJ) requires any additional equipment, AFS will provide such equipment at an additional cost to the Customer, provided that Customer receives prior written notice of the additional requirements.
2. Patching or repairing drywall, concrete driveway, block, brick, asphalt, ceiling titles, or gypsum board of any kind, unless the damage is cause by AFS, or their employees, agents, or subcontractors, and is of the kind that does not normally occur in the performance of the work.
3. Painting, repairing or touching up in preparation for painting.
4. Cleanup of any slurry or discoloration that may be caused by saw cutting or coring.
5. Concrete or Driveway Patching.
6. Fire Stopping of any kind.
7. Repairing or replacing any landscaping, plants, grass, or trees.
8. Underground Conduit and cable raceways.
9. Any 120VAC electrical work.
10. This agreement is not for a public work, therefore the Davis-Bacon Act does not apply.

This quote does not include any material or labor for any damaged device that may be found during inspection. American Fire Systems, Inc. will not be held responsible for any damage during the inspection due to faulty equipment installed at the property listed above. We appreciate the opportunity to quote this service and look forward to continuing business with you.

**STANDARD TERMS AND CONDITIONS:**

AFS's understanding of the project requirements are identified in the "Scope of Work" and "Exclusions" stated above. AFS will agree to a contractual agreement based on those representations.

**All panels and devices that are provided, installed, or replaced, during a Service or Maintenance, come with a 180-day warranty that does not cover Acts of God, weather related damage, or other external damage causes, such as power washing, resident damage, painters, etc.**

This proposal is valid for **30 days** from this date and may be deemed void at the option of AFS after that time.

This Service Authorization Agreement (the "Agreement") between the Customer and American Fire Systems, Inc. ("AFS") represents the contract between the parties for the work or services described above (the "Work"). Customer agrees to pay for the Work requested by and performed for Customer as authorized by the Agreement.

Notwithstanding anything to the contrary contained in this agreement, American Fire Systems, Inc. shall not be liable for any indirect, incidental or consequential damages, or for the negligence of others. AFS shall not be liable for any deficiencies and defects which are latent or concealed leading to failure of the

systems and/or equipment while in the course of servicing, inspecting and/or testing under the terms of this agreement.

AFS shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Word prior to commencing the Work. AFS shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Work to be performed pursuant to this Agreement.

**Payment for Services Rendered:** Will be billed according to Schedule of Values (SOV) and is due within 30 days of being received by the County Auditor, unless the charge is in dispute. AFS may impose an interest charge of 1.5% on a delinquent payment or the highest rate allowed by applicable law, whichever is lower. A charge that is in dispute will not be considered delinquent until the dispute is resolved. Any amount of time the charge is in dispute will not be considered in the interest calculation.

AFS understands that Customer is a governmental entity, and that Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any obligations that arise under this Agreement past the end of the current Waller County fiscal year shall be subject to approval. The continuation of this Agreement past the current Waller County fiscal year is contingent on the appropriation of funds by the Waller County Commissioners Court. If for any reason funds are not appropriated to continue the Agreement, the Agreement shall become null and void on the last day of the current appropriation of funds.

This Agreement and all transactions between AFS and the Customer shall be governed and construed in all aspects in accordance with the laws of the State of Texas. Any legal action, dispute, or proceeding arising from or in connection with this Work Order for the collection of any sums payable to AFS shall be brought and maintained exclusively in the state courts of the State of Texas, and Customer hereby consents to such personal jurisdiction within the State of Texas. Venue shall lie in Waller County, Texas for any such legal action or proceedings that arise hereunder.

AFS shall receive payment for any additional labor, materials, supplies, or other expense that may arise due to any change, amendment, modification or alteration authorized by Customer or its agents that materially alters and/or modifies the description or scope of the AFS contemplated hereby.

Any modification to this Agreement must be made in writing and signed by both AFS and Customer.

Any and all claims, disputes, and matters arising out of or relating to this Agreement shall be governed by the law of the state of Texas and shall be resolved as follows: Any and all disputes between AFS and Customer shall be resolved in the proper Court of Waller County, Texas.

This proposal must be signed and returned by someone with the authority to do so.

Either party may terminate this contract for cause or convenience by providing 30 days written notice to the other party. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The Customer shall compensate AFS in accordance with the terms of this Agreement for work properly performed prior to the date of termination specified in the notice. AFS shall not be entitled to lost or anticipated profits should Customer choose to exercise its option to terminate.

Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To AFS:

This Agreement does not inure to the benefit of any third party, except permitted successors and assigns.

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

**We appreciate the opportunity to provide you with this quotation and look forward to working with you.**

_____ Date: _____

Carbett "Trey" J. Duhon, III
Waller County Judge

_____ Date: 4/3/2025

Owner/Agent of Owner Signature:
Title: EVP

Thank you,

**Scott Tepfer**
**Inspection Dept. Manager**
14205 Westfair West Dr
Houston, TX 77041
Office: 713-466-9898
Cell: 832-553-2152
E-mail: scott@americanfiresys.com

# EXHIBIT A

Services identified shall be provided as applicable for the following buildings:

1. Tax Office
   730 9th Street
   Hempstead, Texas 77445
2. Elections Office
   816 Wilkins Street
   Hempstead, Texas 77445
3. Juvenile Probation
   646 9th Street
   Hempstead, Texas 77445
4. District Attorney's Office
   645 12th Street
   Hempstead, Texas 77445
5. Hempstead Library
   2331 11th Street
   Hempstead, Texas 77445
6. 506th District Courthouse
   400 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
7. Sheriff's Office
   100 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
8. Waller County Jail
   300 Sheriff R. Glenn Smith Drive
   Hempstead, Texas 77445
9. Waller County Road and Bridge
   775 Business 290 East
   Hempstead, Texas 77445
10. Justice of the Peace, Precinct 3
    12622 FM 1887
    Hempstead, Texas 77445
11. Brookshire Library
    3815 6th Street
    Brookshire, Texas 77423
12. Justice of the Peace, Precinct 4
    32225 US Highway 90 Business
    Brookshire, Texas 77423
13. Recycling Center
    32159 Morton Road
    Brookshire, Texas 77423
14. Waller County Community Center
    21247 FM 1098
    Prairie View, Texas 77446
15. Justice of the Peace, Precinct 2
    27388 Field Store Road
    Waller, Texas 77484
16. AgriLife Extension – Waller County
    846 6th Street
    Hempstead, Texas 77445
17. Justice of the Peace, Precinct 1
    846 6th Street
    Hempstead, Texas 77445
18. Waller County Storage
    925 5th Street
    Hempstead, Texas 77445
19. Adult Probation
    925 5th Street
    Hempstead, Texas 77445
20. Waller County Maintenance
    425 Business 290 East
    Hempstead, Texas 77445

AMERICAN FIRE SYSTEMS INC.
14205 Westfair West Dr. Houston, TX 77041
(713) 466-9898

# MONITORING AGREEMENT

Burglar Alarm License B28698701
Fire Alarm License ACR-3155

**THIS AGREEMENT** is made on the last date of signature ("Effective Date") between American Fire Systems, Inc., hereinafter called "Company," and Waller County, Texas hereinafter called "Subscriber or Client", located at 425 FM 1488, Hempstead, Texas 77445

**WITNESSETH:** That for the considerations and covenants hereinafter, specified below, on additional pages, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

**(A)** Installation: Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "System," set forth below in the Schedule of Equipment on the premises of Subscriber at the above address.

| | | | |
|---|---|---|---|
| | Burglar Alarm Off Premises Monitoring | $0.00 | (plus tax) |
| ✔ | Fire Alarm Off Premises Monitoring (of local alarm) | $960.00 | |
| | Hold-up Alarm Off Premises Monitoring | $0.00 | (plus tax) |
| | Digital Dialer Communicator (see paragraph 16) | $0.00 | (plus tax) |

TOTAL OF SERVICES: $960.00

Notes: Customer may cancel at any time with 30-day written notice.

AFS will provide electronic monitoring for customer owned UL Fire System over cell radio

The rate listed above includes six (6) buildings. See Exhibit A to Monitoring Agreement for building information.

**(B)** Terms and Payment: Subscriber agrees to pay as follows:

Payment is billable to Waller County, Texas
located at 425 FM 1488, Suite 102, Hempstead, Texas 77445

To be paid after services are rendered Quarterly in accordance with Texas Government Code 2251, during the terms of the Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 12 on the reverse side hereof. All payments are to be made to the above-listed address, Harris County, Texas. The term of this Agreement is for 1 year from the date service begins. Thereafter, this Agreement shall renew automatically for successive one (1) year terms, unless the Subscriber gives written notice to American Fire Systems of the subscriber 's intent not to renew within thirty (30) days of the then current term's renewal date.

**(C)** Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

**(D)** Company 's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT.

| Authorized AFS Representative: | Signature | Printed Name | Date |
|---|---|---|---|
| | Devin Hester | Devin Hester | 04/08/2025 |

| Authorized Subscriber Representative: | Signature | Printed Name | Date |
|---|---|---|---|
| | | Carbett "Trey" Duhon, III, Waller County Judge | 04/16/2025 |

This agreement shall not be binding upon Company unless approved in writing by Manager of Company, in the event of failure of approval, the sole liability of company, shall be to refund the Subscriber the amount that has been paid to Company upon the signing of this Agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by a Manager of the Company. The terms and conditions contained on the reverse side of the Agreement are incorporated herein by reference and made a part hereof. Company shall have the right, but no obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

Zoho Sign Document ID: 2EBE364B-N69M5T18DTU0MB1VKBDTUKMIW_WLQYGYFQK1ZRSJZE0

1. Installation of System· Delay of Installation· Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection Client agrees that the work of installation shall be performed on weekdays only between the hours of [illegible]ss the Client directs otherwise in writing, in which case, the Client hereby agrees to pay Company and resulting increased cost for installation. Client authorizes the use of electrical outlets required and necessary current through its meters, at its expense. Client shall, at its own expense, make any necessary repairs or chang[illegible] requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company in writing within thirty (30) days after discovery of the defect. Otherwise, the installat[illegible]ctory to and accepted by Client.

2A. Service and Inspections: Subscriber hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, tests and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any person, entity or governmental body, and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expense. Repairs necessitated by ordinary wear and tear shall be at Company's expense, subject to the time provisions in par. 1, if applicable. All other repairs shall be at the Subscriber's expense. If during the term of this Agreement or any renewal thereof Subscriber desires to relocate the protected premises within the area serviced by Company, and as a result thereof requires the location of the equipment to be changed, Subscriber agrees to pay Company for relocating the equipment at Company's then prevailing rate. All installations, inspections, repairs and tests which may be required on the part of the Company shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on normal business days. All installations and services required by Subscriber after 5:00 P.M., on holidays, and on weekends must be agreed to in writing by Client and will be charged at an applicable overtime rate. The terms and conditions contained herein shall govern all future dealings under the Agreement between Subscriber and Company, including but not limited to repair, service, guard response, monitoring, maintenance, additions, alterations. This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

2B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected by Client to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part(s) or replace the same with like or similar part(s). The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part(s) by Company shall constitute the sole remedy of Client and the sole liability of Company to remedy the defect. Company shall not be liable for any other expense to remedy the defect.

No representative of Company has any authority to waive, alter vary, or add to the terms hereof without prior approval in writing from an agent of Company. The terms for all implied warranties, including implied warranties of merchantability or warranties for a particular purpose shall not exceed the term of the limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONGAN IMPLIED WARRANTY LASTS OF THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO, THE ABOVE LIMITATIONS MAY NOTAPPLYTO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

RESPONSE TO ALARM

3A. Central Station Alarm: If Company has installed a central station alarm, Company or designee, shall, without warranty, make every effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client of his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of hold up alarm signal, transmit the alarm to headquarters of the focal police authority. (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. In some cases, the order or sequence of number of calls made to the Client or Client's designees may be subject to the requirements of local or state authority governing the Client's site, or the Company.

3B. Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored by municipal police and/or fire departments of other locations, that the personnel of such municipal police and/or fire department and other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

3C. Telephone Lines: Client acknowledges that in the event Client's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Client's alarm system will not be received by Company and the interruption will not be known by Company, who shall not be responsible for such failure. Client bears the responsibility for providing a working telephone line.

INCREASE IN MONTHLY CHARGES

4A. Company shall have the right, at any time, to increase the monthly charges provided herein to increase the federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereafter are imposed on. The monthly charges under this Agreement include utility and municipal fees that Company incurs for the services provided under this Agreement. Company shall have the right to bill Client for any increase in utility and municipal fees related to the services. Company understands that Client is a governmental entity and is exempt from paying taxes. Client will not be responsible for paying any taxes under this Agreement.

4B. Company shall hold its pricing firm during the term of the Agreement.

5. Authorized Personnel: Client agrees to furnish Company a written list of the names, titles, telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions, and modifications to the above shall be supplied to Company in writing. Client agrees to keep such call list current.

6. Change to the System Cost of Repairs· Additional Protection· Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by an governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. All risk of loss or damage to the system that is attributable to Client shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

7. Title to Equipment Removal of System (AFS, Inc, Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth. Company is authorized to enter upon premises of Client at a reasonable time, and after providing notice to and coordinating entry with Client to remove all Company owned equipment. Company shall exercise due care in the removal of any of its equipment; if any damage to client's property should be caused by Company, its agents, employees or subcontractors during removal, Company shall be liable to Client for said damage. Removal of Company owned equipment does not relieve Client of its responsibility to pay for services already rendered under this Agreement. Any of Company's equipment that Company removes from Client's property shall be in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all the non-recoverable equipment, materials, supplies including but not limited to wire, cable, foil, conduit, screens, and labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing during the term of this Agreement, Client will not damage, encumber, tamper with, or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with, or repaired by anyone who is not an authorized agent of Company. In the event that Client causes loss or damage to any portion of this system owned by Company, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

8. Suspension or Cancellation of the System: This Agreement may be suspended or canceled with written notice at the option of either Company or Client. If Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency. The Agreement may only be suspended under this provision until the disability preventing performance is removed. If the Agreement is canceled, there must be a 30-day notice period. The Agreement will continue in force during the notice period.

9. Delinquency· Reconnect Charges· Interest: Payment for services rendered is due within 30 days of being received by the County Auditor, unless the charge is in dispute. A charge that is not in dispute will not be considered delinquent until the dispute is resolved. Any amount of time the charge is in dispute will not be considered in the interest calculation. In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose an interest charge of 1.5% on the delinquent payment (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client and at Company's option, in addition to all other legal remedies available, may excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owed for services already rendered pursuant to this Agreement from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount, not to exceed $50.00.

10. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall NOT relieve Client of his duties and obligations under this Agreement. Client may not assign of permit anyone to take subject to this Agreement without written consent of Company.

11. Assignee/Subcontractors of Company: Company shall not assign, sell, convey, or transfer this Agreement, in whole or in part, to any other person, firm or corporation without prior written consent of Client. Company shall have the right to subcontract any installation and /or services, including monitoring which it may perform. Company must provide Client with a written list of any subcontractors it uses or intends to use in the performance of this Agreement.

12. Default: Either party may terminate the Agreement, in whole or in part, in the event of the other party's substantial failure to fulfill its obligations through no fault of the terminating party, provided that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate. To the extent that the default is capable of being cured, a 10-business day opportunity to remedy the default to the satisfaction of the terminating party may be provided to the defaulting party.

13. Company is not an insurer: Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for here in are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damage(s), if any, which may proximately result from a failure to perform any of the obligations herein, including but not limited to installation, service maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert.

b) The uncertainty of the response time of any place or fire departments should the place or fire department be dispatched as a result of a signal being received or an audible device sounding. c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate.

d) The nature of the service to be performed by Company.

Client understands and agrees, that if Company should be found liable for personal injury of property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service of the failure of malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to its insurance liability limits, and this liability shall be exclusive; and that the provisions of the Section shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contact.

14. Digital Dialer Communicators: Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's voice telephone lines which are wholly beyond the supervision and control of Company; that in the event Subscriber's telephone line fails or is cut, the system will not communicate alarms to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a Long Range Radio or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted. In addition, Subscriber agrees to operate the RJ-31X test jack when testing telephone line continuity and agrees to notify Company if system fails to respond to test, when jack is provided. Subscriber acknowledges that Digital Dialer Communicator Software is the sole property of Company, and the agreed value of such software will be Four Hundred ($400.00) Dollars, and the software will not be depreciated.

15. Subcontract: AFS, Inc. has the exclusive right to subcontract any portion of this Agreement, including but not limited to, installation, service, maintenance, monitoring, or otherwise. Subscriber acknowledges and agrees that any Subcontractor hired by Company shall have the same protection afforded the Company under the provisions of this Agreement.

16. Permit to Operate Alarm System: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate an alarm system. Subscriber agrees to secure any permit that might be required, and Subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges related to the permit or license that might be imposed on Subscriber. Subscriber agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

17. Entire Integrated Agreement· Modification· Alterations· Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms hereof. This signed Agreement supersedes all prior representations, understandings of agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duty authorized agent. No waiver of a breach of any item or condition of the Agreement shall be construed to be a waiver of any succeeding breach.

18. Maintenance Agreement: When a Maintenance Agreement is established between Company and Subscriber as evidenced on the reverse side, Company subject to other terms and conditions of this Agreement will repair defective conditions of the equipment provided by Company, excluding wiring and battery(ies). Repair of defective conditions caused by ordinary wear and tear, or mechanical or electrical malfunction, shall be at the Company's expense. All other repairs, including but not limited to Clients, intentional damage or neglect, shall be at Subscriber's expense.

19. Late Payments: Any amounts past due for more than sixty (60) days may, at the option of Company, result in the disconnection of services. Such default by Subscriber shall not eliminate Subscriber's obligation to pay for services already rendered under this Agreement.

20. Licensed Company: Company has and maintains a license with the Texas Department of Public Safety-Private Security Bureau, PO Box 4087, Austin, TX 78773-0001, 512-424-7710 and with the Texas Department of Insurance State Fire Marshal, PO Box 4904, Austin, TX 78714 512-463-6169.

21. Jurisdiction and Venue: This Agreement is made and shall be construed according to the laws of the State of Texas, without regard to its conflicts of law's provisions. Venue of any court actions brought directly or indirectly by reason of this contract shall be in Waller County, Texas. This contract is made and is to be performed in Waller County, Texas.

22. Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

23. Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of 3 days after mailing. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

a) To Client:
Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

b) To Company:
American Fire Systems
14205 Westfair West Drive
Houston, Texas 77041

24. Either party may terminate this contract for cause or convenience by providing 30 days' written notice to the other party. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30-day notice period. The Client shall compensate Company in accordance with the terms of this Agreement for work properly performed prior to the date of termination specified in the notice. Company shall not be entitled to lost or anticipated profits should Client choose to exercise its option to terminate.

25. Company understands that Client is a governmental entity, and that Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any obligations that arise under this Agreement past the end of the current Waller County fiscal year shall be subject to approval. The continuation of this Agreement past the current Waller County fiscal year is contingent on the appropriation of funds by the Waller County Commissioners Court. If for any reason funds are not appropriated to continue the Agreement, the Agreement shall become null and void on the last day of the current appropriation of funds.

**Authorized Subscriber Representative Initials:**

Zoho Sign Document ID: 2EBE364B-N69M5T18DTU0MB1VKBDTUKMIW_WLQYGYFQK1ZRSJZE0

AMERICAN FIRE SYSTEMS INC.
14205 Westfair West Dr. Houston, TX 77041
(713) 466-9898

## Exhibit A to Monitoring Agreement – Multiple Accounts and Rates

**Exhibit A is an explanation of the total quarterly rate reflected on the monitoring agreement between American Fire Systems, Inc and** Waller County, Texas **located at** 425 FM 1488, Hempstead, Texas 77445

**Rate of** $160.00 **is per radio per location.**

| Name of Building | Address | Monitoring Account # |
|---|---|---|
| Waller County Joe Kuciemba Annex | 425 FM 1488<br>Hempstead, Texas 77445 | 1613C8549 |
| Waller County Community Center | 21274 FM 1098<br>Prairie View, Texas 77446 | 1613C8661 |
| Waller County Jail | 300 Sheriff R. Glenn Smith Dr.<br>Hempstead, Texas 77445 | 1613C8664 |
| Waller County 506th District Court | 400 Sheriff R. Glenn Smith Dr.<br>Hempstead, Texas 77445 | 1613C8650 |
| Waller County Precinct 4 Annex | 3225 US Hwy 90<br>Brookshire, Texas 77423 | 1613C8662 |
| Waller County Sheriff's Office | 100 Sheriff R. Glenn Smith Dr.<br>Hempstead, Texas 77445 | 1613C8663 |

**AFS Department Manager Approval** Devin Hester **Date** *04/08/2025*

**Customers Initials**

Zoho Sign Document ID: 2EBE364B-N69M5T18DTU0MB1VKBDTUKMIW_WLQYGYFQK1ZRSJZE0

# NAVASOTA SOIL AND WATER CONSERVATION DISTRICT NO. 440
# CONTRACT FOR SERVICES

**WHEREAS,** Waller County, Texas hereinafter **COUNTY,** a subdivision of the State of Texas, has the authority under Texas Agriculture Code, 201.152(c) to contribute funds to a Conservation District for flood control drainage.

**IT IS THEREFORE AGREED THAT:**
The Navasota Soil and Water Conservation District #440 will provide services to the residents of **COUNTY** as follows:

a. Respond to individual and groups requesting technical aid concerning natural resources.
b. Work with Commissioners, as requested, on solid and water problems.
c. Assist with dry hydrant design and installation.
d. Help with design work concerning water flow and culvert design.
e. Work with Emergency Watershed Protection disaster programs.

## TERM

**THE TERM OF THIS AGREEMENT** is on year beginning on January 1, 2025 and ending on December 31, 2025 unless earlier terminated by either party on thirty (30) days written notice.

## CONSIDERATION

**COUNTY** AGREES TO GRANT THE Navasota Soil and Water Conservation District #440 the annual sum of $2,500.00 for the provision of the services described above. Payment shall be made on or after January 1, 2025.

**THIS AGREEMENT** is effective on the date it is executed by the Navasota Soil and Water Conservation District #440 or upon acceptance, by order, of the County Commissioners Court, whichever date is later in time.

**NAVASOTA SOIL AND WATER CONSERVATION DISTRICT #440**

Harvey Laas
Chairman

4/4/2025
Date

**WALLER COUNTY, TEXAS**

Waller County Judge

Date

**CLERK'S CERTIFICATION**
I, Debbie Hollan, County Clerk of Waller County, Texas, certify that the above agreement was accepted and agreed to by the Commissioners Court of Waller County, Texas on _____ and filed in the Minutes of the Commissioners Court.

Date _____

Waller County Clerk

# Navasota Soil and Water Conservation District

519 9th, Hempstead, TX 77445

## Serving Grimes and Waller Counties

Harvey Laas - Chairman
Dennis Husfeld - Secretary
George McNary III - Member
Wesley Paben – Vice Chairman
Hershel Perry III - Member

April 2, 2025

The Honorable County Judge Carbett "Trey" J. Duhon III
Commissioner Precinct 1 John A. Amsler
Commissioner Precinct 2 Walter E. Smith
Commissioner Precinct 3 Kendric D. Jones
Commissioner Precinct 4 Justin Beckendorff

Waller County Commissioners Court
425 FM 1488, Suite 106
Hempstead, Texas 77445

Please accept this letter as the Navasota Soil &Water Conservation District #440 request for the Waller County share of support funds in the amount of $2500.00 budgeted in the 2025 Waller County Budget for the Navasota Soil and Water Conservation District #440. The funds are used for the planning and application of conservation practices and the wise used of our natural resources.

Please contact Raul Villarreal at (713) 816-0784 for further information if needed.

Your support is always appreciated.

Sincerely,

Wesley Paben VP acting Chair

Harvey Laas
Chairman of the Board of Directors
Serving Grimes and Waller County

RECEIVED
MAR 3
By: .....



CASA
Court Appointed Special Advocates
FOR CHILDREN

CASA FOR KIDS OF SOUTH CENTRAL TEXAS

March 24, 2025

County Judge Carbett "Trey" J. Duhon, III
836 Austin St. Suite 203
Hempstead, TX 77445

Dear Judge Duhon and Commissioners,

Please accept this letter as a request for the $10,000 that was approved in the 2025 Waller County budget for CASA for Kids of South Central Texas.

This funding helps cover the cost of recruiting, training, and supporting Court Appointed Special Advocate (CASA) volunteers, who ensure every child's voice is heard in court, at school and in our community.

Your continued support is greatly appreciated. Our goal remains 100% advocacy, for every child that is removed from their home and placed in CPS custody to have their very own CASA. These funds will allow us to continue our mission of breaking the cycle of abuse, thereby strengthening our community.

Please do not hesitate to contact me should you have any questions.

In the Best Interests of the Children,

Mandy Wright
Executive Director

**AGREEMENT BETWEEN WALLER COUNTY AND**
CASA for Kids of South Central Texas

**WHEREAS,** Waller County, Texas ("County"), a political subdivision of the State of Texas is authorized under Article III, Section 52 of the Texas Constitution to appropriate funds and transfer such fund to organizations under agreement with the County. Said agreements detail the public services to be accomplished with the funds, and

**WHEREAS,** County has the authority to enter into an agreement with CASA for Kids of South Central Texas ("CASA for Kids") for the recruiting, training and supporting of volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect, and

**WHEREAS,** CASA for Kids, a non-profit organization established to recruit, train, and support CASA volunteers, desires to enter into such an agreement with Waller County.

**IT IS THEREFORE AGREED THAT:**

1. CASA for Kids will furnish recruiting training, and supporting of volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect.

2. CASA for Kids will provide personnel that are adequately trained or certified.

3. County will transfer $10,000.00 to CASA for Kids for the stated purpose of recruiting, training and supporting volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect.

**TERM**

The term of this agreement shall begin on January 1, 2025 and continue for one year until December 31, 2025. This agreement may be cancelled only upon thirty (30) days written notice given by the party wishing to cancel, showing good cause for the cancellation,

**NOTICE**

Any notice required under this agreement will be sent by regular U.S. mail, or hand delivery.

County: Honorable Carbett "Trey" J. Duhon III
Waller County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

CASA: Mandy Wright
Executive Director, CASA for Kids
1500 South Day Street
Brenham, Texas 77833

**HOLD HARMLESS**

CASA for Kids shall indemnify and hold harmless the County and its agents and employees from all suits, actions, or claims of any type, brought on account of any injuries or damages sustained by any person or property, arising out of the acts of CASA for Kids, its agents or employees in the performance of this agreement.

**LIABILITY INSURANCE**

CASA for Kids will furnish to the County a copy of its Certificate of Liability Insurance stating the amount of liability insurance carried.

**USE OF FUNDS**

No monies paid by the County to CASA for Kids shall be expended for any purpose other than the recruiting, training and supporting volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect.

**RECORDS**

CASA FOR Kids will keep detailed financial records and submit to Waller County Commissioners' Court an annual financial report itemizing all income and expenditures.

All books and records of CASA for Kids will be open for audit, during normal business hours, to the Waller County Auditor and any others with written authorization from the Auditor.

**AGREEMENT**

This document contains the entire agreement of the parties. No changes will be effective except upon written amendment entered into by both parties.

CASA FOR KIDS:

Mandy Wright
Executive Director

Date: 3/31/25

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: _____

STATE OF TEXAS

COUNTY OF WALLER

## ORDER APPOINTING JUDGE TO BAIL BOND BOARD

**WHEREAS**, Section 1704.053 of the Occupations Code requires Commissioner's Court to designate the judge of a County Court or County Court at Law with jurisdiction over criminal matters to serve as a member of the County Bail Bond Board; and

**WHEREAS**, County Court at Law No 2, Judge Elton R. Mathis, Jr. presiding, has jurisdiction over criminal matters;

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the Commissioner's Court of Waller County that Judge Elton R. Mathis, Jr. be designated as a member of the County Bail Bond Board.

**ADOPTED** this _____ day of _____, 2025 by the Waller County Commissioner's Court by a vote of _____ ayes and _____ nays.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John Amsler
Commissioner, Precinct 1

_____
Walter Smith,
Commissioner, Precinct 2

_____
Kendric Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

**CINCO DE MAYO FIREWORKS PERIOD**

**(MAY 1-MIDNIGHT, MAY 5)**

**DEADLINE TO ADOPT ORDER: APRIL 24, 2025**

Occupations Code, §2154.202(g)(3), permits the commissioners court of a county that is not more than 100 miles from the Texas-Mexico border to adopt an order authorizing the sale of fireworks for Cinco de Mayo (May 5).

**If the court decides to permit the sale of fireworks during the Cinco de Mayo period, the order must be adopted before April 25. If the court does not wish to permit the sale of fireworks during this period, no action is required.**

Please note the distinction between Occupations Code, §2154.202(g)(3), which **allows** the commissioners court at its **discretion** to **permit** fireworks sales for the Cinco de Mayo period and other law [Local Government Code §352.051 and Occupations Code, §§2154.202(g)(1) & (2)] which **require** the court to take action to **restrict or prohibit** sales during certain times of the year if drought conditions are present.

To assist the court in determining whether conditions are suitable for authorizing the sale of fireworks, the Texas A&M Forest Service is required to make its services available each day during the Cinco de Mayo period to respond to the request of a county as to whether or not drought conditions exist. To obtain a determination from the Texas A&M Forest Service, call (979) 458-7331.

If the court decides to adopt such an order for Cinco de Mayo, it may **restrict or prohibit** the sale of "restricted fireworks," which are defined as "skyrockets with sticks" and as "missiles with fins." A violation of the order is a Class C misdemeanor. Also, a citizen may file suit for an injunction to prevent a violation or threatened violation of the order.

Under Local Government Code §352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order authorizing the sale of fireworks during this period is provided on the following page. If your court decides to designate "safe" areas, the sample order will need to be modified to include appropriate language. A map identifying the counties within 100 miles of the Texas-Mexico border, a copy of Local Government Code §352.051, the sections of the Occupations Code that define and explain permitted and prohibited fireworks, and the Federal Regulations referenced in the state law are available online at county.org/fireworks. If you have any questions, please contact the TAC Legal Department at (888) 275-8224.

STATE OF TEXAS
COUNTY OF _____

**SAMPLE ORDER AUTHORIZING CINCO DE MAYO FIREWORKS SALES**

WHEREAS, the Commissioners Court of _____ County is authorized under Occupations Code Section 2154.202(g)(3), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Cinco de Mayo; and

WHEREAS, on the ___ day of _____, 2025, the Commissioners Court of _____County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of _____County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Cinco de Mayo period beginning May 1, 2025 and ending at midnight May 5, 2025, subject to the following restrictions:

a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, May 5, 2025, whichever is earlier.
b. [Describe specific restrictions, if applicable]

Approved this the ___ day of _____, 2025, by the _____ County Commissioners Court.

_____
County Judge

DRAFT