NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION

Wednesday, October 02, 2024 at 9:00 AM

Waller County Joe Kuciemba Annex, Hempstead, Texas

AGENDA

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

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

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.

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

4. Request to approve payments on the following:

   $75,000.00 for Invoice #2512 to Waller County Economic Development from line item 125-411-547200 [Economic Development].

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

6. Request by County Auditor to approve 2024 budget adjustments and departmental line item transfers.

7. Request by County Engineer to approve the Final Plat of Sunterra Detention Reserve in Precinct 3.

8. Request by County Engineer to approve the Final Plat of Lakeview Section 5 and accept the Construction Bond in Precinct 3

9. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Fiber Optic lines by AT & T - Millenium Geospatial 24.UP.036.

10. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way for Telephone Lines and Hand Holes for AT & T, within the right of way of Rochen Rd, Penick Rd, Shiloh Rd, and Guy Rd - 24.UP.046.

11. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way for Telephone Lines and Hand Holes for AT & T, within the right of way of Cochran Rd - 24.UP.045.

12. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on Hebert Rd and Pattison Rd for installation of Fiber Optic lines by AT & T 24.UP.048.

13. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on Hegar Rd for installation of Gas Service line by Centerpoint Energy 24.UP.050.

14. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Fiber Optic lines by AT & T 24.UP.047.

15. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way for Telephone Lines and Hand Holes for AT & T (Cabletex), within the right of way of Baethe Rd - 24.UP.043.

16. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way for Power Poles for San Bernard Electric within the right of way of Mount Zion Rd - 24.UP.044.

17. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way of 23400 Hegar Rd for installation of Gas Service line by Centerpoint Energy 24.UP.042.

18. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way for Telephone Lines and Hand Holes for AT & T, (CableTex) within the right of way of Penick Rd, Val Verde St, and Londonberry Drive - 24.UP.041.

19. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on Murrell Rd and Magnolia Rd for installation of Fiber Optic lines by AT & T 24.UP.038.

20. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way for Telephone Lines and Hand Holes for AT & T, within the right of way of Penick Rd, Bogie Ln, and Baethe Rd - 24.UP.040.

21. Approve acceptance of Bartlett Road Segment 1 & 2 and recommend that Waller County maintain the road(s).

22. Approve acceptance of Sunterra Section 20 and recommend that Waller County maintain the road(s).

23. Approve acceptance of roads in Sunterra Section 27 and recommend that Waller County maintain the road(s).

24. Approve acceptance of roads in Sunterra Section 46 and recommend that Waller County maintain the road(s).

25. Approve acceptance of Stockdick Rd Segment 1 & 2 and recommend that Waller County maintain the road(s).

COUNTY JUDGE

26. Approve Proclamation Observing Union Pacific "Big Boy No 4014 Day" in Waller County, Texas.

27. Delinquent tax and fine and fee collection report by Otilia Gonzales, Perdue Brandon Fielder Collins & Mott, LLP.

ENVIRONMENTAL DEPARTMENT

28. Approve transfer of 911 Addressing personnel and functions from Environmental Department to Waller County Road and Bridge.

29. Approve a discretionary exemption for environmental clean up services related to the emergency clean up of abandoned jugs and drums of unknown liquids on 4/20/24 and 6/28/24 pursuant to Texas Local Government code 262.024(2).

30. Approve payment of Invoices #1963 and #2320 totaling $63,534.99 to Masters Advanced Remediation Services, LLC for environmental clean up services rendered on 4/20/24 and 6/28/24. Funding to be paid from line item 125-443-537100 [Nuisance Abatement].

COUNTY ENGINEER

31. Approve payment of $98,690.05 for Invoice #202432767 to LJA Engineering, Inc. for Professional Services rendered 07/27/2024 through 08/31/2024 (2nd Invoice). Funds to be paid from line item 605-605-545405 [Prof. Services].

32. Approve Acorn Ranch Development Agreement.

33. Approve Oak Ridge Development Agreement.

34. Public Hearing: Replat of West Magnolia Forest Subdivision Lot 41 and East 88.5 Feet of Lot 42.The revision is to create 3 Residential Lots which will consist of two 5.000 - acre lots and one 5.509 - acre lot by Khalid Khan and Nuzhat Khan.

35. Public Hearing: Replat of Katy Elementary No. 48 Crystal Vista Drive south extension, Sunterra Shores Drive Street Dedication Section 2, by Katy Elementary School District. The revision will abandon the south extension of Crystal Vista Drive to allow the Katy Independent School District Elementary School No. 48 main entrance and exit driveway direct access to Sunterra Shores Drive.

36. Approve the Final Partial Replat of West Magnolia Forest Subdivision Lot 41 and East 88.5 Feet of Lot 42 in Precinct 2.

37. Approve request to rent, install, and maintain a temporary portable bridge until a new permanent bridge structure can be constructed on Riley Rd @ Birch Creek draw.

38. Approve request to amend Waller County drainage easement at Sand Hill Farm Mitigation Bank near Penick Road in Precinct 3.

SHERIFF

39. Approve purchase of Motorola MCC 7500E Dispatch Console Upgrade and Add-on to add a fourth dispatch console, pursuant to HGACBuy contract RA05-21. Purchase price of $195,128.00 includes equipment, one year warranty, and systems integration, installation, and training. Funding source to be determined.

40. Approve purchase of dispatch console furniture and equipment from Watson Consoles in the amount of $21,113.43, pursuant to HGACBuy contract EC07-23. Funding source to be determined.

41. Approve request to Gulf Coast Regional Communications District to add a call taking position at no cost to the County.

COMMISSIONER, PRECINCT 2

42. Discussion on proposed Chicken Farm in Precinct 2.

43. Discuss and take action concerning the requirement of sidewalks for all new subdivisions.

TREASURER

44. Approve changes to the take home vehicle schedule.

45. Approve the 2025 Renewal Notice and Benefit Confirmation for Post-65 group retiree healthcare.

GRANT MANAGER

46. Approve Change Order #2 relative to construction of the Goya Road Drainage Improvement Project in an amount not to exceed $1,453.00.

47. $1,456.00 for Pay App #4 to the Lonnie Lischka Company, L.P. from line item 241-595-561209 [ARPA Miscellaneous] for the Goya Road Drainage Improvement Project.

48. $7,096.94 for Pay App #5 to the Lonnie Lischka Company, L.P. from line item 241-595-561209 [ARPA Miscellaneous] for the Goya Road Drainage Improvement Project.

49. Approve acceptance of the TxDOT STEP Comprehensive 2025 grant award in the amount of $52,640.28 (Grant Funding Breakdown: TxDOT Grant-$39,976.75; Local Match-$12,663.53).

50. Approve acceptance of the TxDOT STEP CMV 2025 grant award in the amount of $36,196.21 (Grant Funding Breakdown: TxDOT Grant-$27,528.56; Local Match-$8,667.65).

51. Accept the FY25 Statewide Automated Victim Notification Service (SAVNS) grant in the amount of $18,571.30 and approve Appriss Service Agreement for services rendered pursuant to SAVNS Grant Program.

52. Authorize the County Judge to submit a FY25 Rural Sheriff's Office Salary Assistance Grant Program Application to the Texas Comptroller's Office.

FIRE MARSHAL

53. Approve Burn Ban.

54. Discuss and take action to authorize firework sales for Diwali or prohibit or restrict certain fireworks in unincorporated areas of Waller County.

DIRECTOR OF FACILITIES

55. Ratify Participation Agreement with Sourcewell signed on May 9, 2024.

56. Approve contract with BOXX Modular for the purchase of modular buildings plus delivery fees in an amount not to exceed $758,126.00. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous].

MISCELLANEOUS

57. Authorize the County Judge to execute contract with Dana Safety Supply for upfitting and installation associated with new vehicles purchased for Constable, Precinct 3 pursuant to RFP 240807-30. Funds to be paid from line item 125-513-581400 [Vehicle].

58. Authorize the County Judge to execute contract with Dana Safety Supply for upfitting and installation associated with new vehicles purchased for Constable, Precinct 4 pursuant to RFP 240807-30. Funds to be paid from line item 125-600-581400 [Vehicle].

59. Approve payment of $18,773.00 for Invoices #112809, #112616, #112373, and #112248 to Hance Scarborough, LLP for Professional Services rendered from 2/2/24 to 7/7/24. Funds to be paid from line item 125-411-540300 [Legal].

60. Approve payment of $36,120.00 for Invoice #3574060 to Husch Blackwell for Professional Services rendered through 7/31/24. Funds to be paid from line item 125-411-540300 [Legal].

61. Approve payment of $10,982.50 for Invoice #3574061 to Husch Blackwell for Professional Services rendered through 7/31/24. Funds to be paid from line item 605-605-545405 [Prof. Services].

62. 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.

63. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons.

EXECUTIVE SESSION

64. Discussion on 911 Addressing personnel matter pursuant to Government Code Section 551.074 Personnel Matters.

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

66. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.

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

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

ADJOURN MEETING

NOTICE

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

MINUTES

WALLER COUNTY COMMISSIONERS COURT
PUBLIC TAX RATE HEARING AND REGULAR SESSION
WEDNESDAY – SEPTEMBER 18, 2024

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 18th day of September 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

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

PUBLIC TAX RATE HEARING

CALL TO ORDER

Judge Duhon called the Public Tax Rate Hearing to Order at 9:07 a.m.

1. Approval of Agenda.

Motion to approve 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*

Judge Duhon announced Commissioners Court will vote on the proposed tax rate on September 18, 2024 at 9:00 a.m. at its meeting place located in the Waller County Joe Kuciemba Annex at 425 FM 1488, Hempstead, Texas.

2. Public Hearing - Proposed Tax Rate.

Public Hearing began at 9:08 a.m.
1. Larry Parr
Public Hearing ended at 9:14 a.m.

Judge Duhon adjourned the Public Tax Rate Hearing meeting and proceeded with Commissioners Court Regular Session at 9:14 a.m.

REGULAR SESSION

CALL TO ORDER

Judge Duhon called the Regular Session to Order at 9:15 a.m.

1. Approval of Agenda.

Motion to approve 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*

PUBLIC COMMENT

1. Tommie Coleman 2. Larry Parr 3. Denise Mattox 4. Alan Younts 5. Karin Beard 6. Stedman Douglas

CONSENT AGENDA

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

2. Approval of Minutes – August 21, 2024 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Treasurer for approval of Monthly Report.
6. Request by County Treasurer to spread upon the minutes the TJJD Grant Salary Order for FY25.
7. Request by the County Auditor to spread upon the minutes the certification of the Juvenile Probation Department, TJJD grant award, in the amount of $356,165.00 and create the 2024-2025 grant budget, JP 2024-02.
8. Request by County Auditor to spread upon the minutes the Juvenile Probation Department, TJJD grant line item transfer, JP 2024-03.
9. Request by County Auditor to approve 2024 budget adjustments and departmental line-item transfers.
10. Request by County Auditor to approve official documents and all monthly reports.
11. Request by County Tax Assessor-Collector to approve refunds in excess of $500.00 in accordance with Article 31.11 State Property Tax Code.

Request to approve payments on the following:

12. $183,309.50 for Invoice #08152024GWA to Waller County Appraisal District from line item 125-437-540500 [Tax Appraisal District].

13. $1,987.38 for Invoice #38 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].

14. $2,000.65 for Invoice #40 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].

15. $7,800.00 for Invoice #1390 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

16. $1,125.00 for Invoice dated September 3, 2024 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

17. $1,879.00 for Invoice #479864 to W.L. Simon Mortuary Transport from line item 125-423-540705 [Transport to Morgue].

18. $4,507.59 for Invoice #2061975498 to Equifax from line Item 307-504-545000 [Maintenance] for services provided pursuant to the County's Statewide Automated Victim Notification Services (SAVNS) Grant.

19. $67,745.50 for Invoice #2401500301 to Thompson Consulting Services, LLC from line item 110-530-569311 [DR-4781] for disaster monitoring associated with Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding.

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

21. Ratify Subrecipient Agreement for TDEM-Administered Grant Awards between the County and the Texas Division of Emergency Management relative to grant-funded projects associated with Hurricane Beryl (DR-4798-TX).

22. Request by County Engineer to approve the Final Plat of Grange Water Plant No.1 in Precinct 4.

23. Request by County Engineer to approve the Final Plat of Grange Wastewater Treatment Plant No.1 in Precinct 4.

24. Request by County Engineer to approve the Final Plat of Jordan Ranch Waller County in Precinct 4.

25. ~~Request by County Engineer to approve the Final Plat of Lakeview Section 5 and accept the Construction Bond in Precinct 3~~. **Item WITHDRAWN.**

26. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-of-Way on various roads for Blackfin Pipeline, LLC.

27. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.035.

28. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.033.

29. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.034.

30. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.031.

31. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.032.

32. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on various roads for installation of Ezee Fiber Optic lines 24.UP.030.

Motion to approve Consent Agenda 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*

EXTENSION SERVICES

33. **Presentation** by the Waller County 4-H Ambassadors of the Texas A & M AgriLife Extension 4-H and Youth Development Program. *No action required.*

34. Discuss and take action to approve the Proclamation presented by the Waller County 4-H Ambassadors declaring October 6-12, 2024 as "4-H Week in Waller County".

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

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

35. Approve Lease Agreement for One Xerox C8245H2 Printer for 48 months with a monthly fee of $207.22. Funds to be paid from line item 125-540-581813 [Copier/Printer].

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*

COUNTY ENGINEER

36. **Open** received responses to the Request For Qualifications 240807-22 for the 2023 Mobility Bond Engineering and Design Professional Services.

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

1. Received September 13, 2024 at 10:34 a.m. from Gauge Engineering
2. Received September 13, 2024 at 10:05 a.m. from Schaumburg & Polk, Inc.
3. Received September 13, 2024 at 10:26 a.m. from Consor Engineers
4. Received September 13, 2024 at 10:29 a.m. from Halff
5. Received September 12, 2024 at 4:11 p.m. from CivilCorp, LLC
6. Received September 13, 2024 at 10:02 a.m. from Tedsi Infrastructure Group
7. Received September 12, 2024 at 3:39 p.m. from Volkert
8. Received September 13, 2024 at 10:17 a.m. from Rashicycid Engineering

9. Received September 13, 2024 at 9:53 a.m. from Solar Surveying
10. Received September 12, 2024 at 11:04 a.m. from TNP
11. Received September 6, 2024 at 11:05 a.m. from Decon, LLC
12. Received September 12, 2024 at 1:53 p.m. from Middleton Brown, LLC
13. Received September 13, 2024 at 10:36 a.m. from Bovay Engineers
14. Received September 13, 2024 at 10:12 a.m. from Trilogy Engineering Services
15. Received September 13, 2024 at 10:28 a.m. from Krest Enginees, LLC
16. Received September 13, 2024 at 10:31 a.m. Tetra Tech
17. Received September 13, 2024 at 9:10 a.m. from Binkley Barfield DCCM
18. Received September 13, 2024 at 9:10 a.m. from RG Miller
19. Received September 13, 2024 at 10:12 a.m. from AIG Tech
20. Received September 12, 2024 at 3:12 p.m. from Quiddity
21. Received September 13, 2024 at 7:54 a.m. from Zarinkelk Engineering Services, Inc.
22. Received September 13, 2024 at 9:08 a.m. from AGS Engineering and Construction – Ally General Solutions, LLC
23. Received September 13, 2024 at 8:31 a.m. from BGE
24. Received September 12, 2024 at 3:08 p.m. from KAVI Consulting, Inc.
25. Received September 13, 2024 at 8:00 a.m. from B2Z Engineering
26. Received September 13, 2024 at 9:00 a.m. from EHRA
27. Received September 13, 2024 at 10:05 a.m. from WSB, LLC
28. Received September 12, 2024 at 11:44 a.m. from HTS Consultants
29. Received September 12, 2024 at 4:23 p.m. from PGAL
30. Received September 11, 2024 at 2:13 p.m. from Odyssey Engineering Group
31. Received September 13, 2024 at 9:45 a.m. from Sowells Consulting Engineers
32. Received September 13, 2024 at 9:09 a.m. from MV Engineering
33. Received September 13, 2024 at 8:45 a.m. from Earth Engineering
34. Received September 12, 2024 at 11:05 a.m. from Westwood
35. Received September 12, 2024 at 11:08 a.m. from Gannett Fleming
36. Received September 4, 2024 at 11:01 a.m. from HVJ Associates
37. Received September 12, 2024 at 2:25 p.m. from Linfield, Hunter & Junius, Inc.
38. Received September 13, 2024 at 10:18 a.m. from Transcend Engineers & Planners
39. Received September 13, 2024 at 9:47 a.m. from AKV Consulting Engineers
40. Received September 12, 2024 at 1:01 p.m. Kimley Horn
41. Received September 11, 2024 at 10:03 a.m. from Terracon
42. Received September 12, 2024 at 11:04 a.m. from UES Professional Solutions
43. Received September 6, 2024 at 9:06 a.m. from Gradiant Group
44. Received September 6, 2024 at 12:53 p.m. from Landtech Surveying
45. Received September 12, 2024 at 1:15 p.m. from Cobb Fendley
46. Received September 12, 2024 at 2:30 p.m. from IEA, Inc.
47. Received September 13, 2024 at 8:11 a.m. from KSA
48. Received September 12, 2024 at 11:09 a.m. from Strand Associates
49. Received September 12, 2024 at 11:05 a.m. from Whitney & Associates
50. Received September 12, 2024 at 1:41 p.m. from Raba Kistner
51. Received September 12, 2024 at 11:06 a.m. from MBroh Engineering
52. Received September 13, 2024 at 10:12 a.m. from Civil Systems Engineering
53. Received September 11, 2024 at 12:18 p.m. from IMS Engineers, Inc.
54. Received September 13, 2024 at 9:58 a.m. from Pape-Dawson Engineers
55. Received September 13, 2024 at 9:55 a.m. from Holloway Envrionmental & Communications
56. Received September 13, 2024 at 10:35 a.m. from Amani Engineering, Inc.
57. Received September 13, 2024 at 9:11 a.m. from Bowman
58. Received September 13, 2024 at 9:32 a.m. from Weisser Engineering & Surveying
59. Received September 12, 2024 at 3:11 p.m. from KCI Technologies, Inc.
60. Received September 10, 2024 at 2:26 p.m. from Geotech Engineering and Testing
61. Received September 12, 2024 at 3:24 p.m. from Ninyo & Moore Geotechnical & Environmental Sciences Consultants
62. Received September 13, 2024 at 10:35 a.m. from HRGreen
63. Received September 12, 2024 at 2:38 p.m. from Woolpert, Inc.

37. Approve interlocal agreement with the City of Pattison for the repair and maintenance of roads. Equal County and City road mileage is being traded to improve the consistency of road maintenance limits. The City is contributing $10,000.00 to the County to resurface a portion of Sterling Road within the city limits. (Precincts 3 & 4)

    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 engineering design services proposal from IEA, Inc., for the Riley Road at Birch Creek Draw bridge replacement in an amount not to exceed $280,163.96. (Precinct 2)

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

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

39. Discuss and take action on the Mirabella Development Agreement.

    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*

40. Discuss and take action on Hoover Lane Development Agreement modifications.

    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*

41. Rescind approval of the Final Plat of Sunterra Section 74 previously approved by Waller County Commissioners Court on September 4, 2024.

    Motion made by Commissioner Smith, seconded by Commissioner Amsler.
    Motion carried by 5-0 vote.

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

42. Approve the Final Plat of Sunterra Section 74 and accept the Construction Bond in Precinct 3.

    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*

COUNTY JUDGE

43. **PUBLIC HEARING:** 2025 Proposed Budget.

    Public Hearing began at 10:22 a.m.
    No public comments received
    Public Hearing ended at 10:23 a.m.

44. Approve the adoption of the 2025 Budget.

Commissioner Beckendorff made motion to approve and accept the amendments provided for the 2025 Budget, 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*

45. Approve ratification of the property tax increase based on new value reflected in the 2025 Budget.

Judge Duhon moved to ratify the property tax increase based on new value reflected in the 2025 Budget, 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*

46. Approve adoption of the Tax Rate for 2024.

Judge Duhon moved that the Property Tax rate be increased by the adoption of a tax rate of $.496021 which is effectively a .80% increase in the tax rate. In adopting this 2024 total tax rate, the court orders the total tax rate to be levied as follows for the following funds:
$.413977 per $100 of taxable property for maintenance and operation of the General Fund,
$.023043 per $100 of taxable property for the Farm-to-Market Roads,
$.059001 per $100 of taxable property for interest and sinking fund of the General Fund,
seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Voted by Roll Call:	*Judge Trey Duhon*	*- For*
	Commissioner Beckendorff	*- For*
	Commissioner Jones	*- For*
	Comissioner Smith	*- For*
	Commissioner Amsler	*- For*

SHERIFF

47. Approve a 48 month lease of three (3) Chevrolet 1500 trucks and two (2) Chevrolet 2500 trucks for 2025 to replace existing lease administrative vehicles.

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*

48. Approve extension of the food service agreement for inmate meals with Trinity Services Group for one (1) year.

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*

49. Approve Professional Services Agreement with Tyler Technologies to convert archived jail data into Southern Software JMS. $350.00 Fee to be paid from line item 125-516-562323 [Dues and Subscriptions].

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 2

50. **Discussion** on Progress of Mitigation of Traffic on Riley Road from Renaissance Festival. *No action required.*

COMMISSIONER, PRECINCT 3

51. **Discussion** of TXCDBG funding opportunity. *No action required.*

COMMISSIONER, PRECINCT 4

52. Approve payment to the Waller County Fair Association for the purchase of a new arena drag. Funding to be paid from line item 125-411-547325 [County Fair]. (no backup submitted)

    Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

    Commissioner Beckendorff made motion to amend not to exceed $8,000.00, seconded by Commissioner Smith.

    Amendment carried by 5-0 vote.

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

    Amended Motion carried by 5-0 vote.

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

IT DEPARTMENT

53. Approve amendments to the contract approved on August 7, 2024 between Waller County and Designs That Compute d/b/a Visionality for Courtroom Audio Services. (no backup submitted)

    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*

GRANT MANAGER

54. Authorize the County Judge to execute a contract with Patriot Airboat Corp. in the amount of $111,485.00 for the purchase of an airboat and trailer. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

    Motion made by Commissioner Smith, seconded by Commissioner Amsler.

    Motion carried by 5-0 vote.

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

55. **Award** bid for upfitting and installation associated with the four (4) new vehicles purchased for Constables, Precinct 3 and 4.

    Judge Duhon made motion to award the bid to Dana Safety Supply for upfitting and installation associated with the four (4) new vehicles purchased for Constables, Precinct 3 and 4 in accordance with the scoring sheet supplied, seconded by Commissioner Smith.

    Judge Duhon made motion to amend to be paid from line item 125-513-581400 for Precinct 3 vehicles and 125-600-581400 for Precinct 4 vehicles, seconded by Commissioner Beckendorff.

    Motion carried by 5-0 vote.

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

FIRE MARSHAL

56. Approve amendment to ESO Subscription Agreement originally approved on August 7, 2024.

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

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

DIRECTOR OF POLICY & ADMINISTRATION

57. **Discussion** on Waller County Legislative Agenda. *No action required.*

58. **Discussion** on County Corridor Agreement. *No action required.*

DIRECTOR OF FACILITIES

59. Approve contracts for the design of buildings for Precincts 2 and 3.

    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*

60. ~~Ratify Participation Agreement with Sourcewell signed on May 9, 2024~~.
    Item WITHDRAWN.

61. ~~Approve contract with BOXX Modular for the purchase of modular buildings plus delivery fees in an amount not to exceed $758,126. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous]~~. **Item WITHDRAWN.**

MISCELLANEOUS

62. Approve a partial refund up to $500.00 to Jimmy Morris for denial of a Mass Gathering Permit for an event that was to be held August 30, 2024.

    Judge Duhon made motion to not provide any refund, seconded by Commissioner Amsler.
    Motion carried by 5-0 vote.

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

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

64. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third person~~s. **Item WITHDRAWN.**

EXECUTIVE SESSION

65. ~~Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071~~. **Item WITHDRAWN.**

66. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725~~. **Item WITHDRAWN.**

67. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725~~. **Item WITHDRAWN.**

68. ~~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 Beckendorr.
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 12:17 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 2nd day of October 2024.

_____
Carbett "Trey" J. Duhon, III
County Judge

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT03663 - 10/03/24 PR
Payroll Set: 01 - Waller County, TX

Pay Period: 09/15/2024 - 09/28/2024

Total Direct Deposits:	613,095.00
Total Check Amounts:	6,333.76

Males Paid:	225
Females Paid:	164
Total Employees:	389

EARNINGS

Pay Code	Units	Pay Amount
Cell	0.00	465.00
Comp Time Taken	246.75	5,679.73
H	24,858.60	657,191.40
Hol	468.75	11,848.31
Inclement Weather	147.10	3,639.39
Leave W/O Pay	107.50	0.00
OT	12.25	469.53
PT-H	544.50	9,761.66
Sal	325.00	92,540.23
Sal - No UI Tax	2.00	1,000.00
Sal - Sup	1.00	13,360.32
Sal-Other	4.00	4,396.01
Sick	826.88	21,511.60
STEP CMV	34.00	1,733.27
STEP Comp	16.00	860.41
Straight Time Taken	60.00	1,518.46
Task Force OT Hours	6.00	312.22
Travel	1.00	2,608.36
Vac	842.68	22,815.57
Total:	28,504.01	851,711.47

BENEFITS

Pay Code	Units	Pay Amount
Comp Earned	757.98	0.00
GTL Taxable Benefit	0.00	894.44
Straight Earned	221.75	0.00
Vehicle Taxable	227.00	651.00
Total:	1,206.73	1,545.44

TAXES

Code	Subject To	Employee	Employer
Fed W/H	754,445.52	61,624.83	0.00
FICA	818,580.36	50,751.90	50,751.90
Medicare	818,580.36	11,869.48	11,869.48
Unemployment	774,199.29	0.00	1,238.60
Total:		124,246.21	63,859.98

DEDUCTIONS

Code	Subject To	Employee	Employer
Ch 13 Wage Ded 1	0.00	540.00	0.00
Ch 13 Wage Ded 3	0.00	892.73	0.00
Child Support 1	0.00	4,003.00	0.00
Child Support 2	0.00	923.30	0.00
Child Support 4	0.00	36.92	0.00
Child Support MI SDU	0.00	132.18	0.00
Child Support MS DHS	0.00	200.78	0.00
Dental CAF-125-685	0.00	49.10	183.00
Dental Ins After Tax	0.00	147.30	518.50
Dental-CAF	0.00	2,896.90	9,668.50
Dental-Grant 228	0.00	0.00	30.50
Dental-Grant 318-578	0.00	24.55	30.50
Dental-Grant 318-592	0.00	0.00	30.50
Dental-SB22 324-416	0.00	24.55	30.50
Dental-SB22 325-516	0.00	49.10	152.50
Health CAF 125-685	0.00	351.08	6,598.88
Health Ins After Tax	0.00	1,266.86	20,199.20
Health-CAF	0.00	25,828.24	362,028.92
Health-Grant 228	0.00	37.54	1,044.50
Health-Grant 318-578	0.00	142.74	1,554.02
Health-Grant 318-592	0.00	37.54	1,044.50
Health-SB22 324-416	0.00	191.06	1,633.58
Health-SB22 325-516	0.00	528.08	6,575.28
Ins Adj-Dental CAF	0.00	49.10	30.50
Ins Adj-Health CAF	0.00	545.44	1,887.76
Ins Adj-Life A/Tax	0.00	2.19	2.54
Ins Adj-VTL A/Tax	0.00	11.70	0.00
Ins-Adj-Vision CAF	0.00	18.10	0.00
Life	0.00	162.80	889.00
Life-125-685	0.00	1.10	15.24
Life-Grant 228	0.00	0.00	2.54

DEDUCTIONS

Code	Subject To	Employee	Employer
Life-Grant 318-578	0.00	1.10	2.54
Life-Grant 318-592	0.00	0.00	2.54
Life-SB22 324-416	0.00	0.00	2.54
Life-SB22 325-516	0.00	2.20	15.24
MASA	0.00	849.25	0.00
MRP	0.00	3,097.00	0.00
Ret-GTL	846,938.33	0.00	2,032.52
Retirement	846,938.33	59,285.84	93,586.89
Valic	0.00	4,849.00	0.00
Vision CAF 125-685	0.00	2.29	0.00
Vision Ins After Tax	0.00	51.70	0.00
Vision-CAF	0.00	794.97	0.00
Vision-Grant 228	0.00	2.29	0.00
Vision-Grant 318-578	0.00	4.59	0.00
Vision-Grant 318-592	0.00	2.29	0.00
	Total:	108,036.50	509,793.23

RECAP 01 - Waller County, TX

Earnings:	851,711.47	Benefits:	1,545.44	Deductions:	108,036.50	Taxes:	124,246.21	Net Pay:	619,428.76

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06561 - PYPKT03663 - 10/03/24 PR

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

Vendor: 17844 - DAVID G. PEAKE, TRUSTEE — **Vendor Total: 540.00**

INV0008709	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	540.00	0.00	0.00	0.00	540.00
Chapter 13 Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	540.00	0.00	0.00	0.00	540.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		540.00	0%

Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC. — **Vendor Total: 849.25**

INV0008743	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	849.25	0.00	0.00	0.00	849.25
Payroll Deduction	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	849.25	0.00	0.00	0.00	849.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111450	MASA		849.25	0%

Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT — **Vendor Total: 132.18**

INV0008753	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	132.18	0.00	0.00	0.00	132.18
Child Support Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Payment	N/A	0.00	0.00	132.18	0.00	0.00	0.00	132.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		132.18	0%

Vendor: 17845 - MISSISSIPPI DEPARTMENT OF HUMAN SERVICES — **Vendor Total: 200.78**

INV0008714	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	200.78	0.00	0.00	0.00	200.78
Child Support Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Payment	N/A	0.00	0.00	200.78	0.00	0.00	0.00	200.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		200.78	0%

Vendor: 07548 - TAC HEBP — **Vendor Total: 447,400.32**

INV0008715	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	232.10	0.00	0.00	0.00	232.10
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	232.10	0.00	0.00	0.00	232.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		232.10	0%

INV0008716	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	665.80	0.00	0.00	0.00	665.80
BCBS invoice	APBNK - APBNK				No					

Item 3.

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	665.80	0.00	0.00	0.00	665.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		665.80	0%

INV0008717	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	12,565.40	0.00	0.00	0.00	12,565.40
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	12,565.40	0.00	0.00	0.00	12,565.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		12,565.40	0%

INV0008718	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	30.50	0.00	0.00	0.00	30.50
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	30.50	0.00	0.00	0.00	30.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		30.50	0%

INV0008719	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	55.05	0.00	0.00	0.00	55.05
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	55.05	0.00	0.00	0.00	55.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		55.05	0%

INV0008720	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	30.50	0.00	0.00	0.00	30.50
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	30.50	0.00	0.00	0.00	30.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		30.50	0%

INV0008721	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	55.05	0.00	0.00	0.00	55.05
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	55.05	0.00	0.00	0.00	55.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		55.05	0%

INV0008722	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	201.60	0.00	0.00	0.00	201.60
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	201.60	0.00	0.00	0.00	201.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		201.60	0%

Item 3.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008723	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	6,949.96	0.00	0.00	0.00	6,949.96
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	6,949.96	0.00	0.00	0.00	6,949.96

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		6,949.96	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008724	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	21,466.06	0.00	0.00	0.00	21,466.06
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	21,466.06	0.00	0.00	0.00	21,466.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		21,466.06	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008725	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	387,857.16	0.00	0.00	0.00	387,857.16
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	387,857.16	0.00	0.00	0.00	387,857.16

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		387,857.16	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008726	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	1,082.04	0.00	0.00	0.00	1,082.04
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,082.04	0.00	0.00	0.00	1,082.04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,082.04	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008727	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	1,696.76	0.00	0.00	0.00	1,696.76
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,696.76	0.00	0.00	0.00	1,696.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,696.76	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008728	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	1,082.04	0.00	0.00	0.00	1,082.04
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,082.04	0.00	0.00	0.00	1,082.04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,082.04	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008729	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	1,824.64	0.00	0.00	0.00	1,824.64
BCBS Invoice	APBNK - APBNK				No					

Item 3.

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,824.64	0.00	0.00	0.00	1,824.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,824.64	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008730	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	7,103.36	0.00	0.00	0.00	7,103.36
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	7,103.36	0.00	0.00	0.00	7,103.36

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		7,103.36	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008731	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	79.60	0.00	0.00	0.00	79.60
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	79.60	0.00	0.00	0.00	79.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		79.60	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008732	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2,433.20	0.00	0.00	0.00	2,433.20
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	2,433.20	0.00	0.00	0.00	2,433.20

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2,433.20	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008733	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	4.73	0.00	0.00	0.00	4.73
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	4.73	0.00	0.00	0.00	4.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		4.73	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008734	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	11.70	0.00	0.00	0.00	11.70
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	11.70	0.00	0.00	0.00	11.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		11.70	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008735	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	18.10	0.00	0.00	0.00	18.10
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	18.10	0.00	0.00	0.00	18.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		18.10	0%

Item 3.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0008736	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	1,051.80	0.00	0.00	0.00	1,051.80
BCBS invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	1,051.80	0.00	0.00	0.00	1,051.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		1,051.80	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0008737	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	16.34	0.00	0.00	0.00	16.34
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	16.34	0.00	0.00	0.00	16.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		16.34	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0008738	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0008739	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	3.64	0.00	0.00	0.00	3.64
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	3.64	0.00	0.00	0.00	3.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		3.64	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0008740	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0008741	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0008742	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	17.44	0.00	0.00	0.00	17.44
BCBS Invoice	APBNK - APBNK			No						

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	17.44	0.00	0.00	0.00	17.44

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		17.44	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008747	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008748	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	51.70	0.00	0.00	0.00	51.70
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	51.70	0.00	0.00	0.00	51.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		51.70	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008749	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	794.97	0.00	0.00	0.00	794.97
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	794.97	0.00	0.00	0.00	794.97

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		794.97	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008750	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008751	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	4.59	0.00	0.00	0.00	4.59
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	4.59	0.00	0.00	0.00	4.59

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		4.59	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008752	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 07551 - TEXAS ASSOCIATION OF COUNTIES									**Vendor Total:**	**1,238.60**
INV0008757 Quarterly unemployment	Invoice APBNK - APBNK	10/3/2024	10/3/2024	10/31/2024	10/3/2024 No	1,238.60	0.00	0.00	0.00	1,238.60

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Quarterly unemployment	N/A	0.00	0.00	1,238.60	0.00	0.00	0.00	1,238.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-200-112900	Accounts Payable		1,238.60	0%

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 21207 - TIFFANY D. CASTRO, CHAPTER 13 TRUSTEE									**Vendor Total:**	**892.73**
INV0008710 Chapter 13 Payment	Invoice APBNK - APBNK	10/3/2024	10/3/2024	10/3/2024	10/3/2024 No	892.73	0.00	0.00	0.00	892.73

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	892.73	0.00	0.00	0.00	892.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		892.73	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	40	451,253.86	0.00	0.00	0.00	451,253.86	0.00	451,253.86
	Grand Total:	**451,253.86**	**0.00**	**0.00**	**0.00**	**451,253.86**	**0.00**	**451,253.86**

Account Summary

Account	Name		Amount
999-200-112900	Accounts Payable		1,238.60
999-203-111200	Medical Insurance		23,296.83
999-203-111301	Medical Insurance/Cafeteria		424,103.49
999-203-111450	MASA		849.25
999-203-111500	Wage Garnishment		1,765.69
		Total:	**451,253.86**

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06562 - PYPKT03663 - 10/03/24 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 01555 - INTERNAL REVENUE SERVICE									**Vendor Total:**	**186,867.59**
INV0008754	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	23,738.96	0.00	0.00	0.00	23,738.96
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 10/3/2024			**Bank Draft:**	DFT0004214

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	23,738.96	0.00	0.00	0.00	23,738.96

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		23,738.96	0%

INV0008755	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	101,503.80	0.00	0.00	0.00	101,503.80
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 10/3/2024			**Bank Draft:**	DFT0004215

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	101,503.80	0.00	0.00	0.00	101,503.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		101,503.80	0%

INV0008756	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	61,624.83	0.00	0.00	0.00	61,624.83
941 Federal Withholding	APBNK - APBNK				No	**Payment Date:** 10/3/2024			**Bank Draft:**	DFT0004216

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	61,624.83	0.00	0.00	0.00	61,624.83

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		61,624.83	0%

Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM									**Vendor Total:**	**154,905.25**
INV0008744	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	2,032.52	0.00	0.00	0.00	2,032.52
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 10/31/2024			**Bank Draft:**	DFT0004211

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	2,032.52	0.00	0.00	0.00	2,032.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		2,032.52	0%

INV0008745	Invoice	10/3/2024	10/3/2024	10/31/2024	10/3/2024	152,872.73	0.00	0.00	0.00	152,872.73
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 10/31/2024			**Bank Draft:**	DFT0004212

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	152,872.73	0.00	0.00	0.00	152,872.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		152,872.73	0%

Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT									**Vendor Total:**	**4,963.22**
INV0008711	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	4,003.00	0.00	0.00	0.00	4,003.00
Child support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 10/3/2024			**Bank Draft:**	DFT0004208

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	4,003.00	0.00	0.00	0.00	4,003.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		4,003.00	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008712	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	923.30	0.00	0.00	0.00	923.30
Child Support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 10/3/2024		**Bank Draft:**		DFT0004209

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	923.30	0.00	0.00	0.00	923.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		923.30	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008713	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	36.92	0.00	0.00	0.00	36.92
Child Support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 10/3/2024		**Bank Draft:**		DFT0004210

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	36.92	0.00	0.00	0.00	36.92

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		36.92	0%

Vendor: 08160 - VARIABLE ANNUITY LIFE INS. **Vendor Total:** **4,849.00**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008746	Invoice	10/3/2024	10/3/2024	10/3/2024	10/3/2024	4,849.00	0.00	0.00	0.00	4,849.00
Payroll Deductions	APBNK - APBNK				No	**Payment Date:** 10/3/2024		**Bank Draft:**		DFT0004213

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deductions	N/A	0.00	0.00	4,849.00	0.00	0.00	0.00	4,849.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-112000	VALIC		4,849.00	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	351,585.06	0.00	0.00	0.00	351,585.06	351,585.06	0.00
	Grand Total:	**351,585.06**	**0.00**	**0.00**	**0.00**	**351,585.06**	**351,585.06**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		125,242.76
999-203-110200	FIT Payable		61,624.83
999-203-111401	Retirement TCDRS		154,905.25
999-203-111500	Wage Garnishment		4,963.22
999-203-112000	VALIC		4,849.00
		Total:	**351,585.06**

Invoice

Waller County Economic Dev.
519 9th St Suite A.
Hempstead, TX 77445

Bill To
Waller County 425 FM 1488 Hempstead, TX 77445

Registration # 016294
Joan Sargent Waller Co. Treasurer
Deputy MP Date 9/5/2024

Date	Invoice No.	P.O. Number	Terms	Project
10/01/24	2512	contract	Net 15	

Item	Description	Quantity	Rate	Amount
County Contract payment	2024 Contract - 4th Qtr Pymt		75,000.00	75,000.00
			Subtotal	$75,000.00
			Sales Tax	$0.00
			Total	$75,000.00

SEP 3'24 PM 1:37 TREASURER

SEP 6'24 AM 8:49 AUDITOR

24.UP.036

Item 9.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that AT&T (utility contractor) proposes to place a fiber optic and handholes within the right-of-way of See Attached Background Doc (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Place 7028' of fiber optic cable in 1¼" innerduct and (3) handholes and (1) PFP cabinet.

The _____ will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 1st day of October, 2024.

Firm: Millennium Geospatial
By: Craig T Wantlet
Signature: Craig T Wantlet
Title: OSP Engineer

Address: 2676 Noel Dr
Green Bay, WI 54311
Phone: 920-606-6287
Email: craig.wantlet@milleniumgeospatial.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9-6-2024
Date

Traffic Controls Required: Y (N)
Traffic Controls Reviewed By: RJPG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 2
R&B Inspector: ROBERT J.P. GOODSPEED

24. VP. 036

BACKGROUND DOCUMENT-A02W6AG-DA1227PE

AT&T will be placing fiber optic cables along the following roads in Waller County to serve with fiber optic service:

Joseph Rd

Robinhood Ln

AT&T will cross the following roads:

Oak Hollow Blvd

Pinewood Valley Dr

Joseph Rd

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: SEE ATTACHED BACKGROUND DOC

DATE: **09/03/2024**

To: A T & T
[Millenium Geospatial]
2676 Noel Dr.
Green Bay, WI 54311

Permit # 24.UP.036

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/03/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

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

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

_____

Debbie Hollan, County Clerk

_____

Deputy

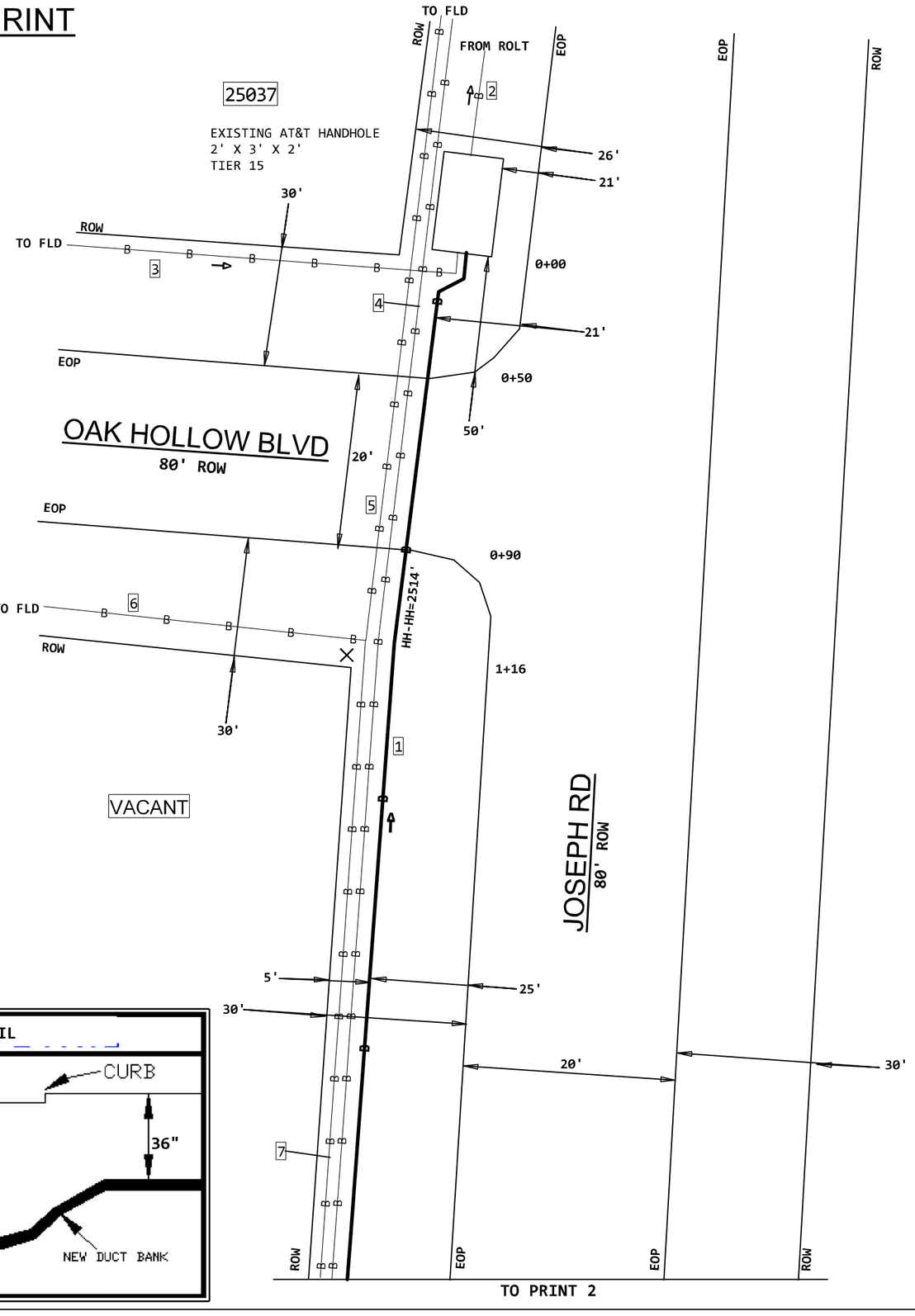
WALLER COUNTY PERMIT PRINT

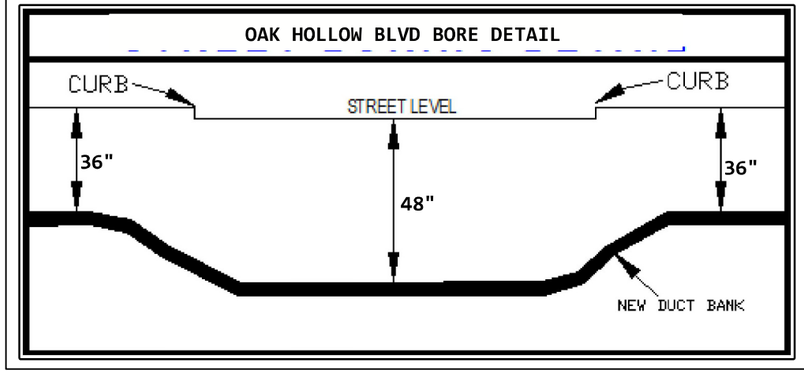
CAUTION! BURIED GAS, ELECTRIC & CATV IN ROU... E.

Item 9.

ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

1. **PROPOSED 1.25" INNERDUCT EQUIPPED WITH FIBER OPTIC CABLE**
2. EXISTING AT&T FIBER OPTIC CABLE TO REMAIN IN PLACE
3. EXISTING AT&T FIBER OPTIC CABLE TO REMAIN IN PLACE
4. EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE
5. EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE
6. EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE
7. EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE





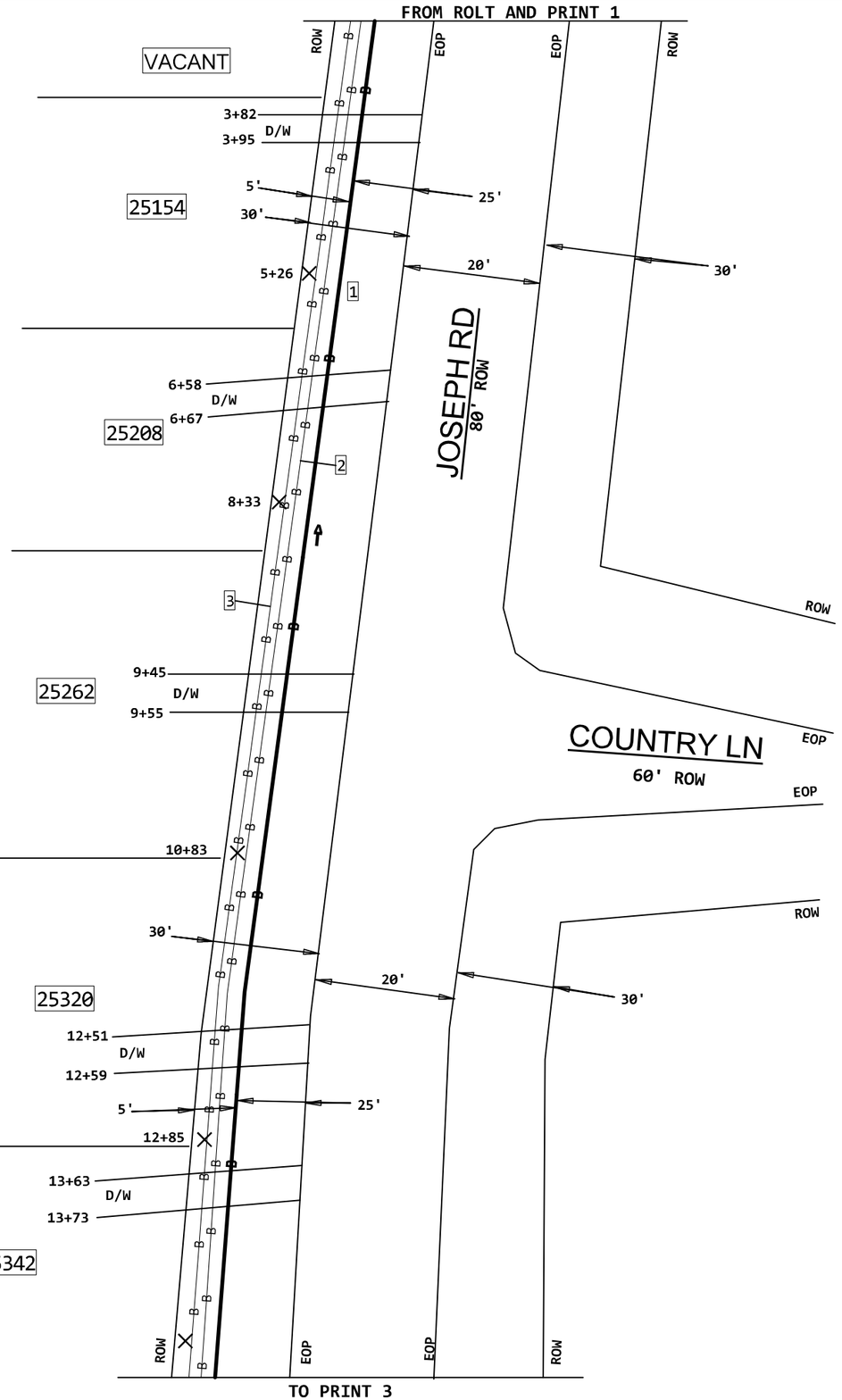
A02W6AG
PRINT 1 OF 8

WALLER COUNTY PERMIT PRINT

1 **PROPOSED 1.25" INNERDUCT EQUIPPED WITH FIBER OPTIC CABLE**

2 EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE

3 EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE



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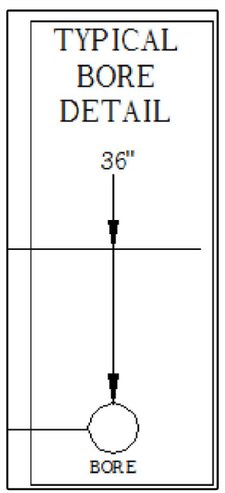

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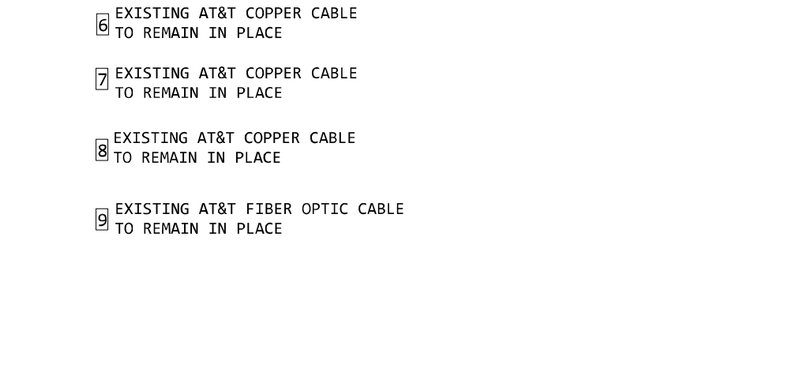
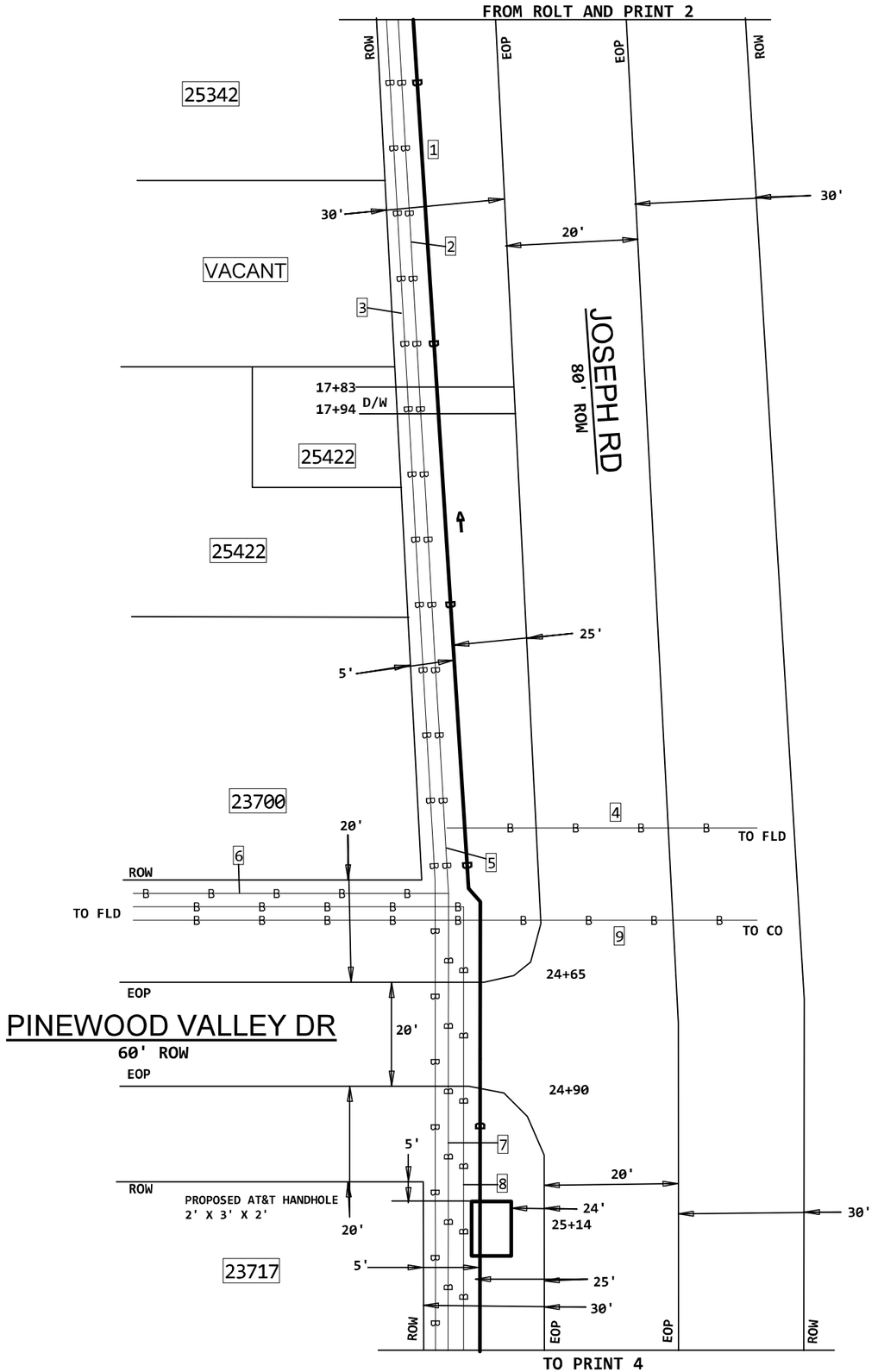
6 EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE

7 EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE

8 EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE

9 EXISTING AT&T FIBER OPTIC CABLE TO REMAIN IN PLACE





CAUTION!

BURIED GAS, ELECTRIC & CATV IN ROU E.

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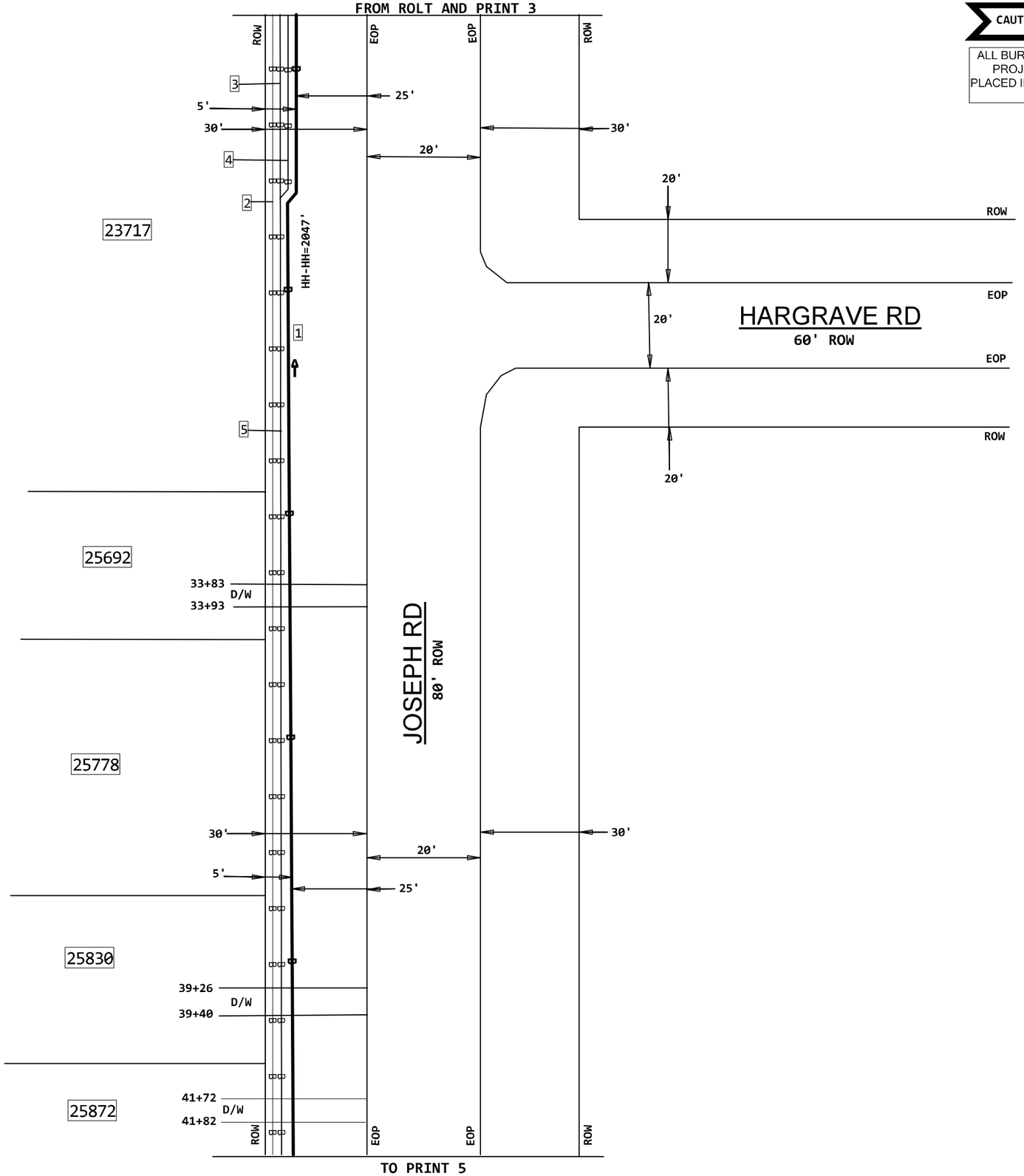
4 EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE

5 EXISTING AT&T COPPER CABLE TO REMAIN IN PLACE

FROM ROLT AND PRINT 3



TO PRINT 5

CAUTION!

BURIED GAS, ELECTRIC & CATV IN ROU E.

Item 9.

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WALLER COUNTY PERMIT PRINT

FROM ROLT AND PRINT 4

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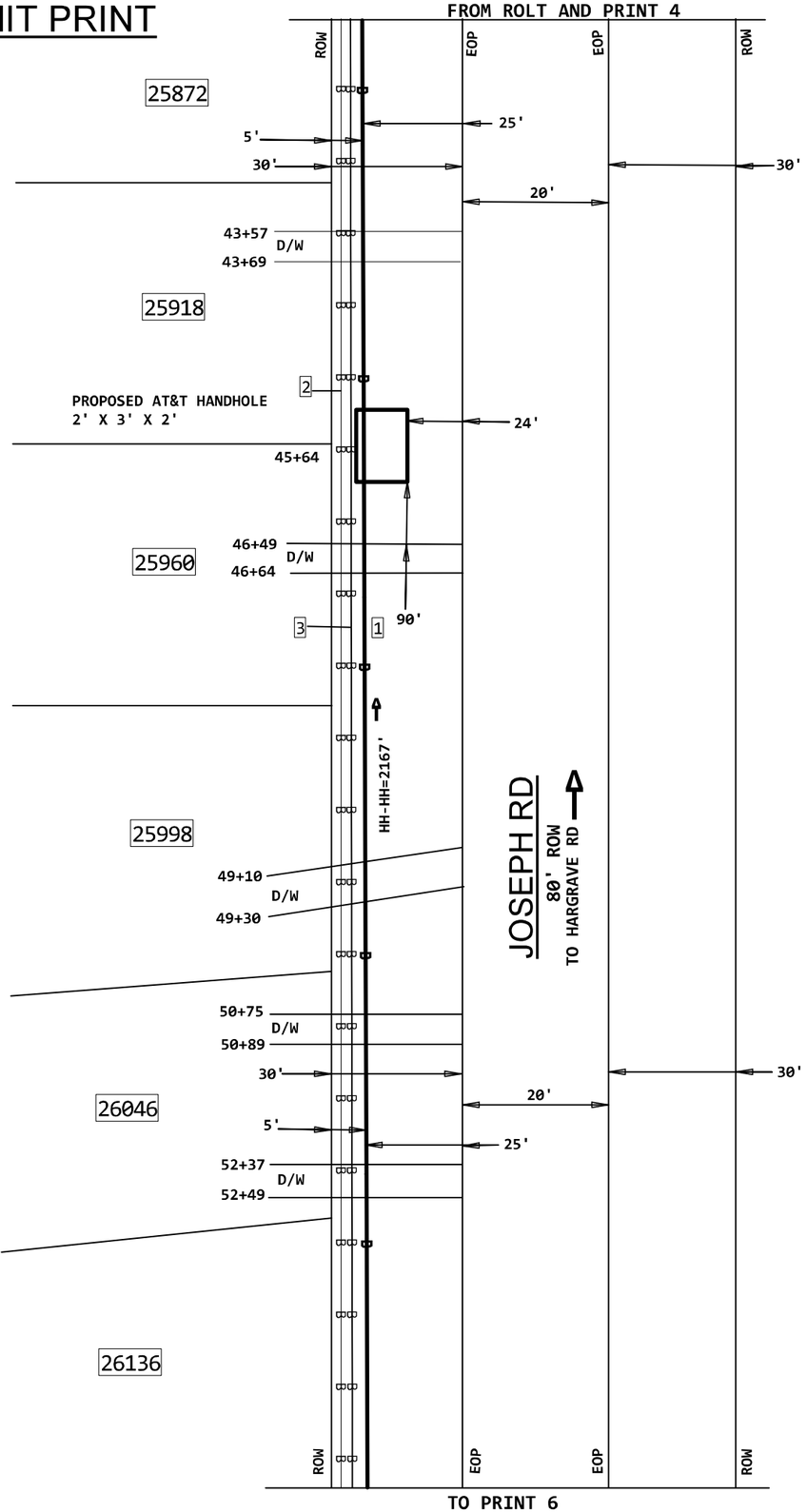
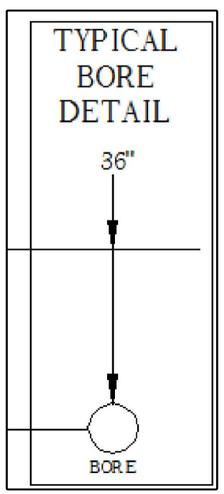


TO PRINT 6

TYPICAL BORE DETAIL



A02W6AG
PRINT 5 OF 8

WALLER COUNTY PERMIT PRINT

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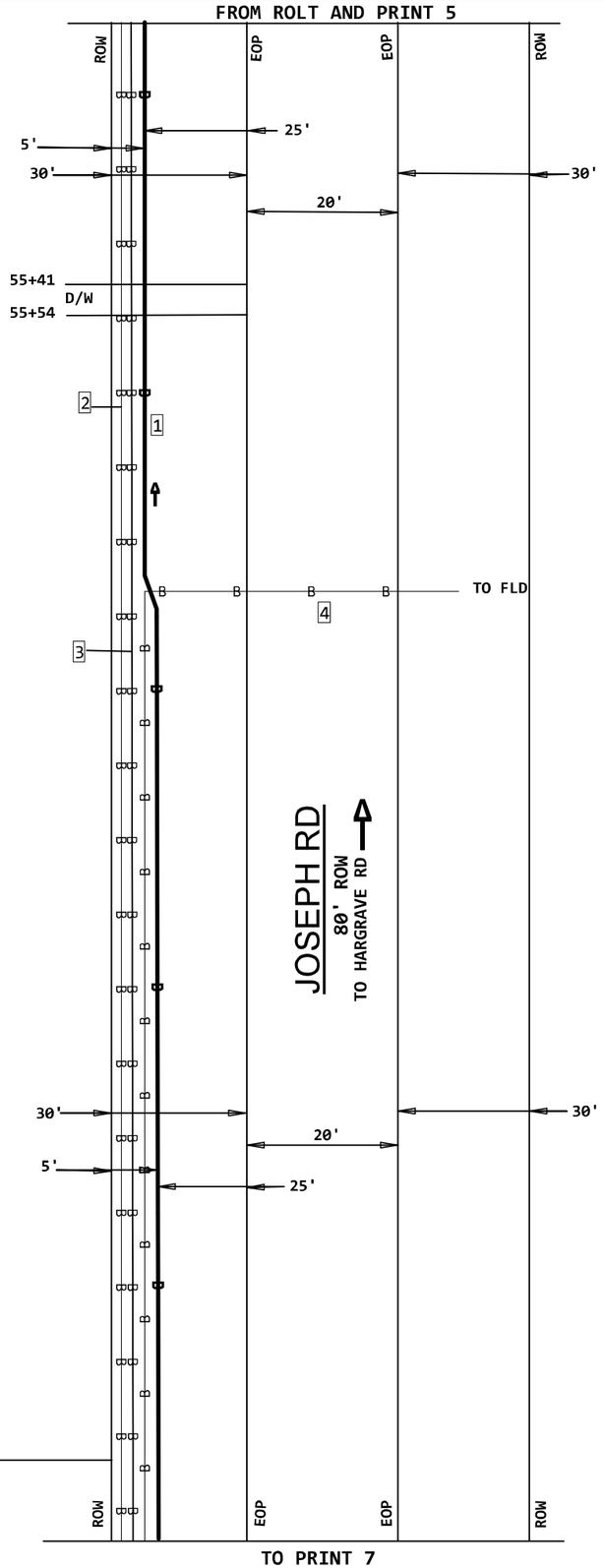

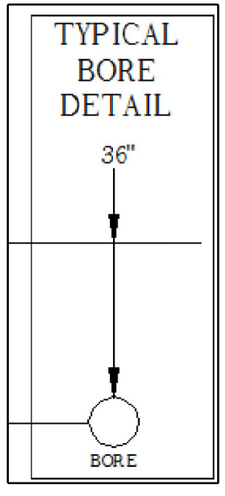

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Item 9.

A02W6AG
PRINT 6 OF 8

WALLER COUNTY PERMIT PRINT

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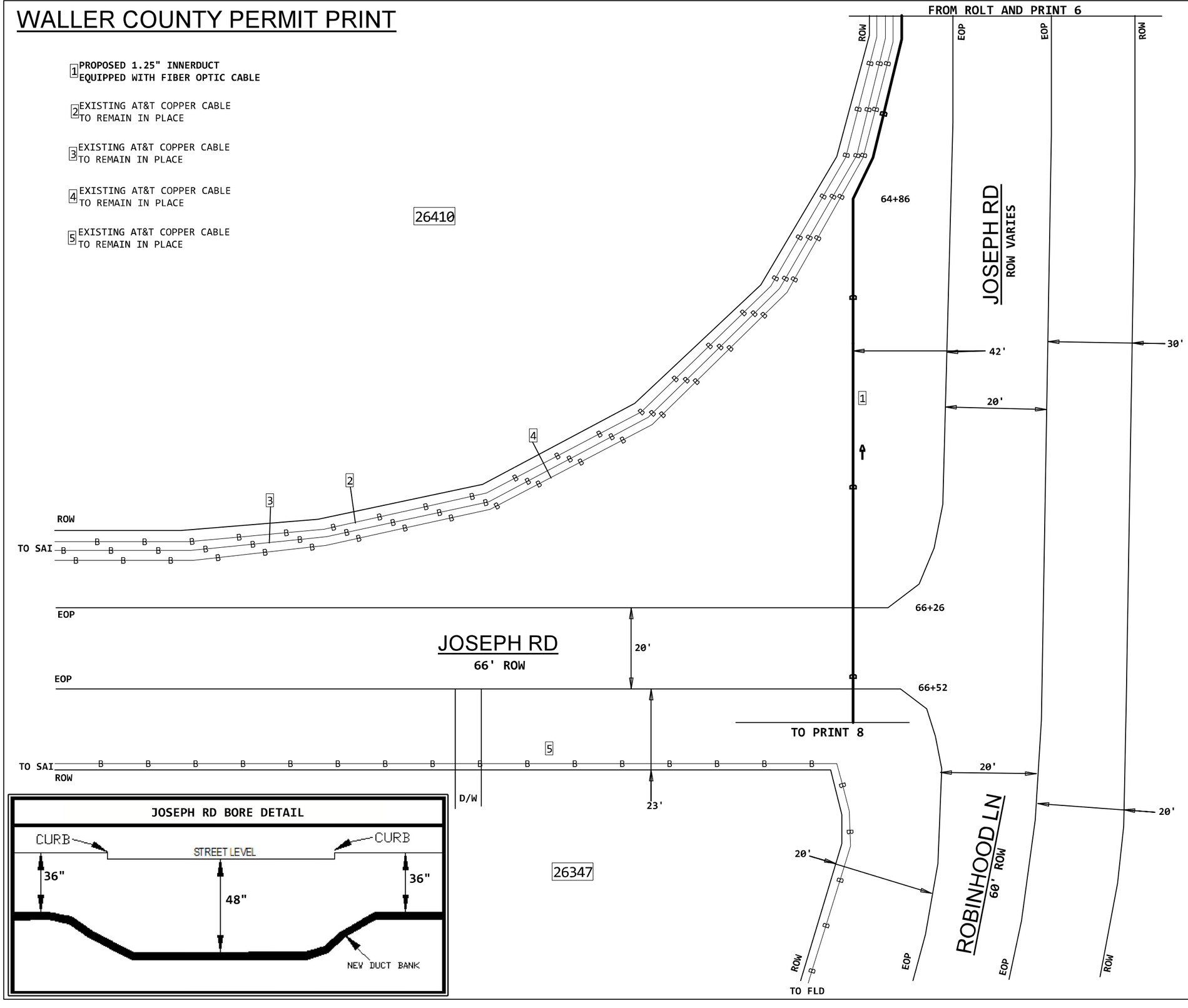

A02W6AG
PRINT 7 OF 8

WALLER COUNTY PERMIT PRINT

6 **PROPOSED 1.25" INNERDUCT EQUIPPED WITH FIBER OPTIC CABLE**

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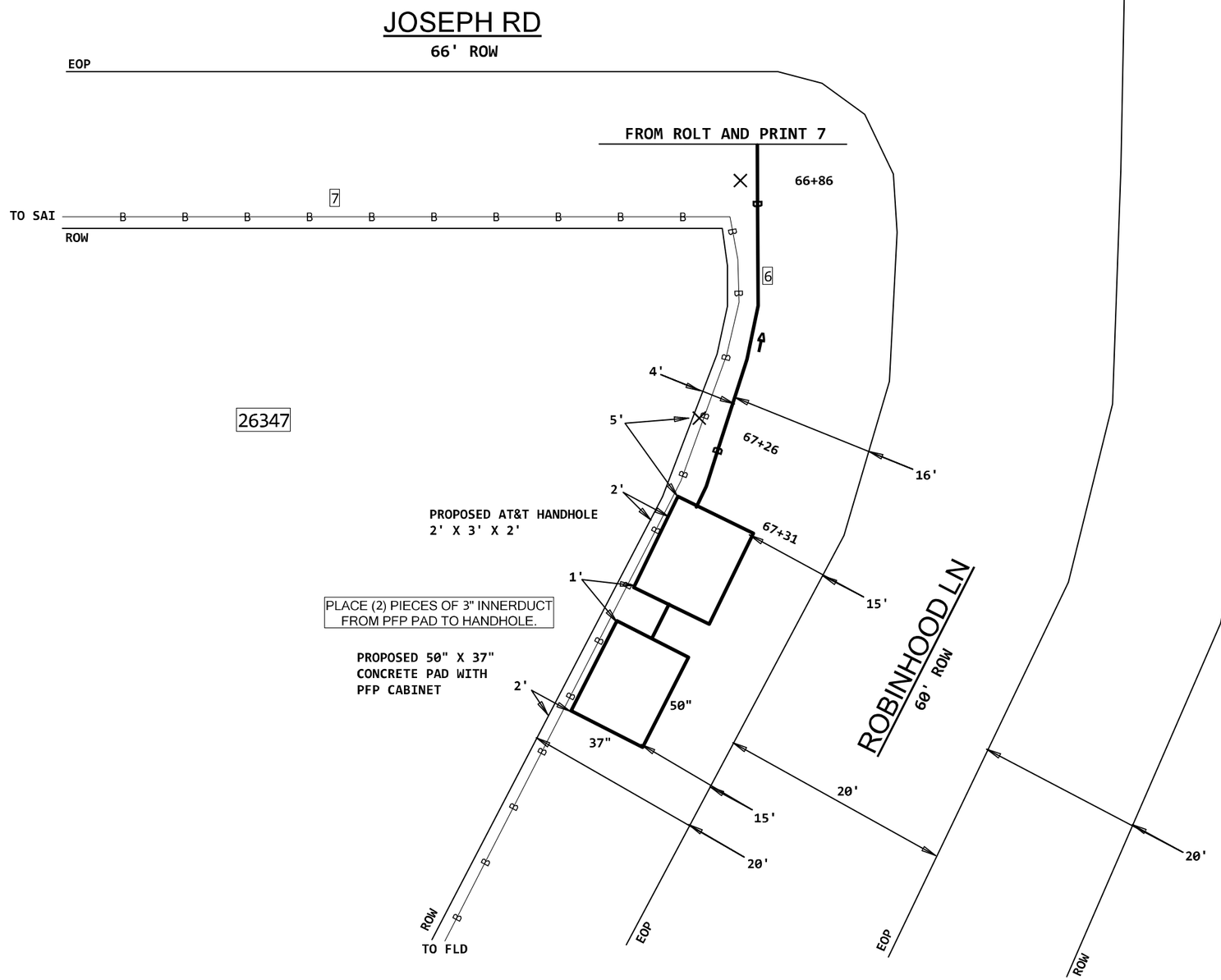
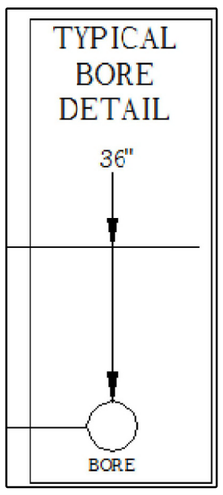
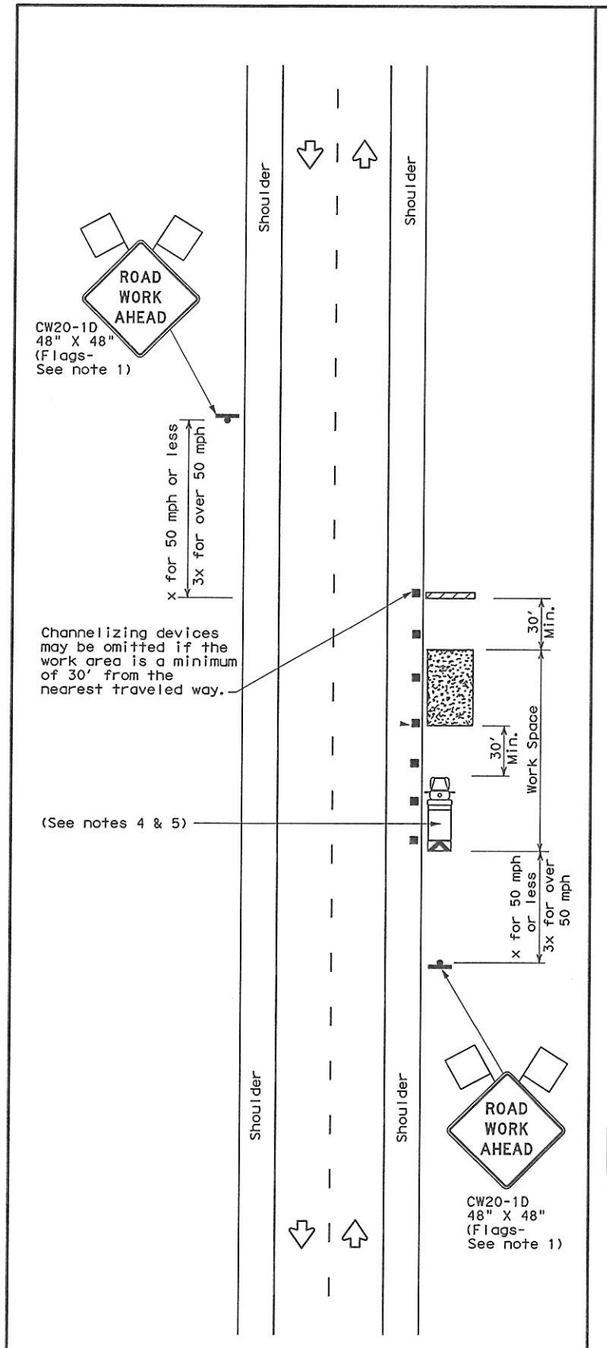
Item 9.





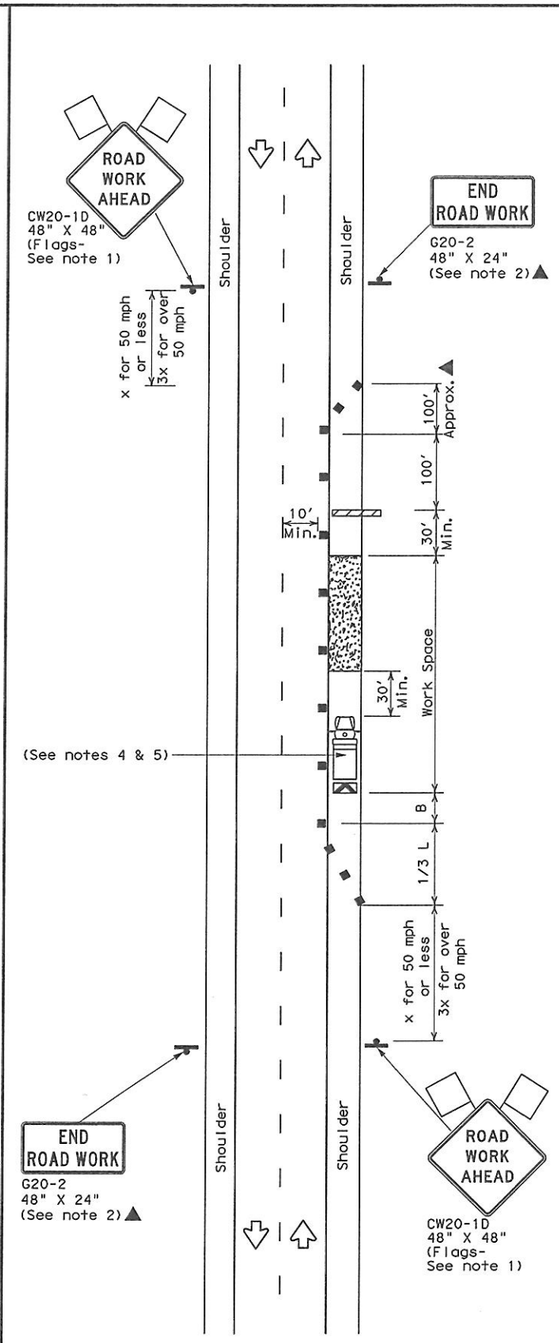
A02W6AG
PRINT 8 OF 8

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



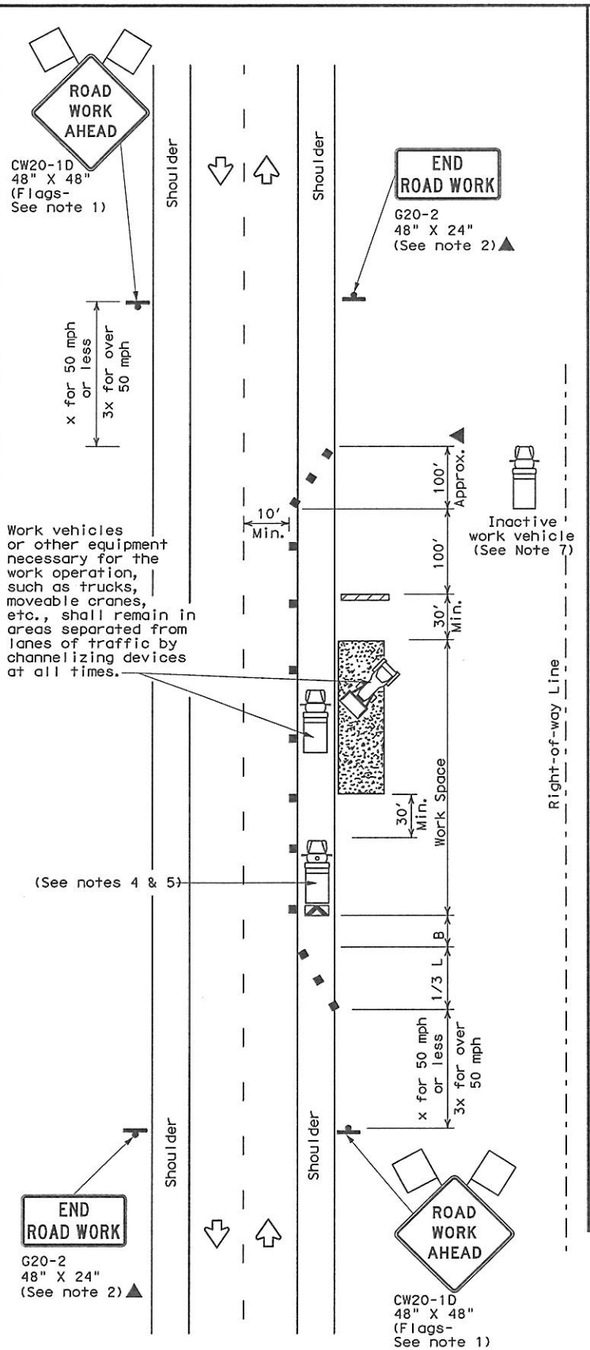
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-12

© TxDOT December 1985

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
2-94 2-12
8-95
1-97
4-98

DATE:
FILE:

24.UP.046

Item 10.

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that AT&T (utility contractor) proposes to place a TELEPHONE LINE within the right-of-way of SEE ATTACHED SHEET (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Installation of buried telephone line and handholes in the public ROW. See drawings for exact locations.

All installation will have a minimum DOC of 36". Total buried installation = 9,124 LF.

The TELEPHONE LINE will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 23RD day of SEPTEMBER, 20 24.

Firm: CABLETEX

By: TROY HART

Signature: T HART

Title: LEAD SUPERVISOR

Address: 23603 W FERNHURST DR - SUITE 2105
PARK ROW, TX 77494

Phone: 713-230-8366

Email: TROY.HART@CABLETEX.NET

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

6-17-24

Date

Traffic Controls Required: Y N
Traffic Controls Reviewed By: _____
Bond: Y N Bond Amount ($): _____
Floodplain Dev. Permit Required: Y N
Permit #: _____ Precinct #: _____
R&B Inspector: _____

9/12/2024

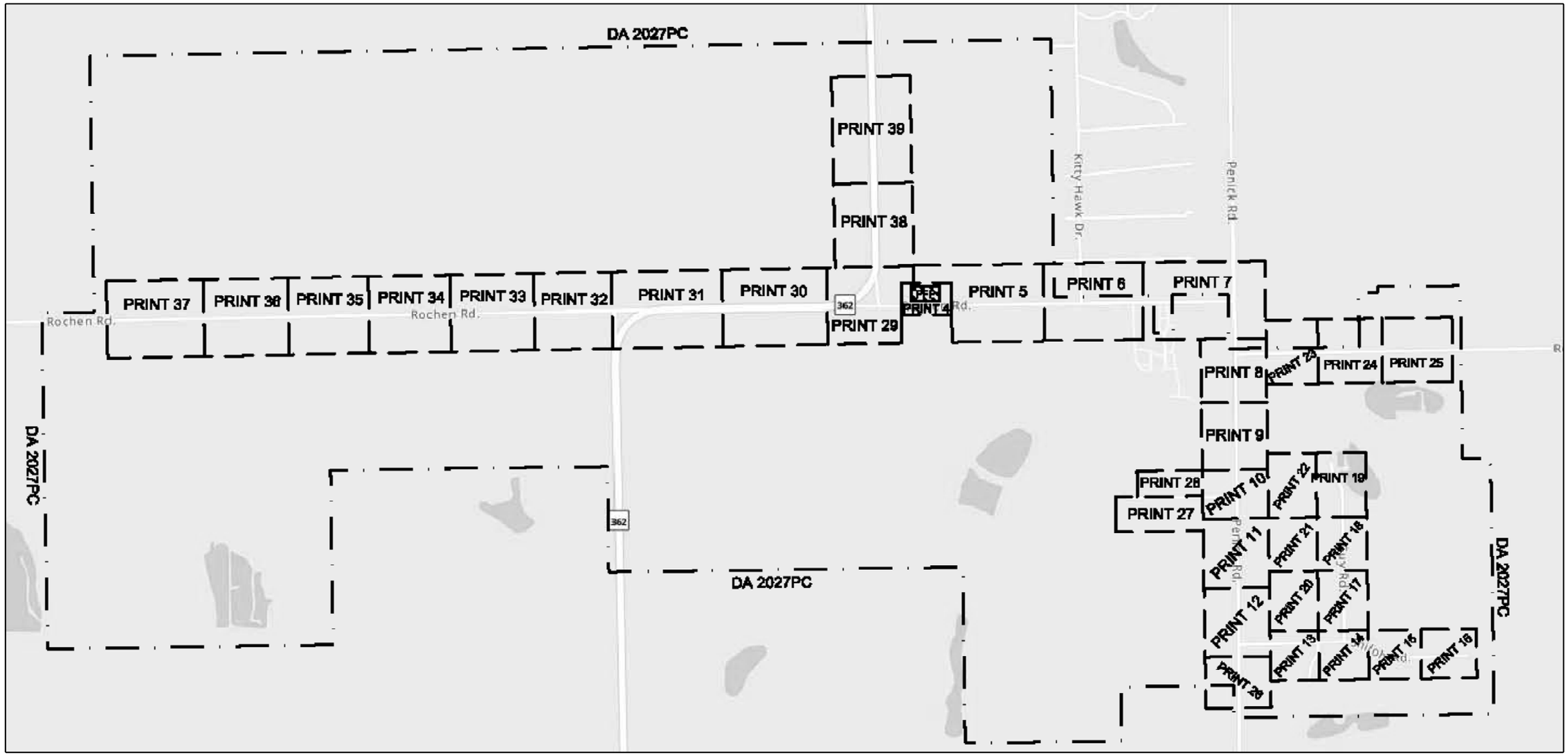
A02VSL3 – DA 2027PC – F2 – (1044)

See below all Road(s) that will have buried installation involved in the public ROW:

Rochen Rd
Penick Rd
Shiloh Rd
Guy Rd

PIVOTAL

PSA 2027PC



CONSTRUCTION NOTE:
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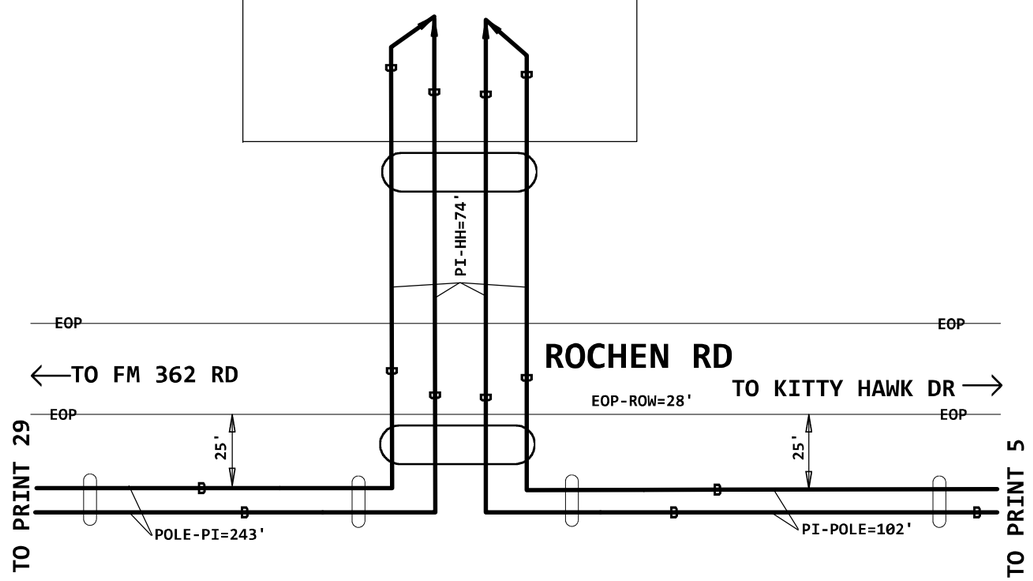
4

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:		PERMIT REQ'D.
PHONE #:		PRINT 1

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

EXISTING
AT&T
HANDHOLE



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 4	

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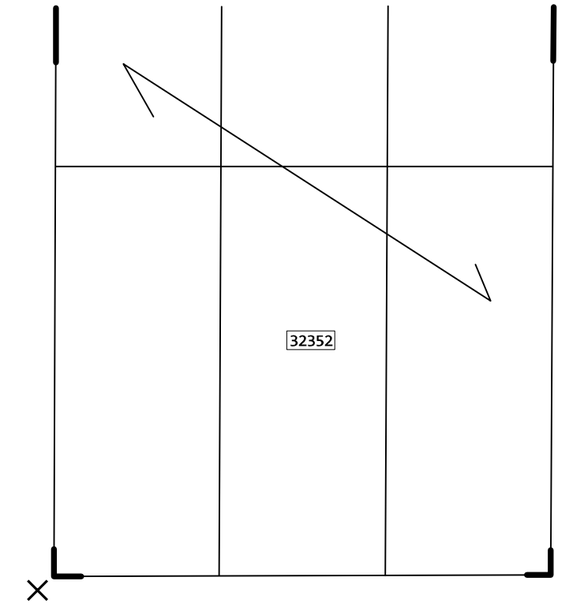
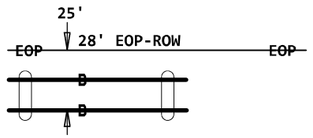
4

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



TO PRINT 4



ROCHEN RD

P-UNK#1 P-UNK#2 P-UNK#3 P-UNK#4

21' RISER

32333

PRIVATE ROAD

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

4

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 5	

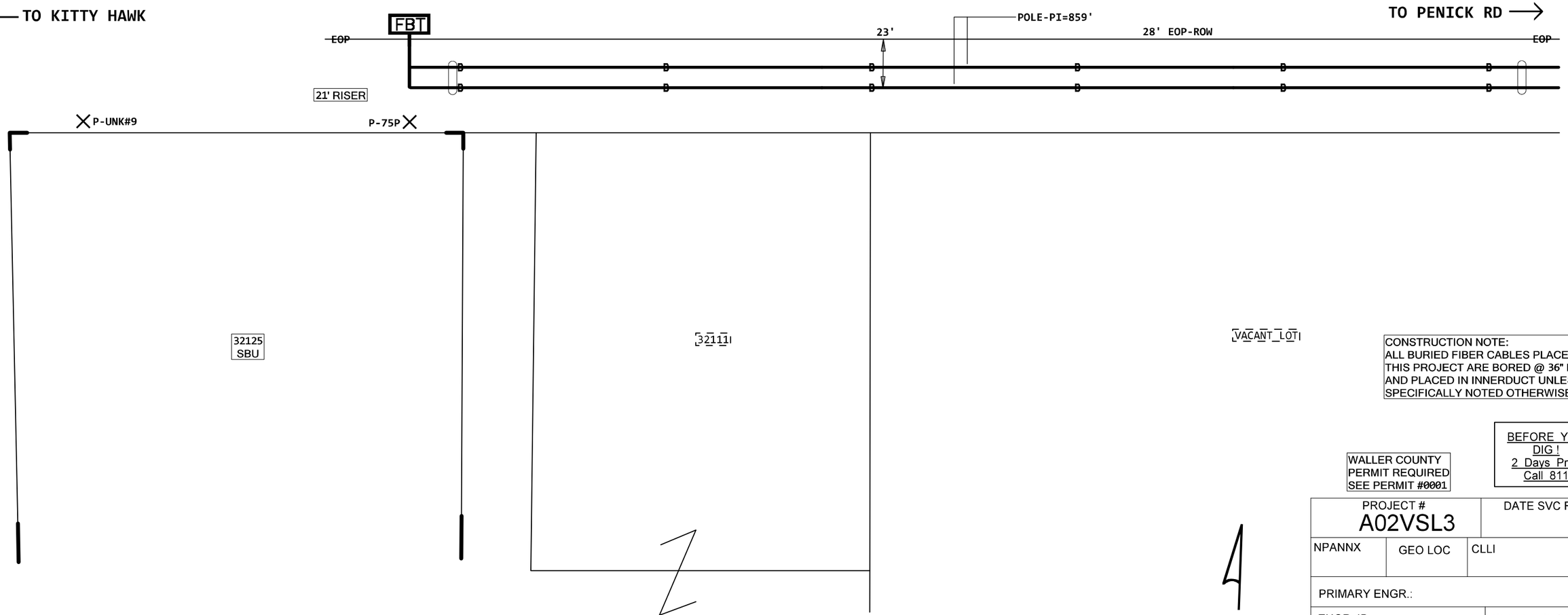
AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

ROCHEN RD

← TO KITTY HAWK

TO PENICK RD →

TO PRINT 8



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 7	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

ROCHEN RD

TO PRINT 23

PENICK RD

PI-P=931'
POLE-PI=59'
EOP
18'

28' EOP-ROW

18'

PI-POLE=262'

21' RISER

P-UNK#10

P-UNK#11

P-UNK#12

PI-PI=31'

28' EOP-ROW

23'

EOP

TO PRINT 7

14655

ROCHEN RD

VACANT LOT

VACANT LOT

14677

14711

14707

BEFORE YOU DIG !
2 Days Prior Call 811

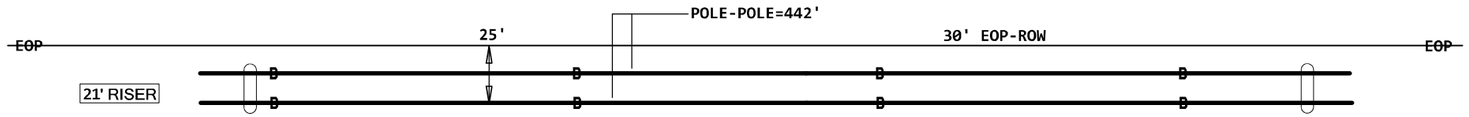
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

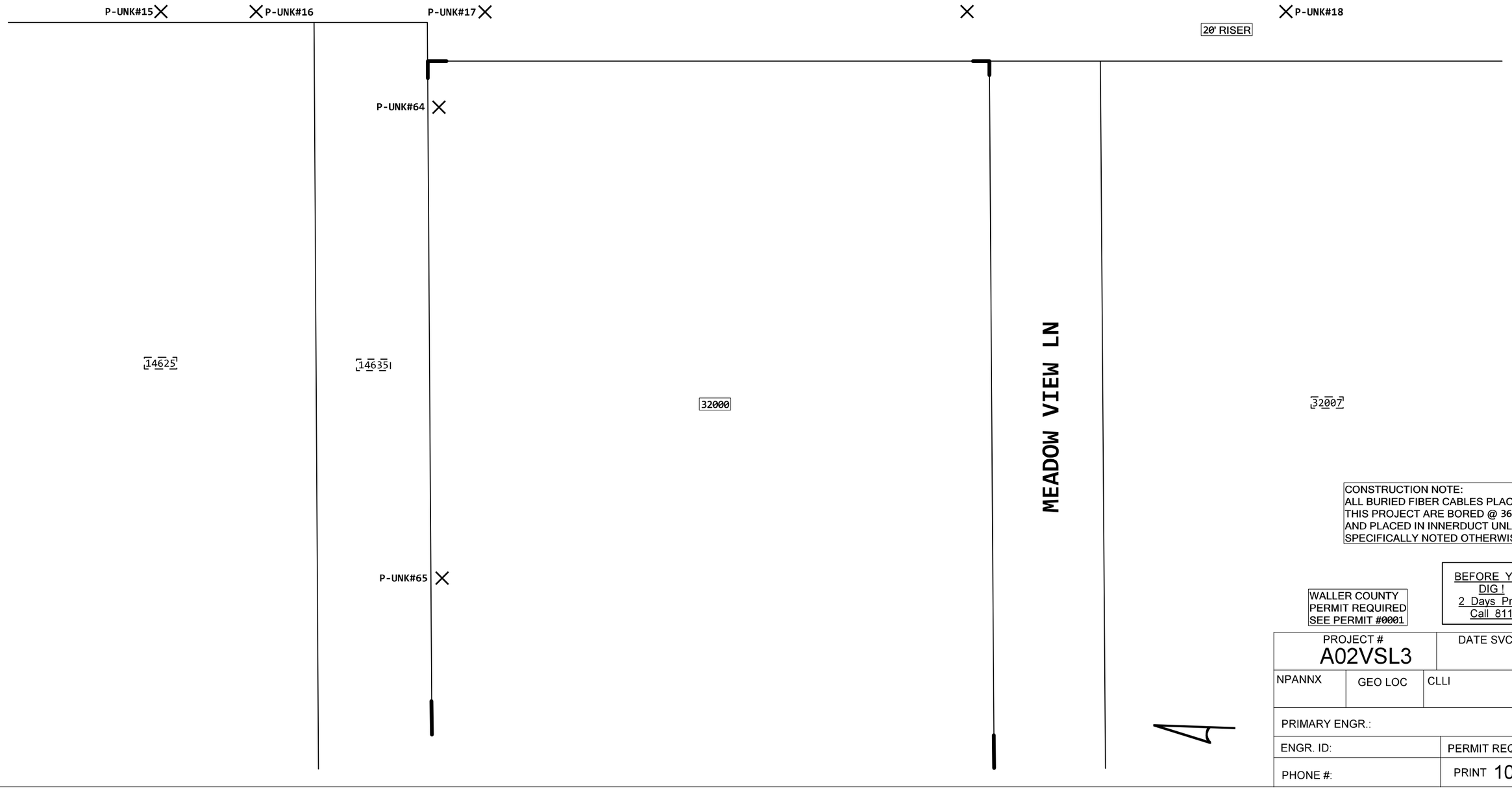
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 8	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

PENICK RD





CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 10	

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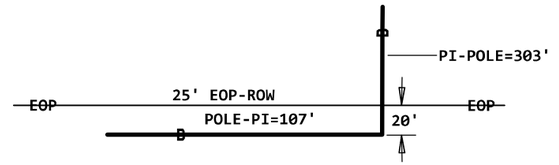
SHILOH RD

TO PRINT 13

PENICK RD



P-UNK#21

P-UNK#22

22' RISER

14513

14435

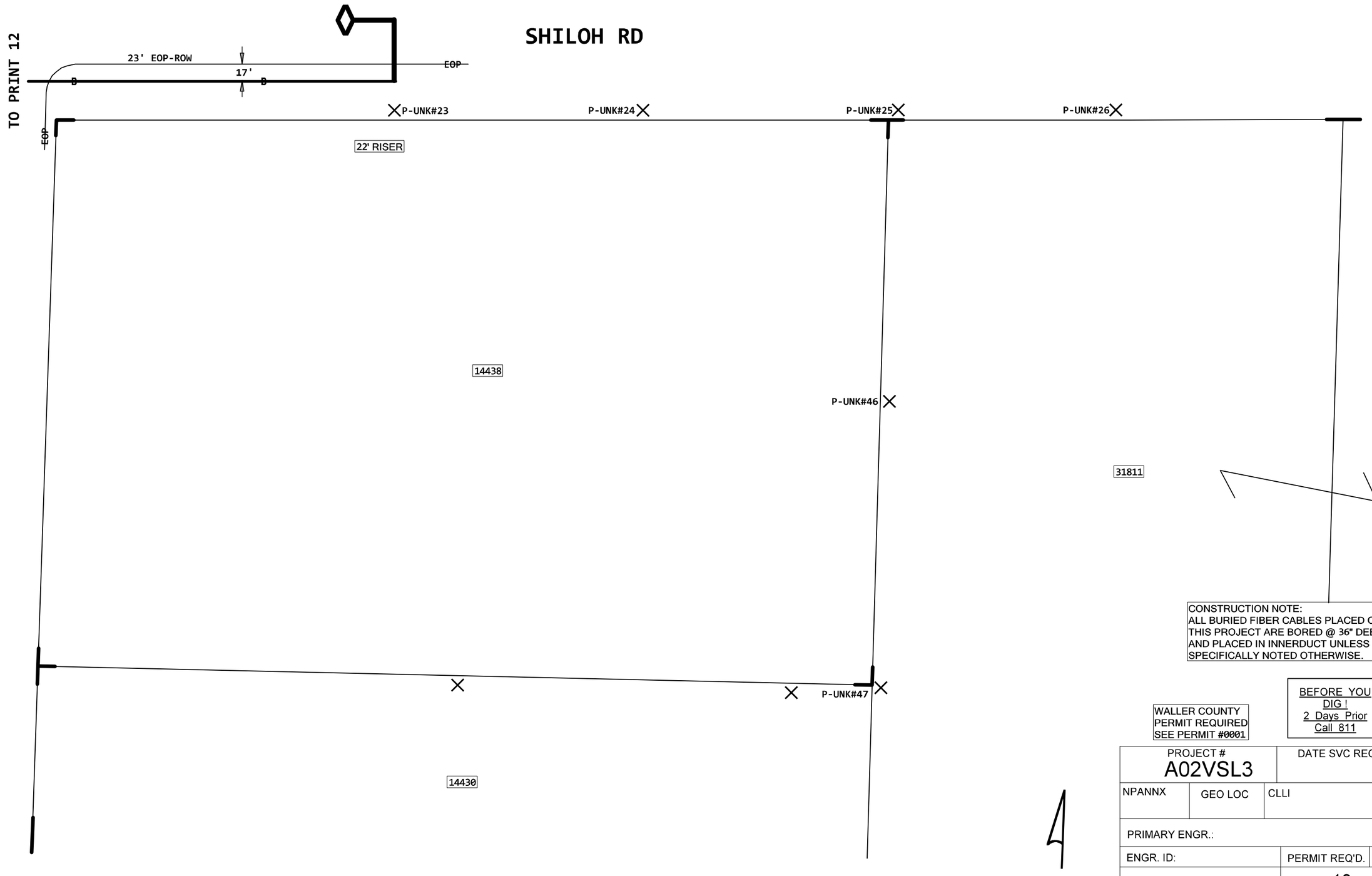
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 12	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 13	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

31802

GUY RD

SHILOH RD

TO PRINT 13

P-UNK#27

P-UNK#28

P-UNK#29

22' RISER

EOP

B

15'

22' EOP-ROW

POLE-P=387'

B

TO PRINT 15

4

31811

31715

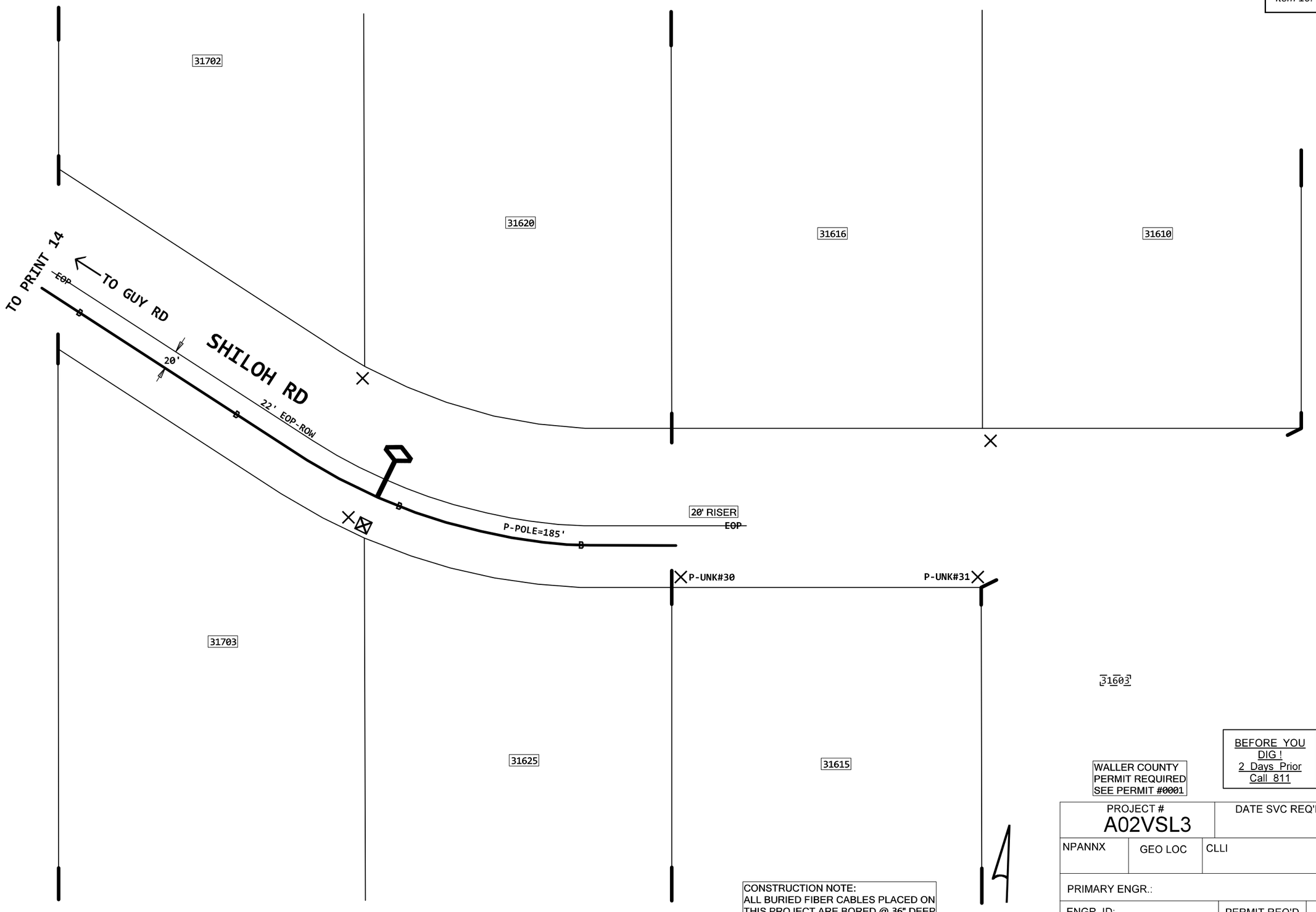
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 14	

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:		PERMIT REQ'D. Y
PHONE #:		PRINT 15

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

14714
VAC

14710

14702
14702 TRLR

21' RISER

P-UNK#45

P-UNK#44

P-UNK#43

P-UNK#42

TO PRINT 19

D

D

D

15'

P-POLE=742'

EOP

EOP

20' EOP-ROW

TO SHILOH RD ⟶

GUY RD

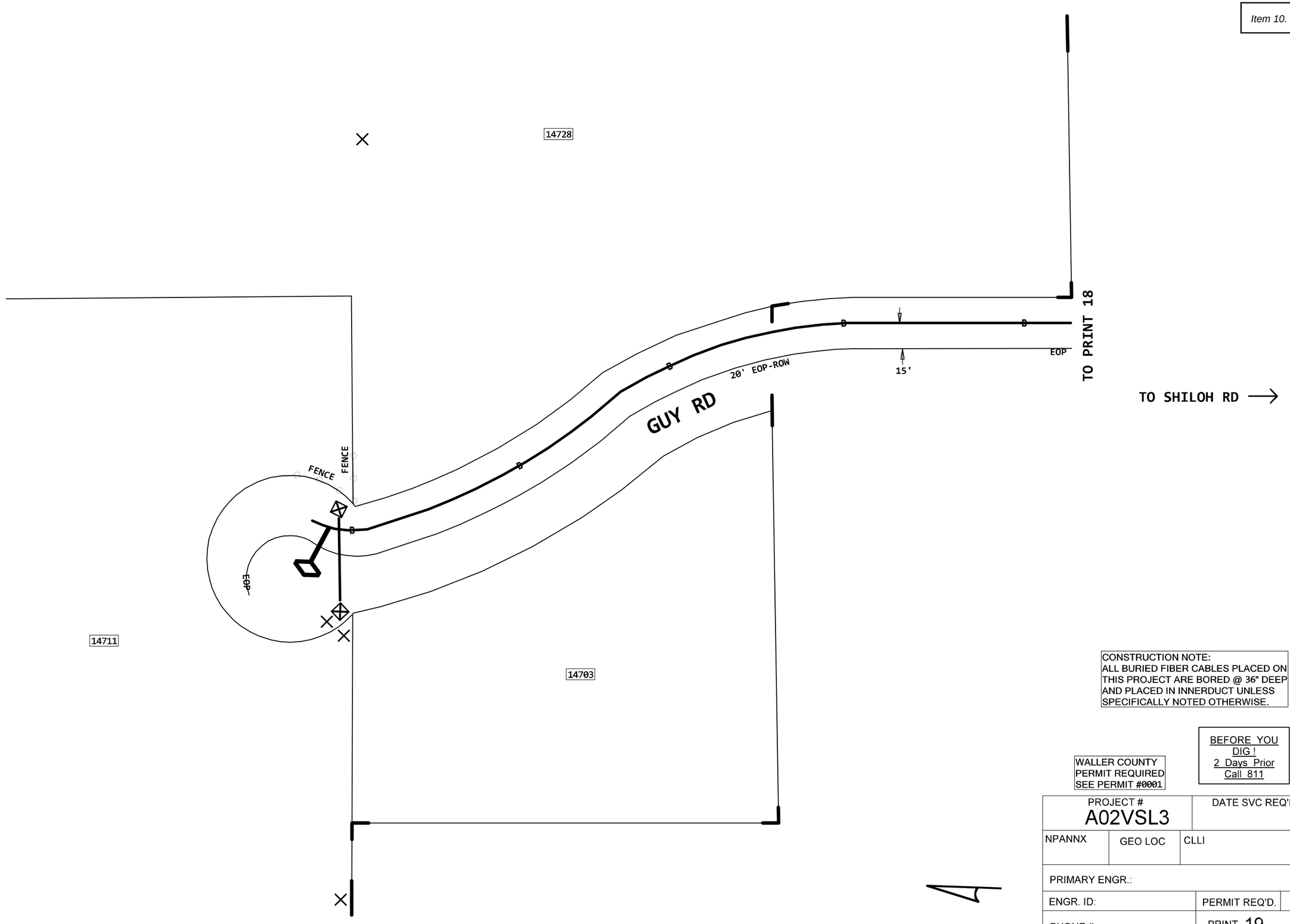
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 18	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 19	

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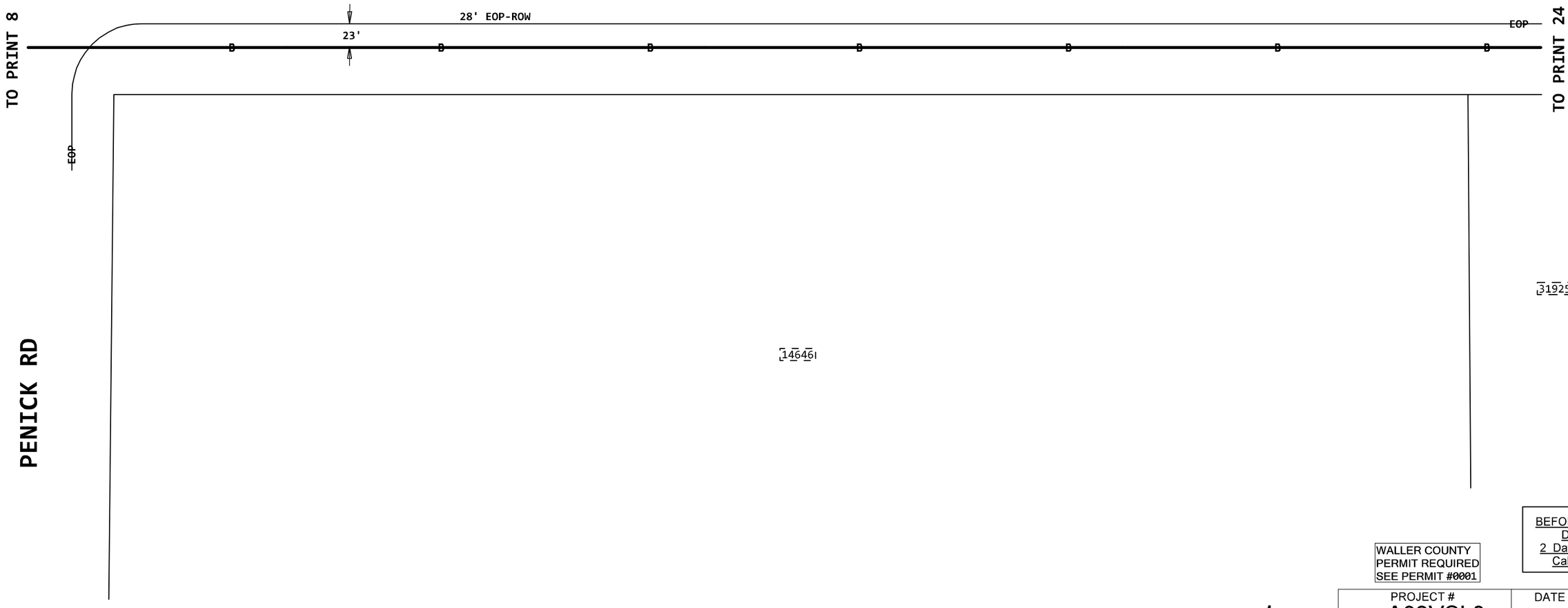
ROCHEN RD



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 23	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

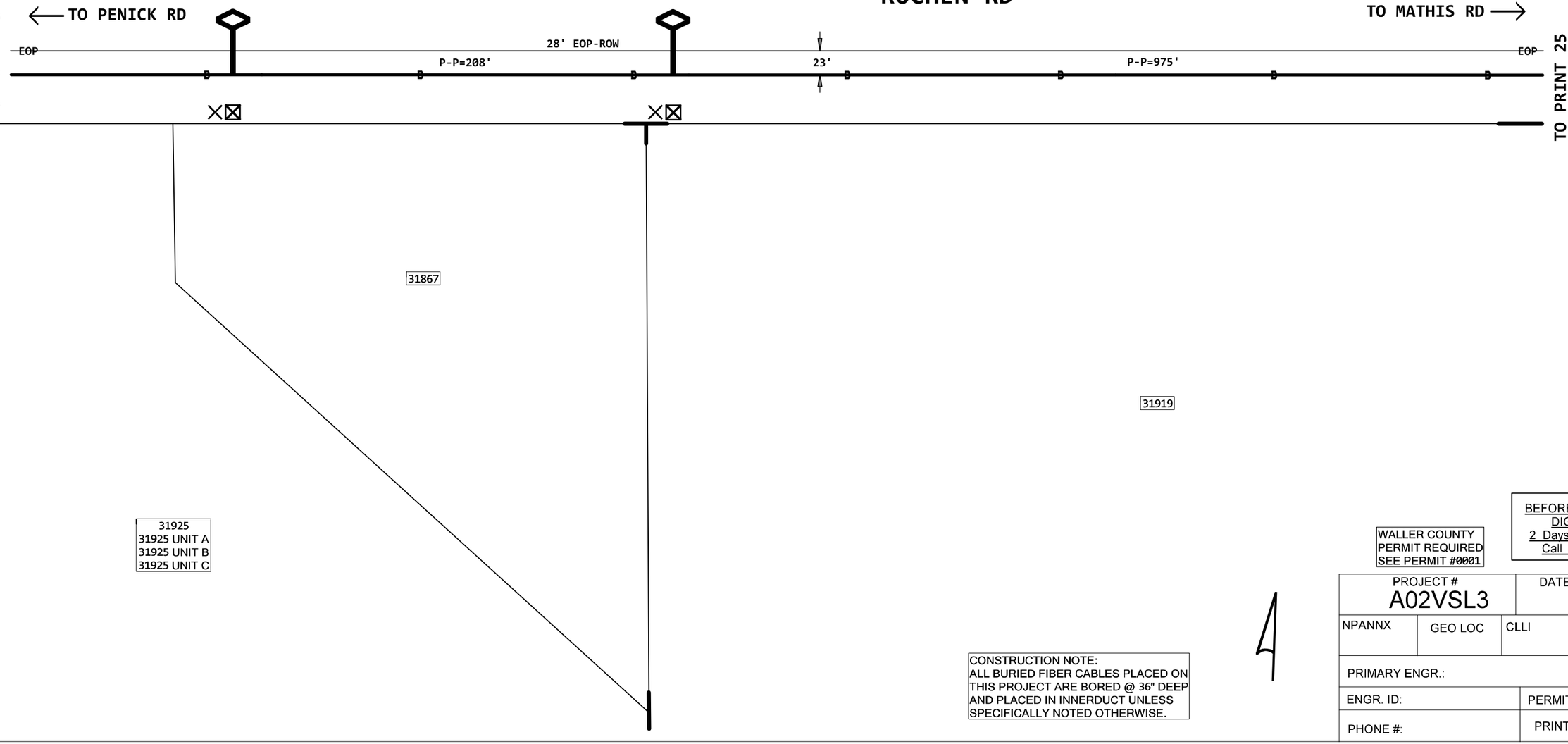
ROCHEN RD

TO PENICK RD

TO MATHIS RD

TO PRINT 23

TO PRINT 25



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 24	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

31730

14800

31702
SBU

EOP EOP

ROCHEN RD

← TO PENICK RD

TO MATHIS RD →

EOP

28' EOP-ROW

EOP

23'

P-P=252'

10'

TO PRINT 24

DIRT
D/W

5'

GRAVEL D/W

31719

31919

31717
31829
31831

31715

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

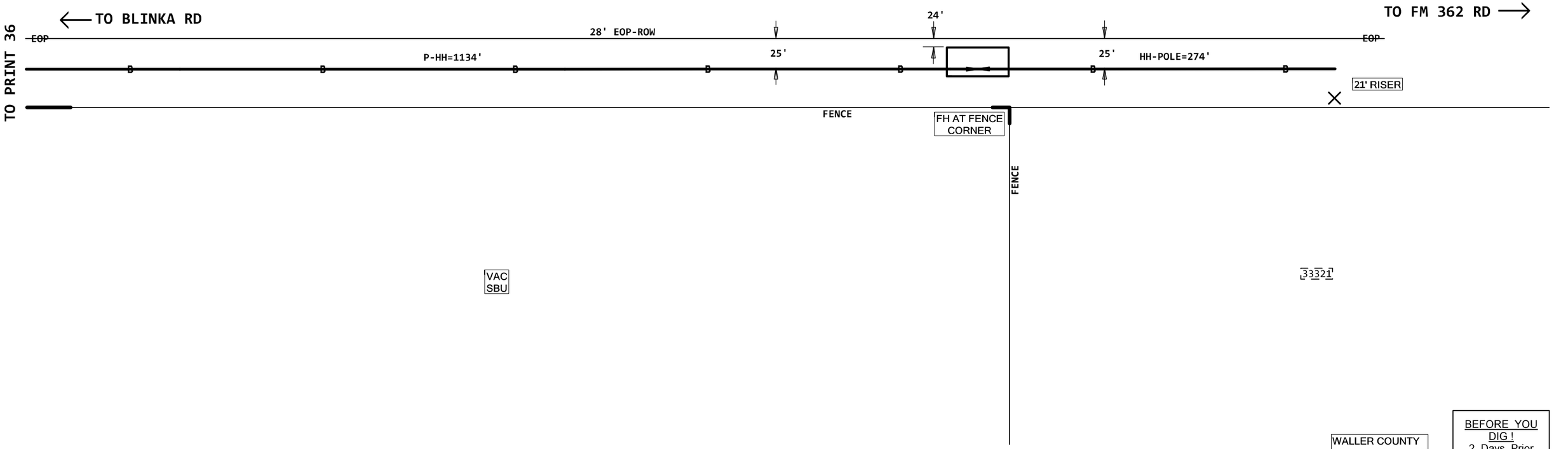
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 25	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

ROCHEN RD



CONSTRUCTION NOTE:
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4

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 35	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

VAC
SBU

33940
33940A

33946
SBU

HH-P=5'

24'

ROCHEN RD

TO BLINKA RD

TO FM 362 RD

TO PRINT 37

TO PRINT 35

EOP

P-HH=834'

28' EOP-ROW

P-P=221'

25'

EOP

4'

33997

33947

CONSTRUCTION NOTE:
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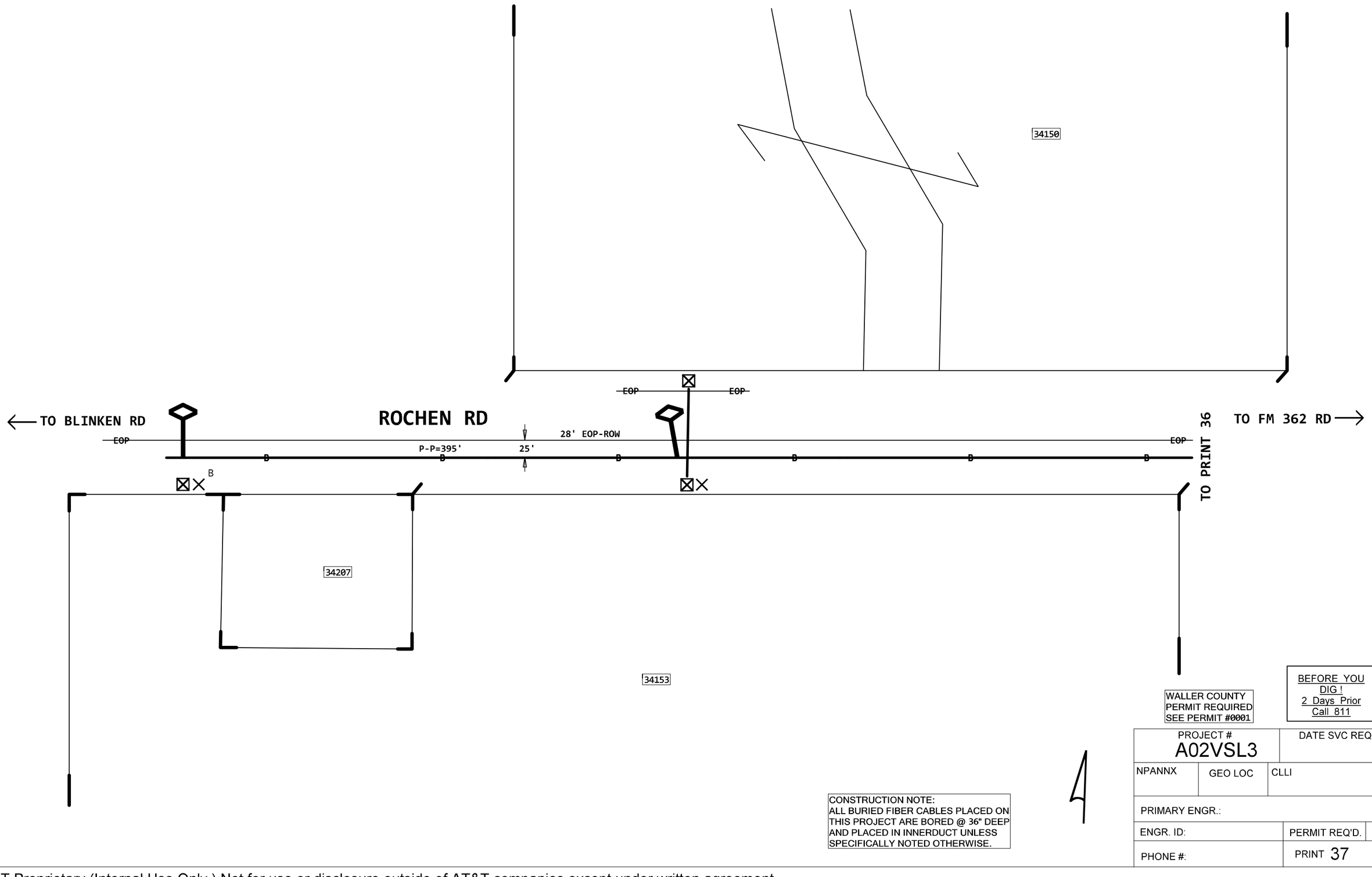
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 36	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
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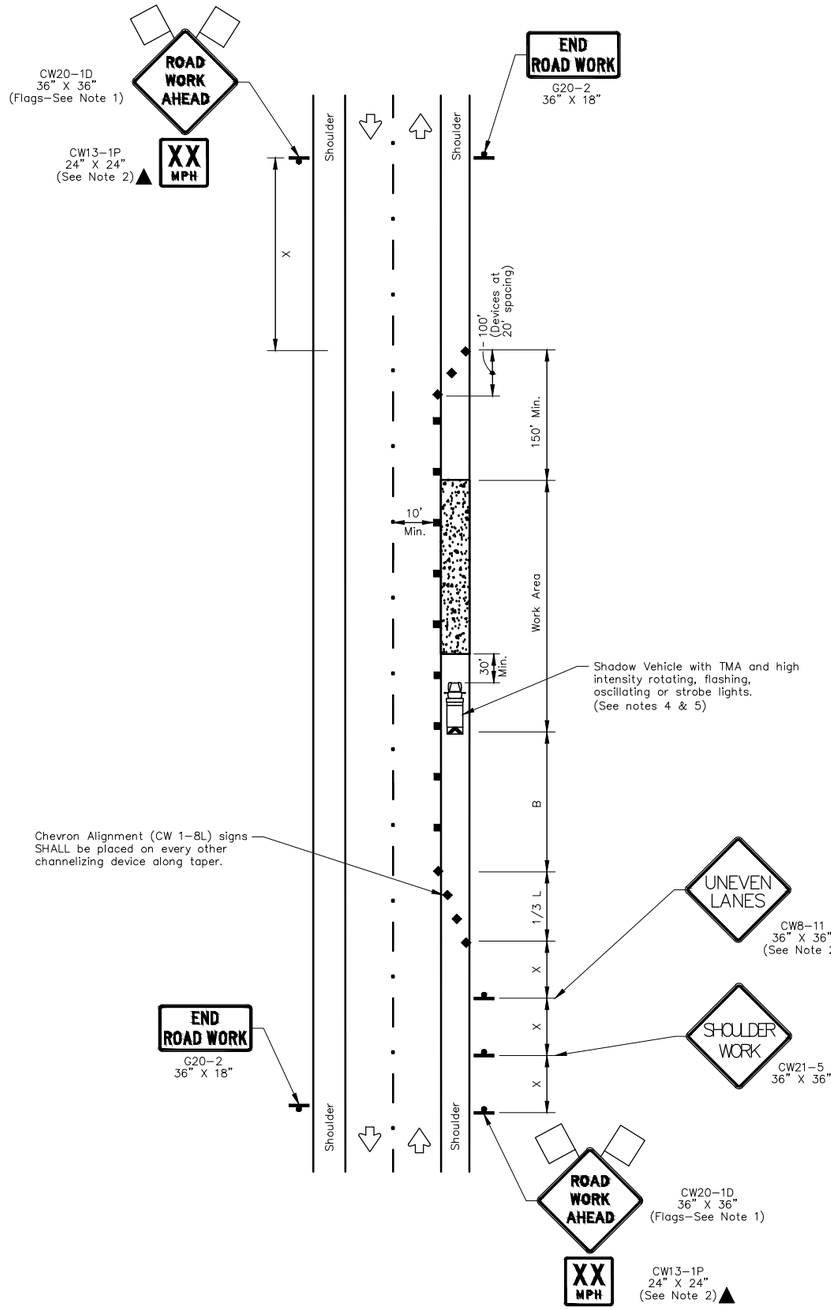
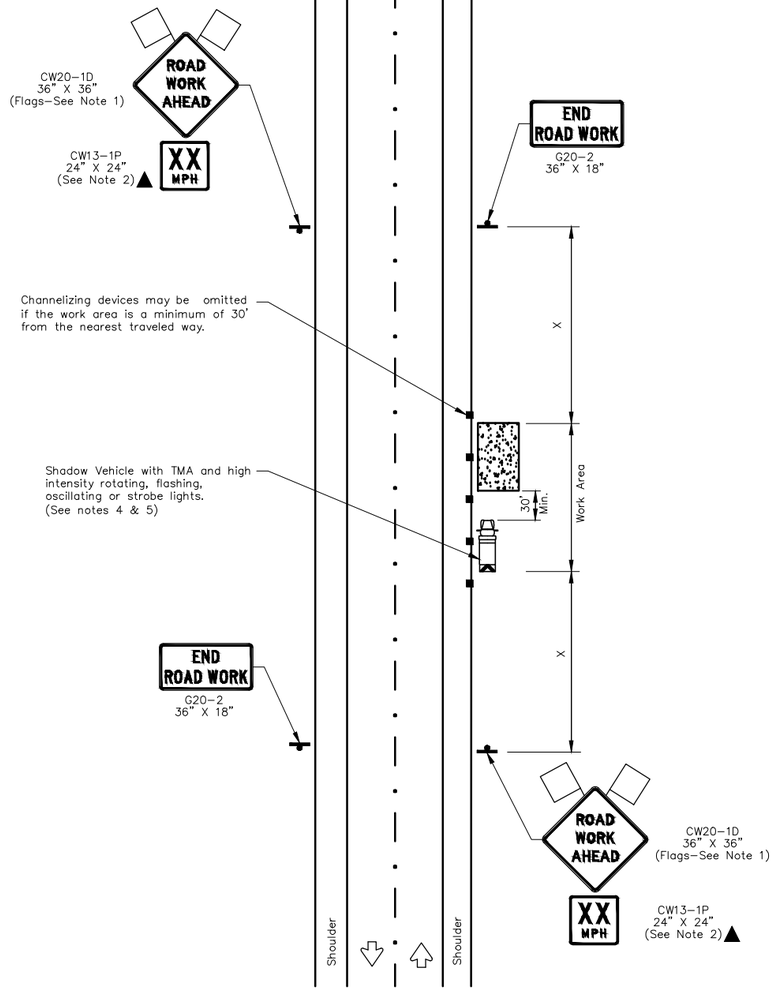
PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 37	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



WORK SPACE ON SHOULDER



WORK SPACE NEAR SHOULDER

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
ROCHEN RD	40	265	40	80	240	155
PENICK DR	45	450	45	90	320	195
SHILOH RD	30	150	30	60	120	90
GUY RD	30	150	30	60	120	90

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths "L" ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

NO.	REVISIONS	DATE	NAME
1			
2			
3			
4			
5			

WALLER COUNTY ENGINEERING DEPARTMENT

FOR INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

ENGINEER: NAME
P.E. SERIAL No. NUMBER
DATE: / /

PROJECT TITLE:

SHEET DESCRIPTION: TRAFFIC CONTROL PLAN (SHOULDER WORK)

TRAFFIC STANDARD: TCP-SW

DRAWN BY: BSH

CK'D BY: BSH

DATE: 8/18/17

SCALE: NONE

SHEET NO: /

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **See Attached**

DATE: **09/19/2024**

To: Cabletex
[AT&T Communications]
23603 W Fernhurst Dr, Suite 2105
Park Row, TX 77494
Permit # 24.UP.046

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/23/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

_____

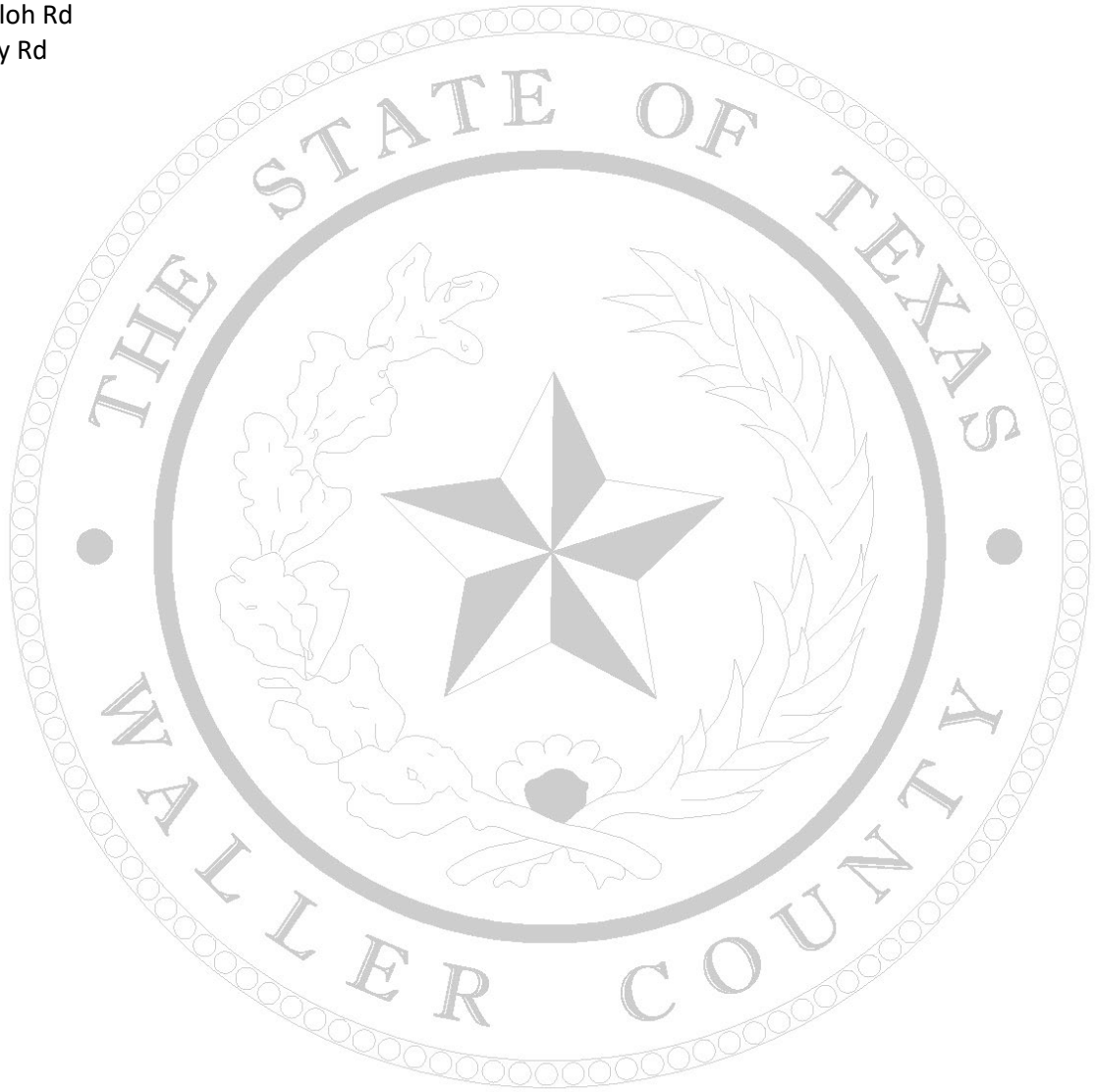
Debbie Hollan, County Clerk

_____

Deputy

ROAD ATTACHMENT

9/12/2024
A02VSL3 – DA 2027PC – F2 – (1044)
See below all Road(s) that will have buried installation involved in the public ROW:
Rochen Rd
Penick Rd
Shiloh Rd
Guy Rd



24.UR.045 -

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that AT&T (utility contractor) proposes to place a TELEPHONE LINE within the right-of-way of COCHRAN RD (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Installation of buried telephone line and handholes in the public ROW. See drawings for exact locations.

All installation will have a minimum DOC of 36". Total buried installation = 15,369 LF.

The TELEPHONE LINE will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 23RD day of SEPTEMBER, 20 24.

Firm: CABLETEX

By: TROY HART

Signature: T. HART

Title: LEAD SUPERVISOR

Address: 23603 W FERNHURST DR - SUITE 2105
PARK ROW, TX 77494

Phone: 713-230-8366

Email: TROY.HART@CABLETEX.NET

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

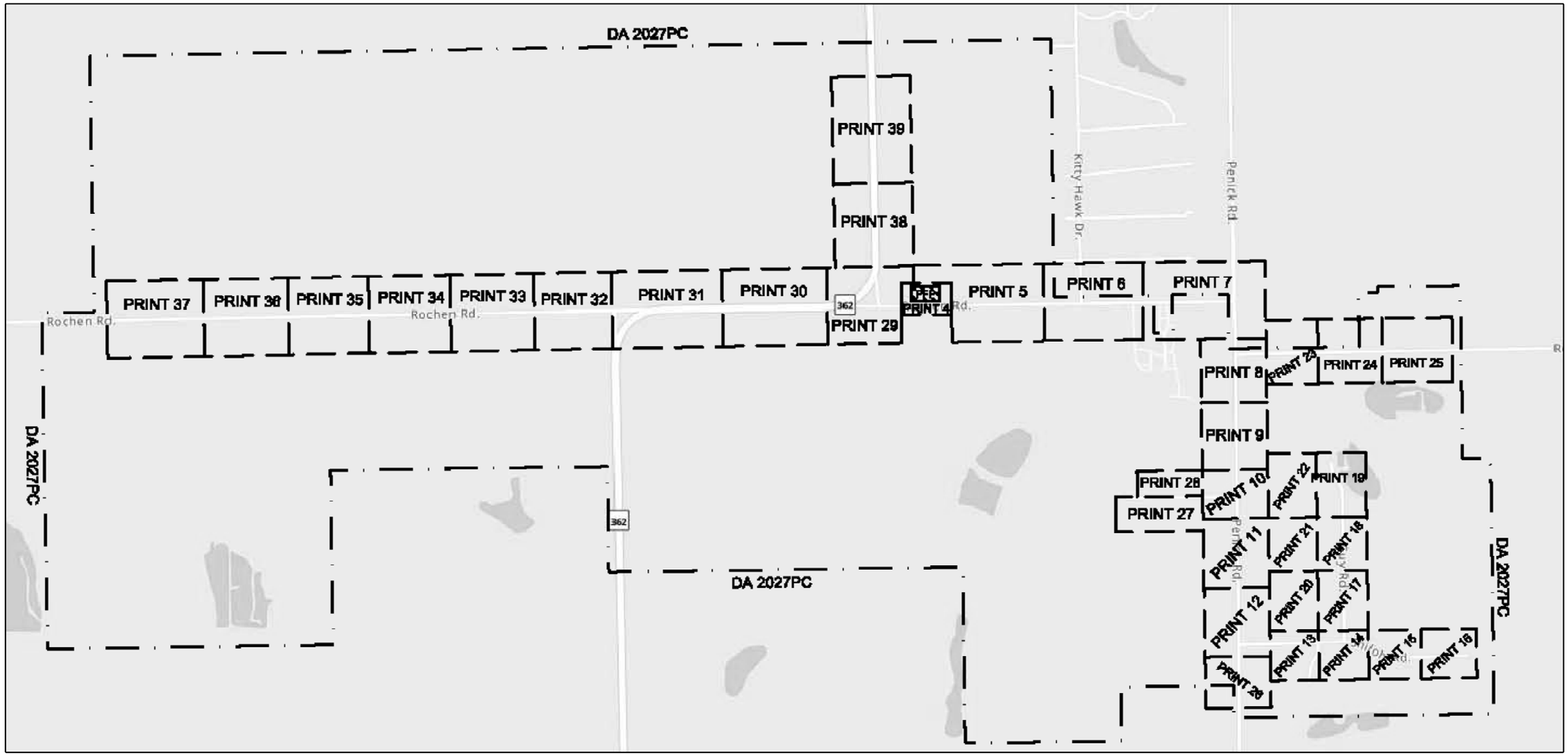
9-17-24

Date

Traffic Controls Required: Y N
Traffic Controls Reviewed By: _____
Bond: Y N Bond Amount ($): _____
Floodplain Dev. Permit Required: Y N
Permit #: _____ Precinct #: _____
R&B Inspector: _____

PIVOTAL

PSA 2027PC



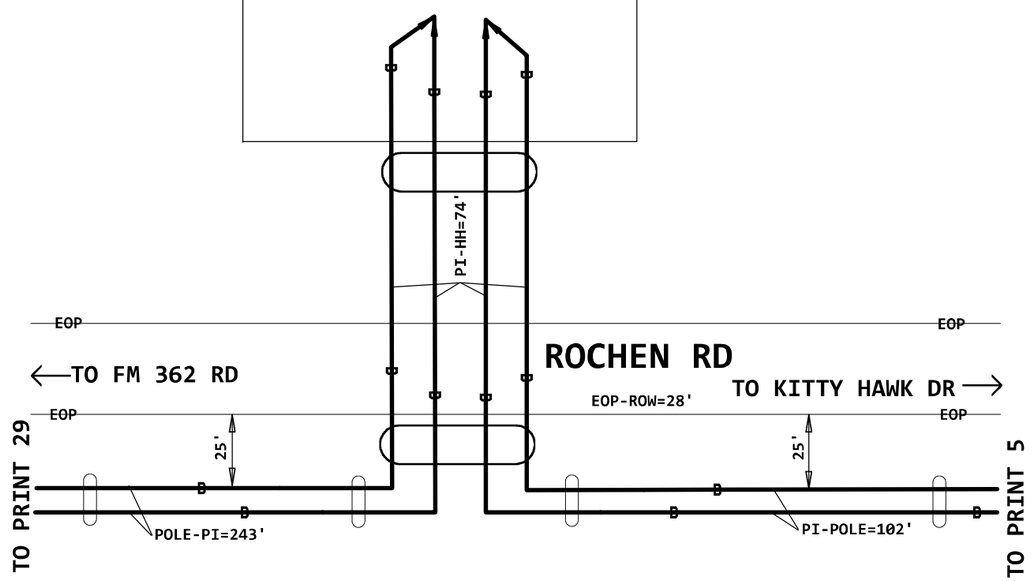
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

4

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:		PERMIT REQ'D.
PHONE #:		PRINT 1

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

EXISTING
AT&T
HANDHOLE



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 4	

CONSTRUCTION NOTE:
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4

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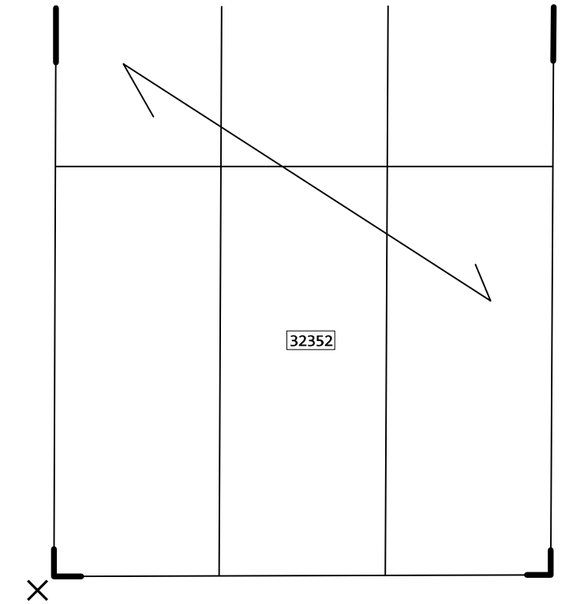
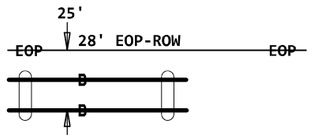


TO PRINT 4



ROCHEN RD

P-UNK#1 P-UNK#2 P-UNK#3 P-UNK#4

21' RISER

32333

PRIVATE ROAD

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

4

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 5	

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ROCHEN RD

← TO KITTY HAWK

TO PENICK RD →

TO PRINT 8

FBT

EOP

23'

POLE-PI=859'

28' EOP-ROW

EOP

21' RISER

P-UNK#9

P-75P

32125
SBU

32111

VACANT LOT

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 7	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

ROCHEN RD

PENICK RD

TO PRINT 23

28' EOP-ROW

18'

PI-POLE=262'

PI-P=931'

POLE-PI=59'

EOP

18'

21' RISER

P-UNK#10

P-UNK#11

P-UNK#12

21' RISER

PI-PI=31'

28' EOP-ROW

23'

EOP

TO PRINT 7

14655

ROCHEN RD

VACANT LOT

VACANT LOT

14677

14711

14707

BEFORE YOU DIG !
2 Days Prior Call 811

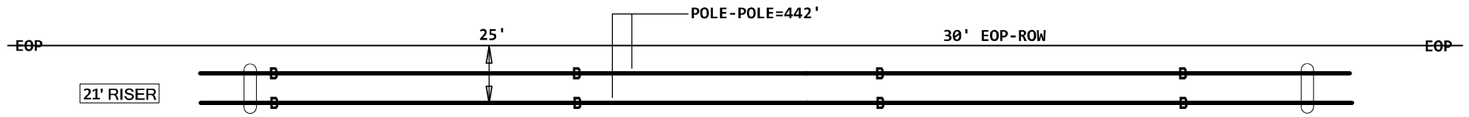
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

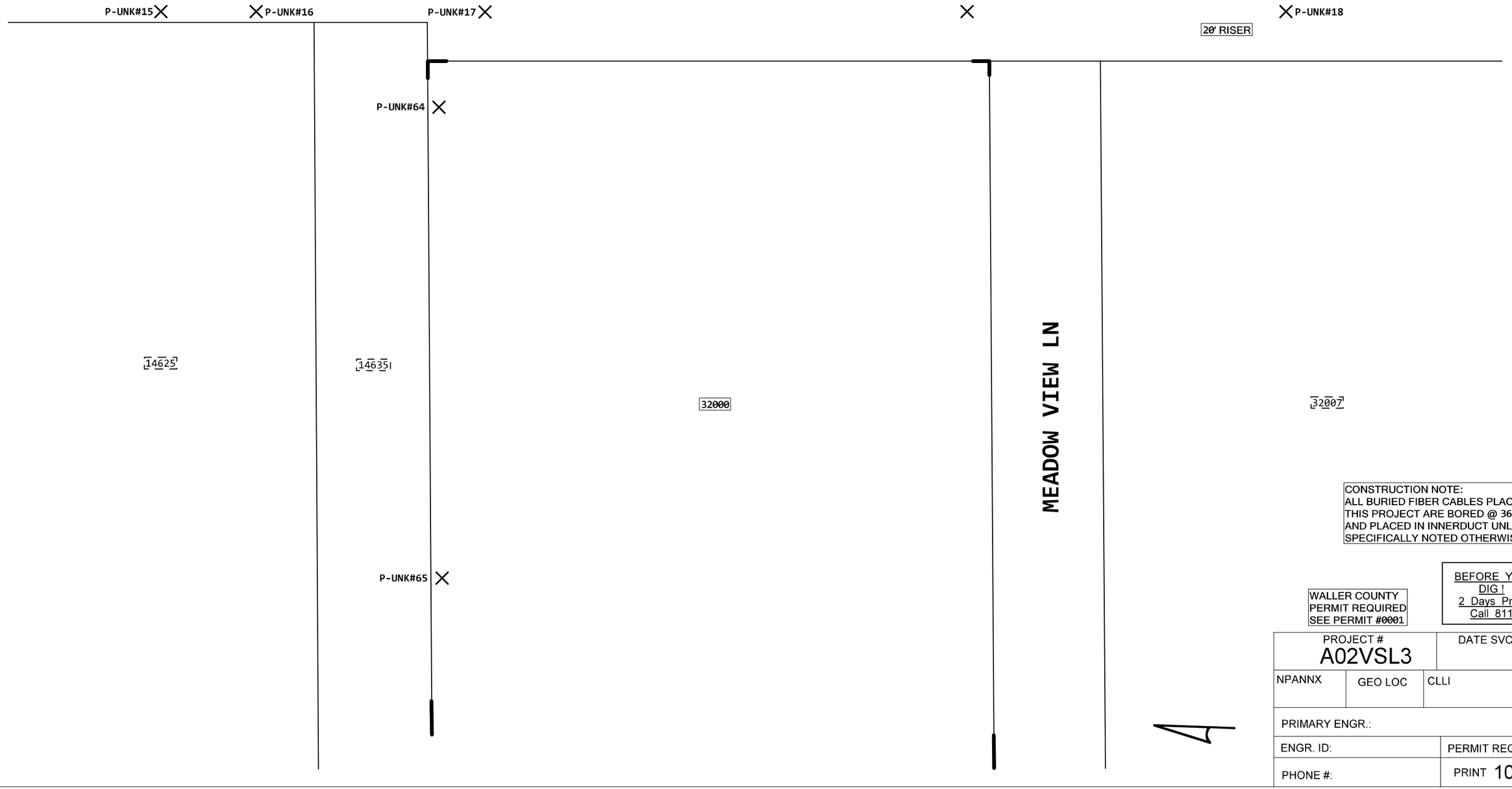
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 8	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

PENICK RD





CONSTRUCTION NOTE:
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WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

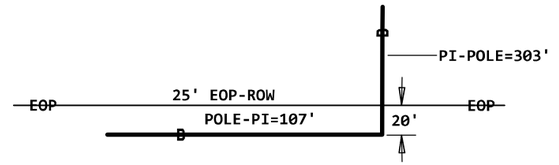
PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 10	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

SHILOH RD

TO PRINT 13

PENICK RD



P-UNK#21

P-UNK#22

22' RISER

14513

14435

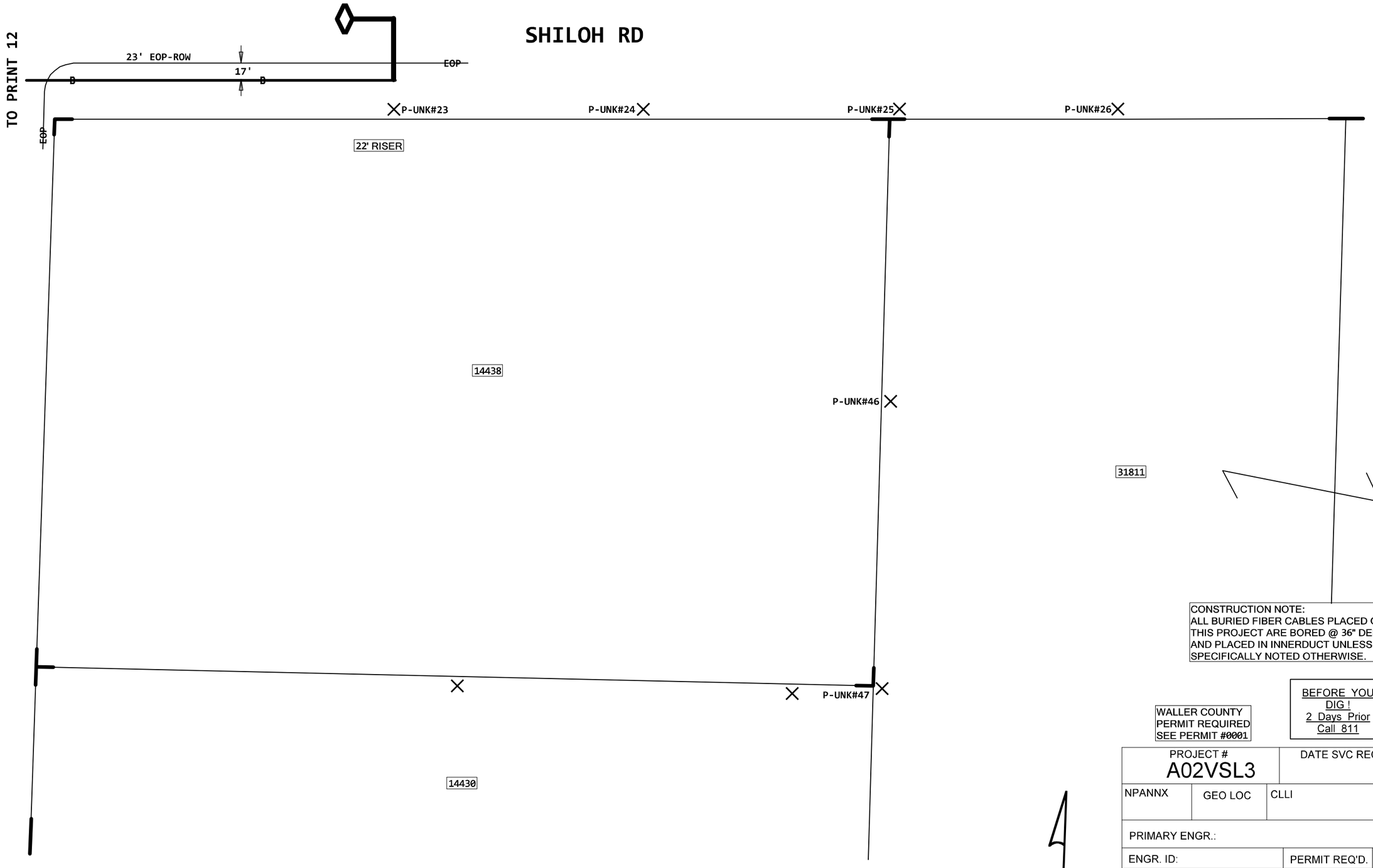
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 12	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



CONSTRUCTION NOTE:
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WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 13	

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31802

GUY RD

SHILOH RD

TO PRINT 13

P-UNK#27

P-UNK#28

P-UNK#29

22' RISER

EOP

B

15'

22' EOP-ROW

POLE-P=387'

TO PRINT 15

31811

31715

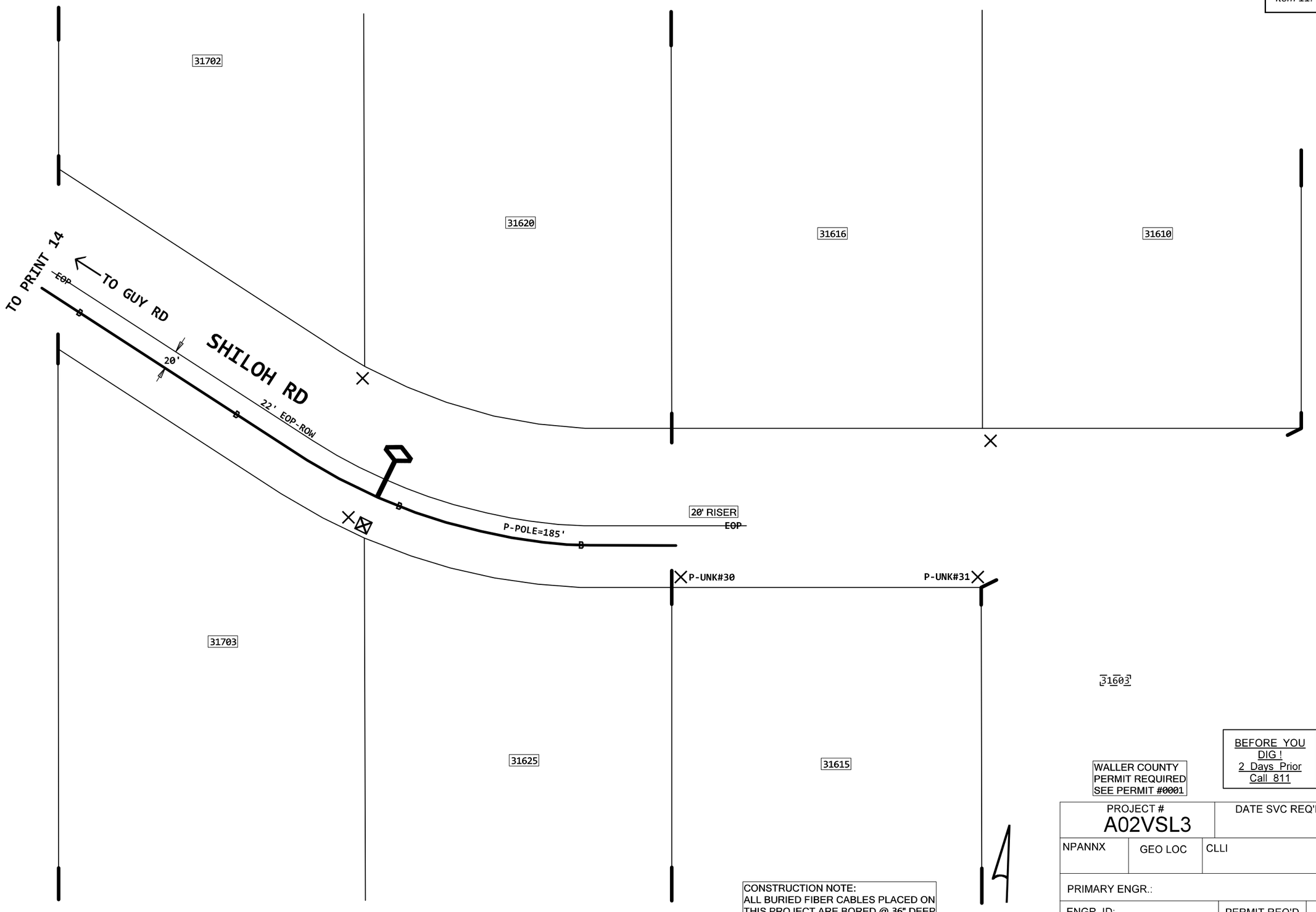
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 14	

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:		PERMIT REQ'D. Y
PHONE #:		PRINT 15

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14714
VAC

14710

14702
14702 TRLR

21' RISER

P-UNK#45

P-UNK#44

P-UNK#43

P-UNK#42

TO PRINT 19

D

D

D

15'

P-POLE=742'

EOP

EOP

20' EOP-ROW

TO SHILOH RD ⟶

GUY RD

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
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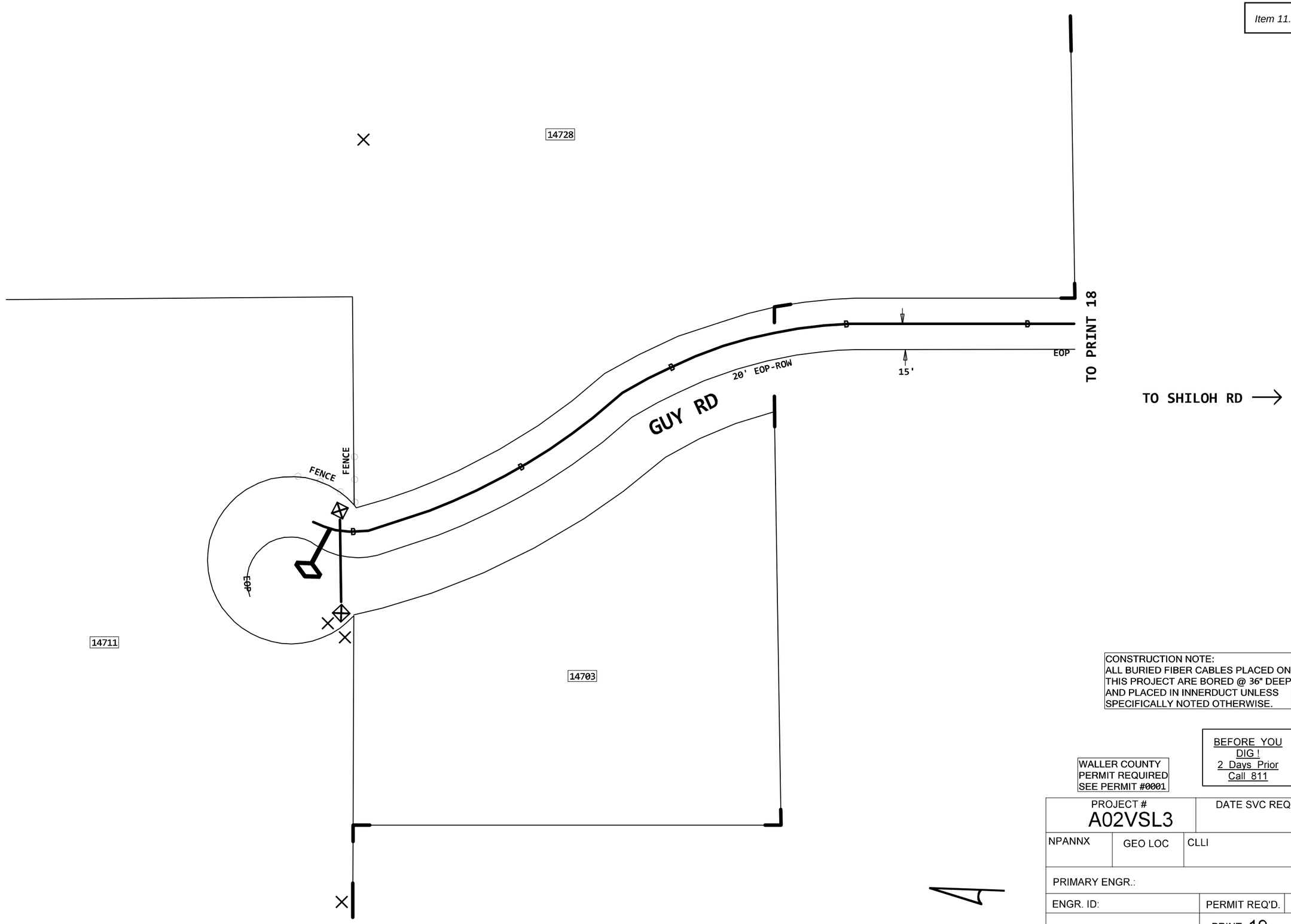
PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 18	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



CONSTRUCTION NOTE:
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BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 19	

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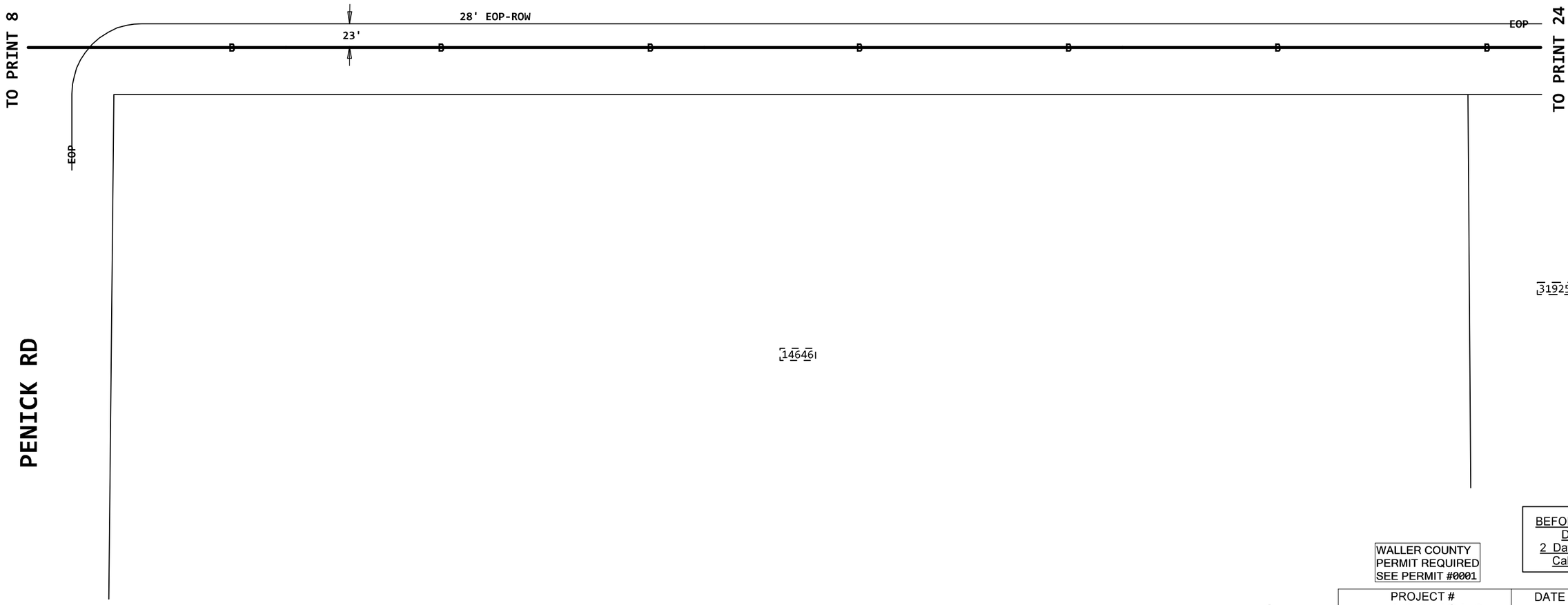
ROCHEN RD



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

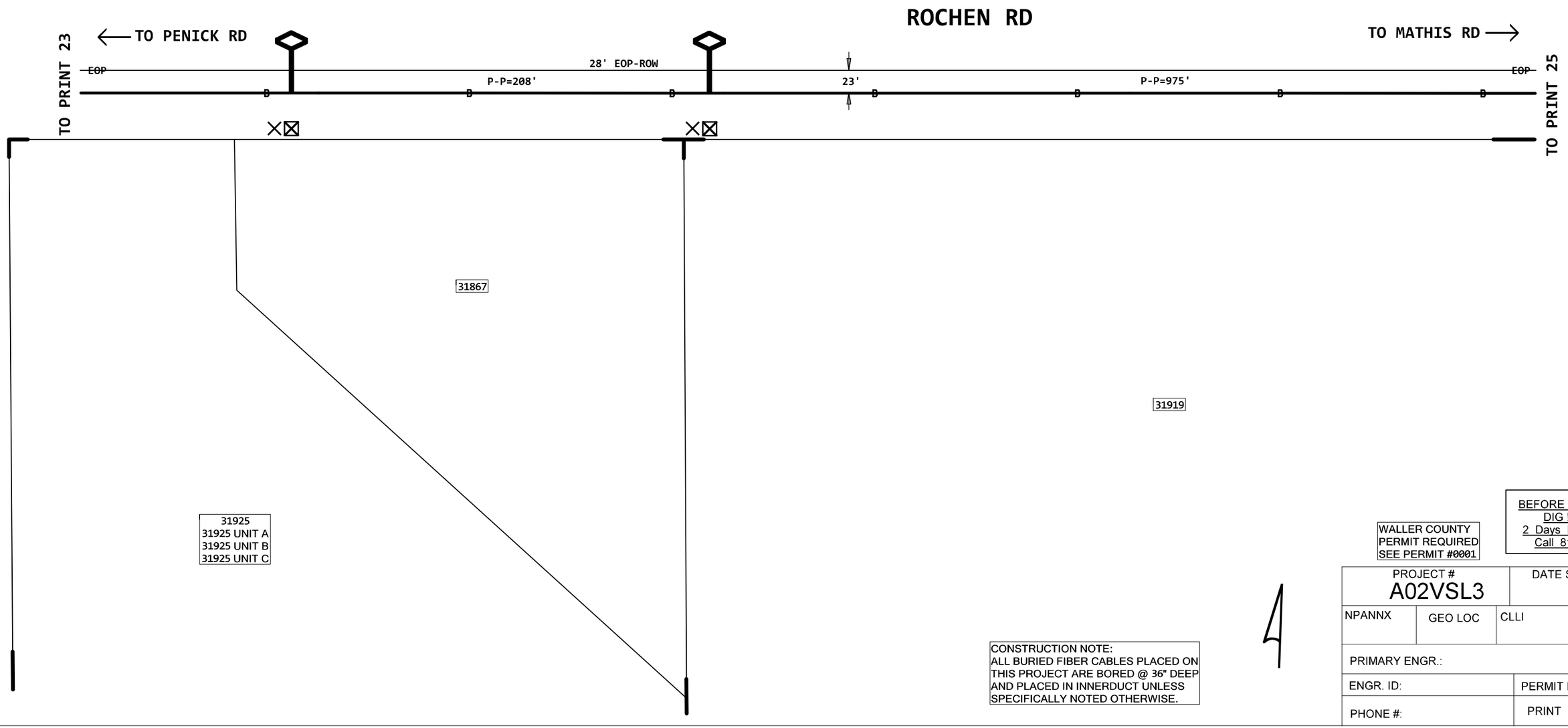
BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

4

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 23	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
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4

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 24	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

31730

14800

31702
SBU

EOP EOP

ROCHEN RD

← TO PENICK RD

TO MATHIS RD →

EOP

28' EOP-ROW

EOP

23'

P-P=252'

10'

TO PRINT 24

DIRT
D/W

5'

GRAVEL D/W

31719

31919

31717
31829
31831

31715

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 25	

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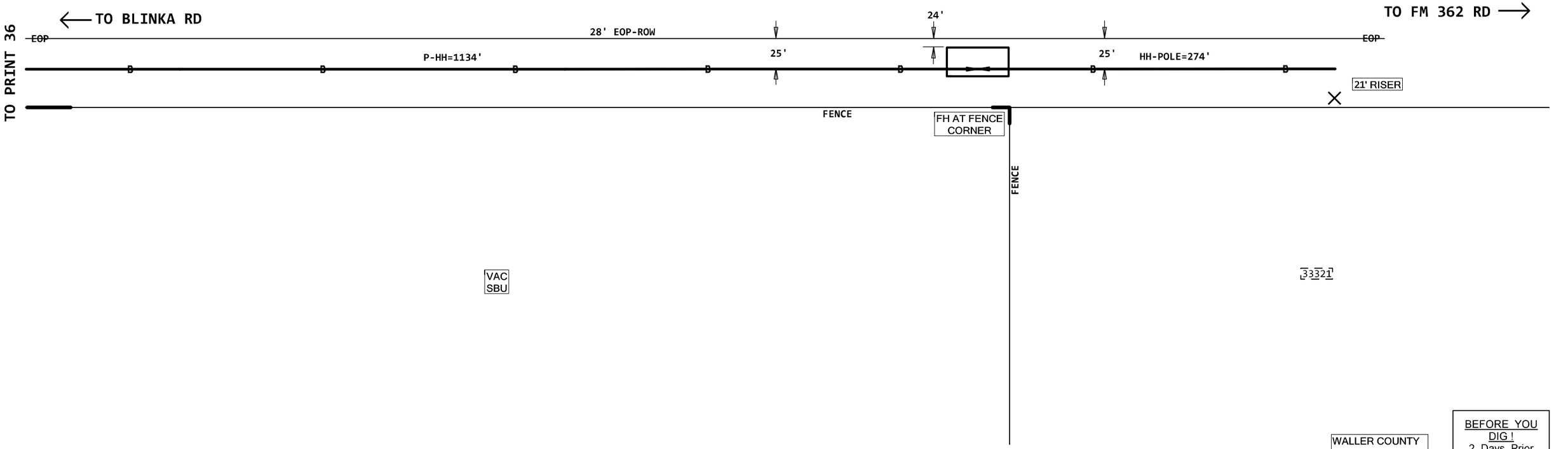
ROCHEN RD



CONSTRUCTION NOTE:
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4

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 35	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

VAC
SBU

33940
33940A

33946
SBU

HH-P=5'

24'

ROCHEN RD

TO BLINKA RD

TO FM 362 RD

TO PRINT 37

TO PRINT 35

EOP

P-HH=834'

28' EOP-ROW

P-P=221'

25'

EOP

4'

33997

33947

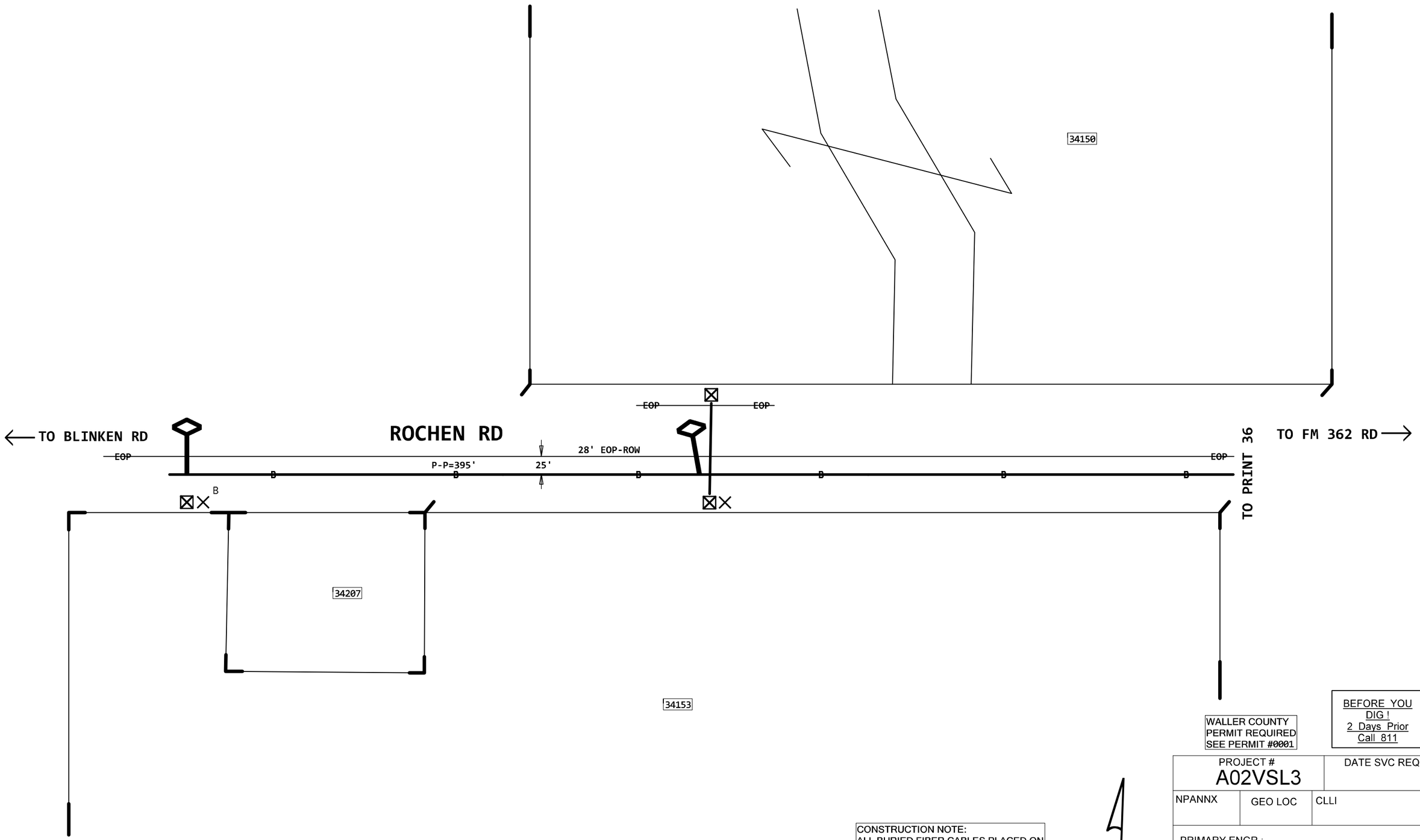
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 36	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
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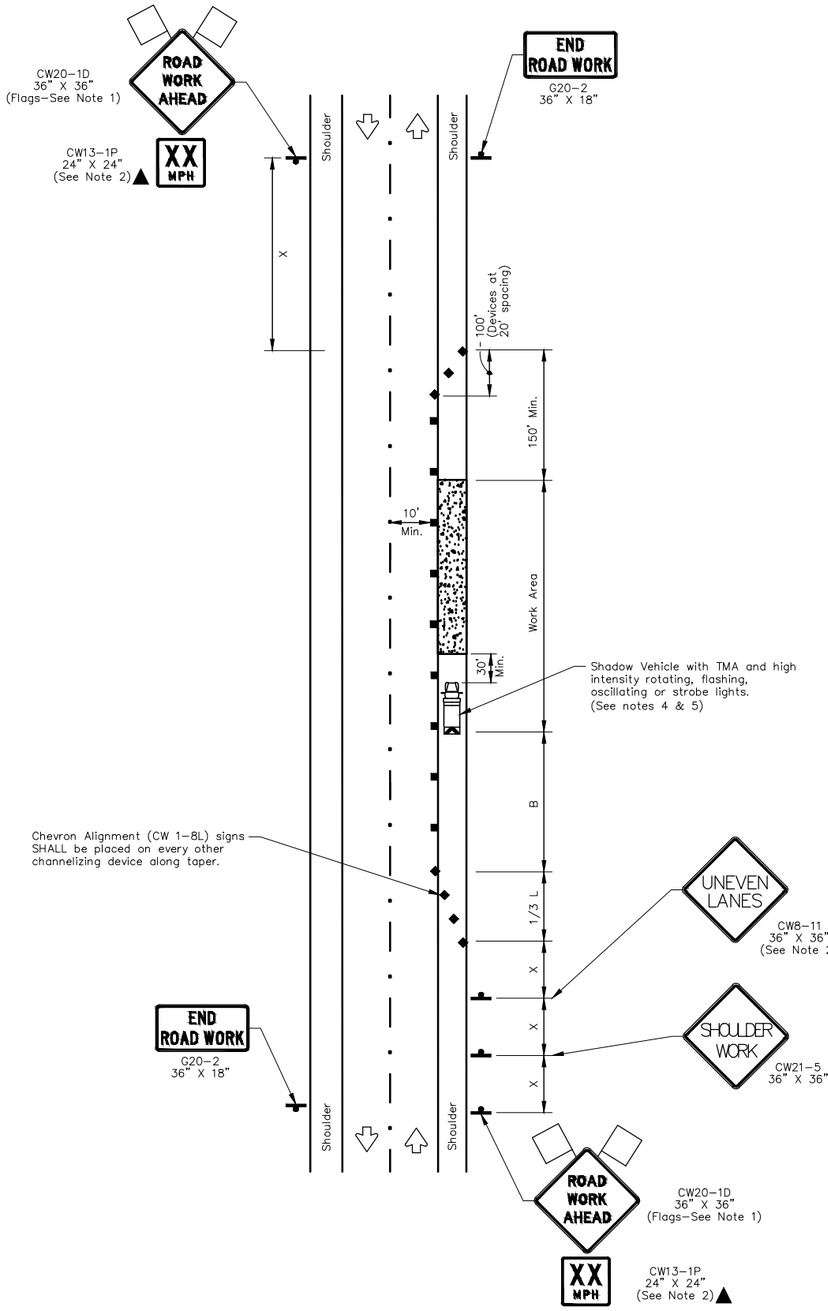
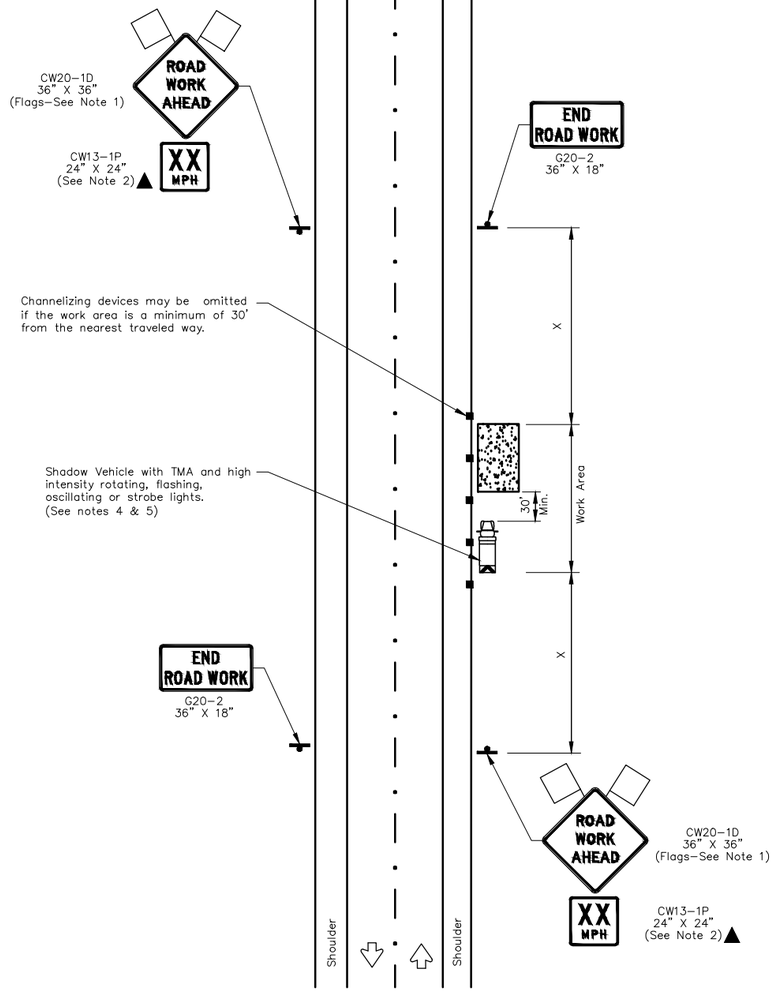
PROJECT # A02VSL3		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 37	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



WORK SPACE ON SHOULDER



WORK SPACE NEAR SHOULDER

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
ROCHEN RD	40	265	40	80	240	155
PENICK DR	45	450	45	90	320	195
SHILOH RD	30	150	30	60	120	90
GUY RD	30	150	30	60	120	90

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths "L" **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

NO.	REVISIONS	DATE	NAME
1			
2			
3			
4			
5			

WALLER COUNTY ENGINEERING DEPARTMENT

FOR INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE:
NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

ENGINEER: NAME
P.E. SERIAL No. NUMBER
DATE: / /

PROJECT TITLE:

SHEET DESCRIPTION: TRAFFIC CONTROL PLAN (SHOULDER WORK)

TRAFFIC STANDARD: TCP-SW

DRAWN BY: BSH

CK'D BY: BSH

SCALE: NONE

DATE: 8/18/17

SHEET NO: /

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Cochran Rd**

DATE: **09/19/2024**

To: Cabletex
[AT&T Communications]
23603 W Fernhurst Dr, Suite 2105
Park Row, TX 77494
Permit # 24.UP.045

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/23/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

_____

Debbie Hollan, County Clerk

_____

Deputy

24. UP. 050

Item 13.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that Centerpoint Energy (utility contractor) proposes to place a

4" IP PLA SVC within the right-of-way of 22218 HEGAR RD (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Proposed to install 40' of 4" IP PLA SVC gas (See attached drawing)

The gas installation will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 20th day of September, 2024.

Firm: Centerpoint Energy

By: Donald Whaley

Signature: Donald Whaley

Title: Senior ESR

Address: 1111 Louisiana Ste 1060H
Houston, Tx 77002

Phone: 713 207-7663

Email: donald.whaley@centerpointenergy.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9-19-24
Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RTPCT
Bond: Y (N) Bond Amount ($): _____
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 2
R&B Inspector: ROBERT J.P. GOODREED

N

RUSH PRIORITY

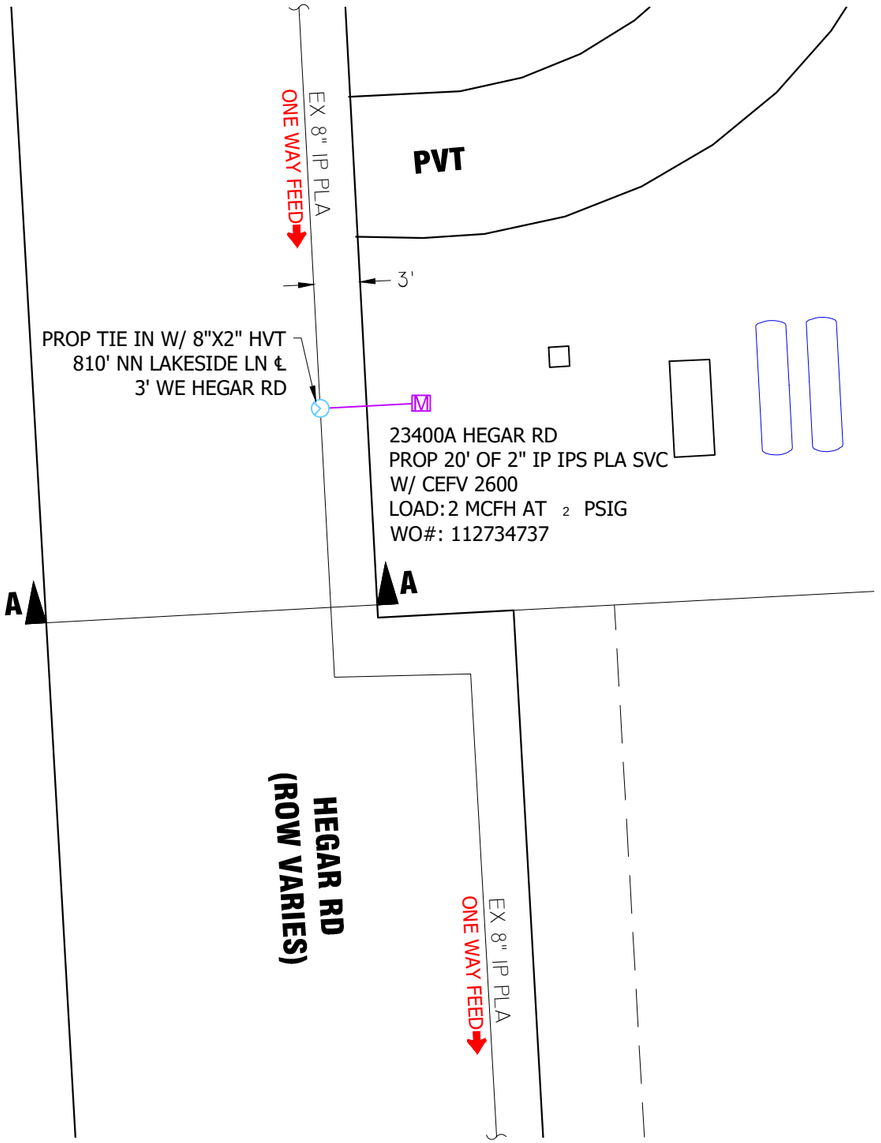
- PRIORITY 1 ☐
- PRIORITY 2 ☑
- NORMAL ☐

GAS SERVICE COORDINATOR:

COORDINATE SERVICE LOCATION WITH ALYSSA MILLER AT 281-505-6275

PERMITS REQUIRED FOR CONSTRUCTION

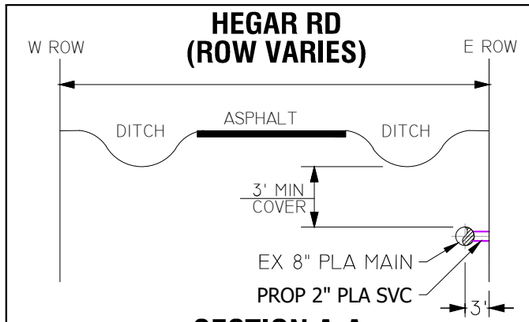
- ☐ NO PERMITS REQUIRED
- ☐ TXDOT
- ☐ CITY:_____
- ☑ COUNTY: WALLER
- ☐ FLOODCONTROL/DRAINAGE:_____
- ☐ RAILROAD:_____



GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (HUMZA SAEED AT 713-207-4658) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART.
   •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (VINCENT PACHECO AT 713-967-7386) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

WALLER COUNTY PERMIT



SECTION A-A
NTS

VICINITY MAP

LEGEND

EXISTING MAIN	PROP 5# ZINC ANODE
PROP MAG ANODE	PROP MARKER BALL
PROP TRANS STATION	PROP LINE MARKER
PROP TEST POINT	PROP 2" IP PLA SVC
PROP LOCATION POINT	

DRAFTER: FRV 9/9/2024
CKR: HE 9/9/2024
ENGR:_____

PIPE SUMMARY GENERIC

PIPE REQUIRED - WO#: 112734737

20' 2" PLA SERVICE IP - Intermediate Pressure

20' TOTAL PIPE

DESIGNED BY: HUMZA SAEED	713-207-4658
ESTIMATED COST: $	CONTRIBUTION: $
NEED DATE:	COMPLETION DATE:

PURPOSE AND NECESSITY: INSTALL COMMERCIAL SERVICE LINE FOR WATER PLANT.

DRAWN BY: FRV	RECOMMENDED BY:	DATE:
DATE:09/09/2024		
SCALE: 1:30		
SHEET: 1 OF 1	APPROVED BY:	DATE:

F:29970842 | O:29880840 | KM:244-W | LAMBERT:7272 | Z:N/A | SZ:N/A | TC:N/A | SOG:N/A

23400A HEGAR RD
WALLER, TEXAS

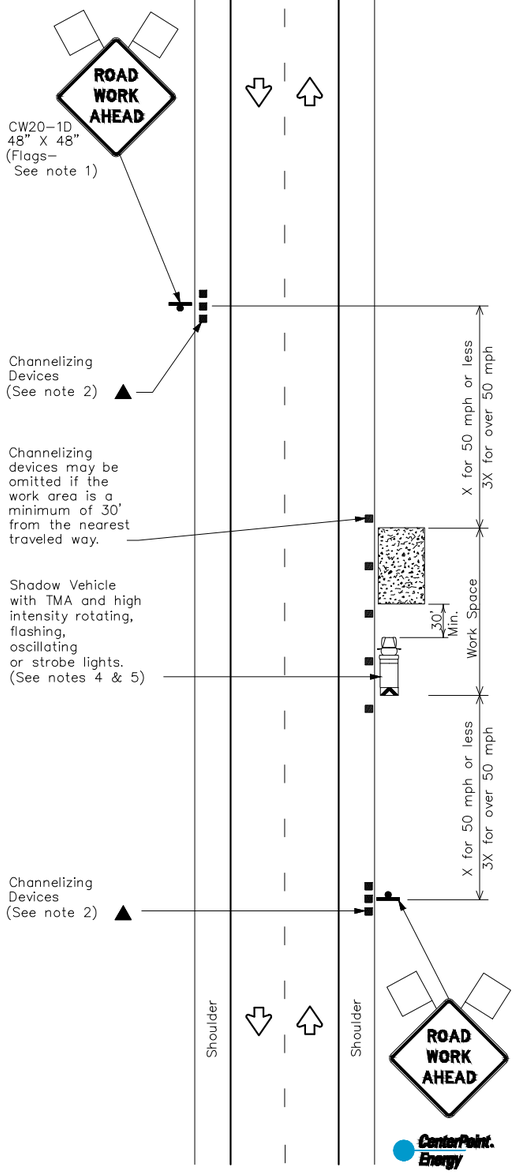
CenterPoint. Energy
Texas Region – Houston Gas Engineering

DWG No: **EB5-2402293**

9/9/2024 10:24:28 AM C:\USERS\U023623\CENTERPOINT ENERGY\VALID IMPLEMENTATION CORE TEAM - AUD MASTER DRAWINGS\TX\2\02293\2\02293_1_IDH_GENERATED.DWG

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

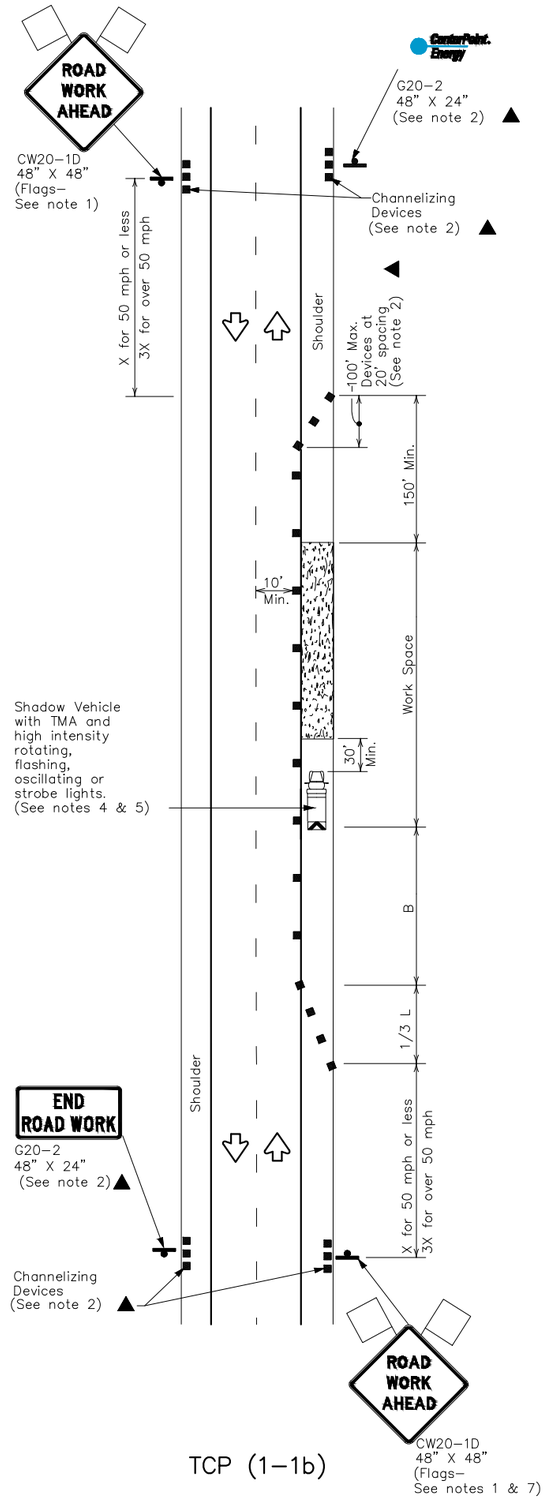


HEGAR RD AND MAGNOLIA RD

TCP (1-1a)

WORK SPACE NEAR SHOULDER

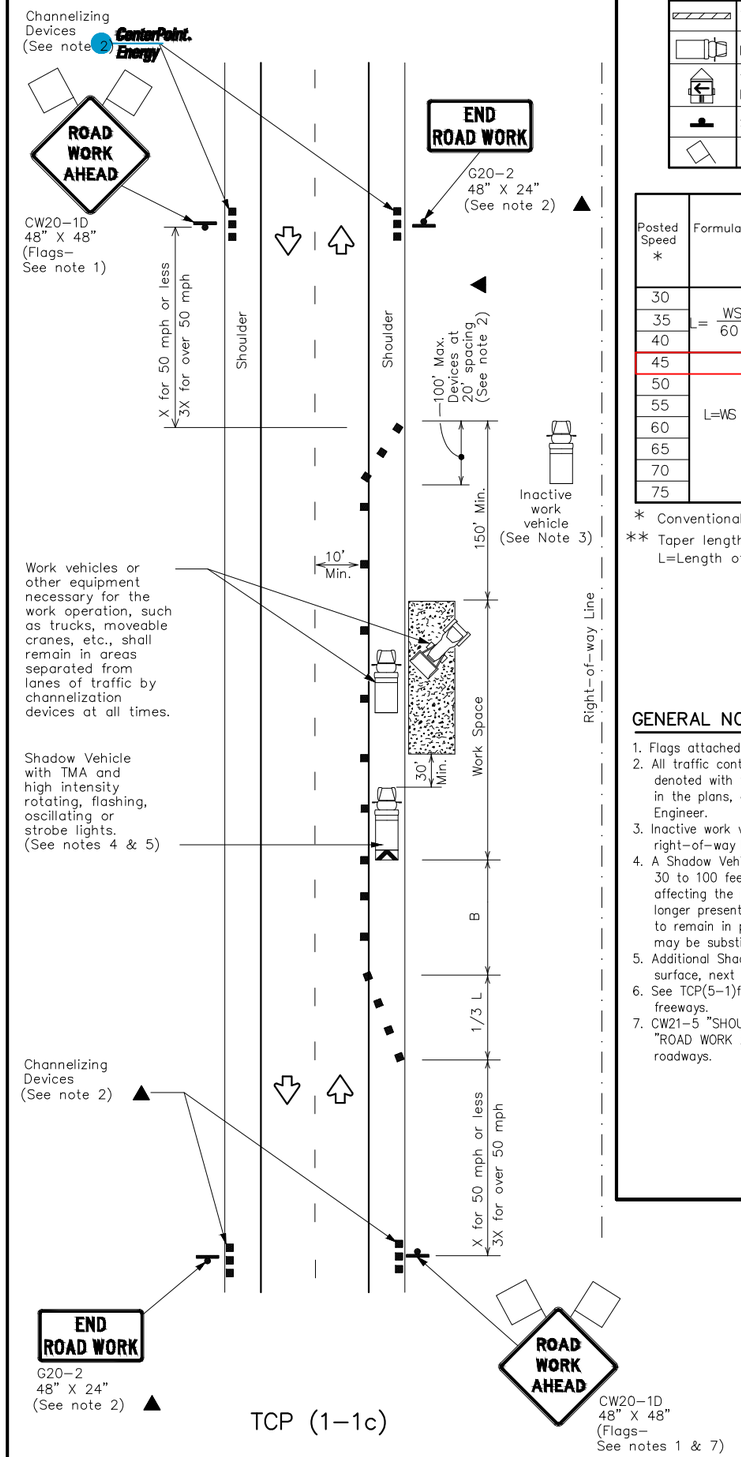
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD " signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.
151				

Item 13.

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **22218 HEGAR RD**

DATE: **09/19/2024**

To: [CenterPoint Energy Gas]
1111 Louisiana, Suite 1060
Houston, TX 70002
Permit # 24.UP.050

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/19/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

_____

Debbie Hollan, County Clerk

_____

Deputy

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: SEE ATTACHED BACKGROUND DOC

DATE: **09/03/2024**

To: A T & T
[Millenium Geospatial]
2676 Noel Dr.
Green Bay, WI 54311

Permit # 24.UP.047

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/03/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

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

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

_____

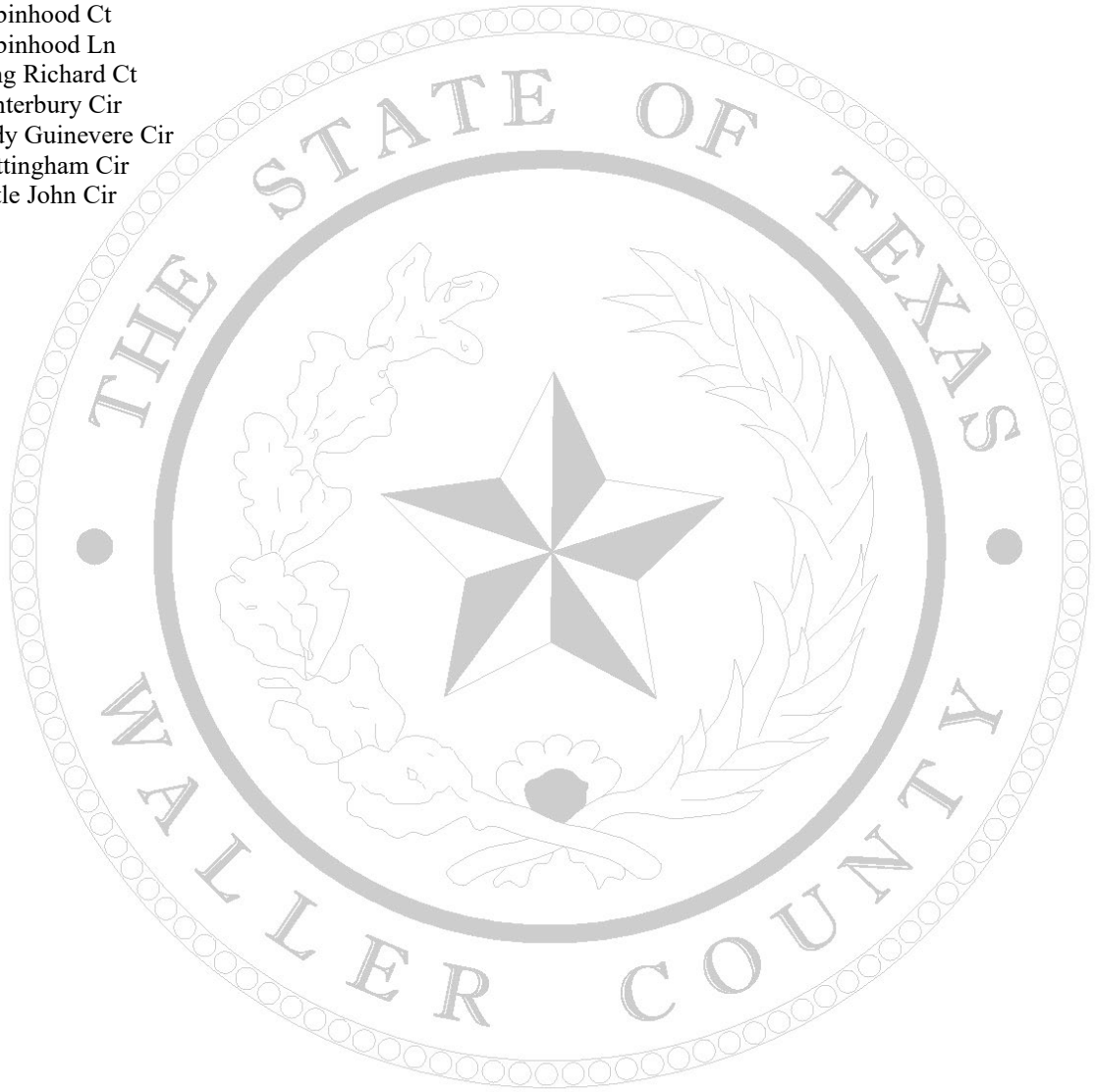
Debbie Hollan, County Clerk

_____

Deputy

ROAD: SEE ATTACHED BACKGROUND DOC

BACKGROUND DOCUMENT-AO2W6AJ-DA1227PE
AT&T will be placing fiber optic cables along the following roads in Wailer County to serve with fiber optic service:
Joseph Rd
Hargrave Rd
Pinewood Valley Dr
Joseph Ct
Robinhood Ct
Robinhood Ln
King Richard Ct
Canterbury Cir
Lady Guinevere Cir
Nottingham Cir
Little John Cir



24.UP.043

Item 15.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that AT&T (utility contractor) proposes to place a TELEPHONE LINE within the right-of-way of BAETHE RD (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Installation of buried telephone line, handholes AND PFP cabinet in the public ROW. See drawings for exact location.

All installation will have a minimum DOC of 36". Total buried installation = 1,907 LF.

The TELEPHONE LINE will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 23RD day of SEPTEMBER, 20 24.

Firm: CABLETEX
Address: 23603 W FERNHURST DR - SUITE 2105
PARK ROW, TX 77494
By: TROY HART
Signature: T HART
Phone: 713-230-8366
Title: LEAD SUPERVISOR
Email: TROY.HART@CABLETEX.NET

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9-17-24

Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RTPG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 3
R&B Inspector: ROBERT J. GOODSTEED

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Baethe Rd**

DATE: **09/19/2024**

To: Cabletex
[AT&T Communications]
23603 W Fernhurst Dr, Suite 2105
Park Row, TX 77494
Permit # 24.UP.043

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/23/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

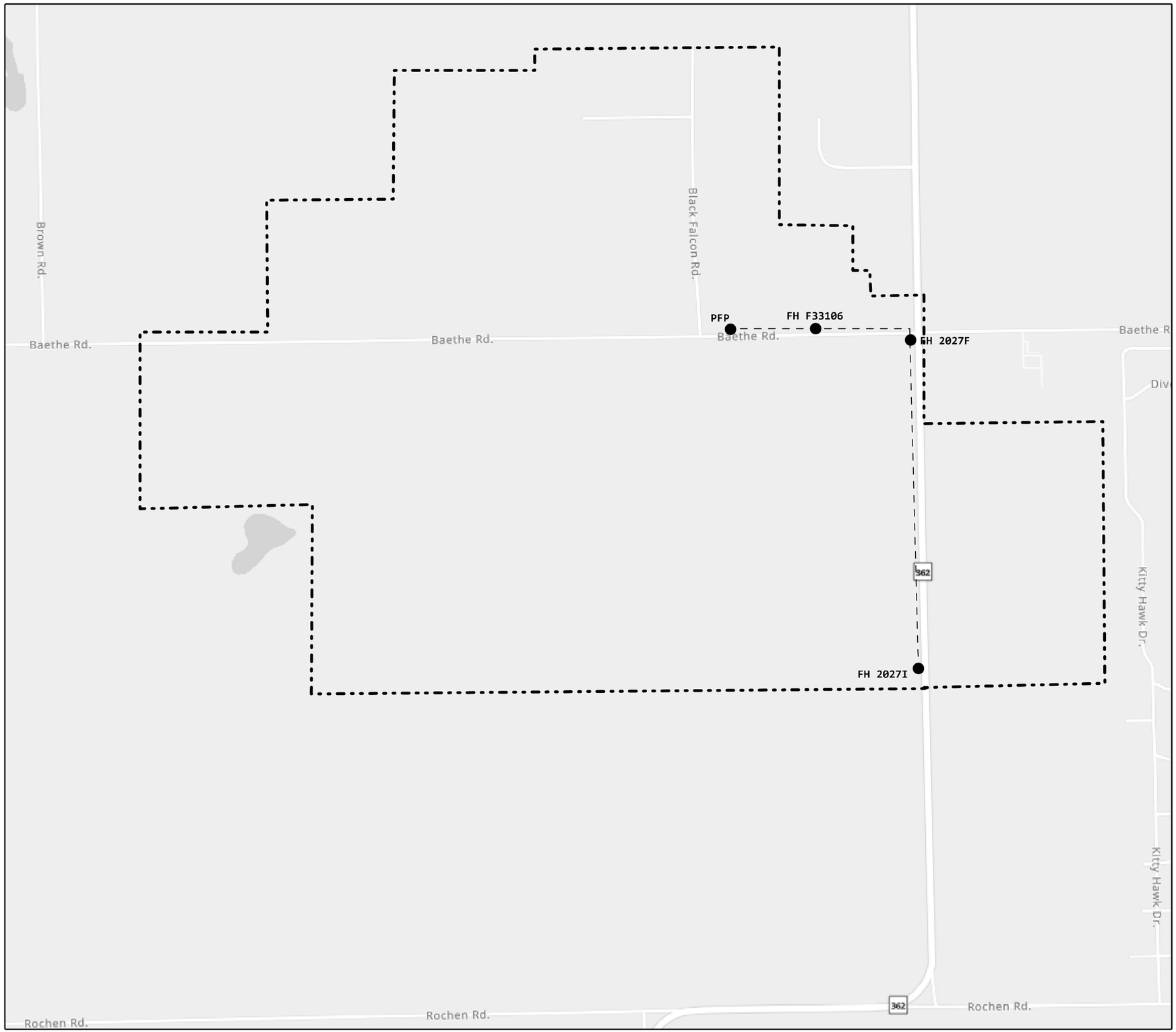
_____

Debbie Hollan, County Clerk

_____

Deputy

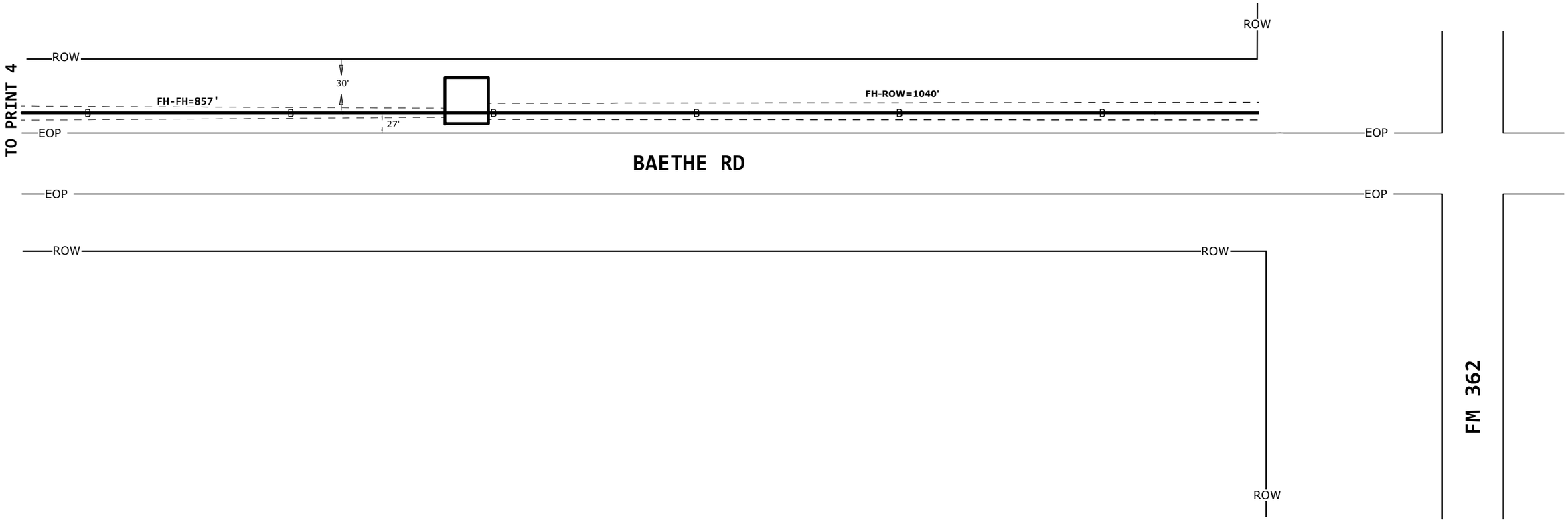
DA 2027PA



PROJECT # A02TM2N		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 1	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

33004
BAETHE RD



BEFORE YOU DIG !
2 Days Prior Call 811

CONSTRUCTION NOTE:
ALL BORE DEPTHS AND HAND DIG DEPTHS ARE MINUMUM 36" COVER.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02TM2N		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 3	

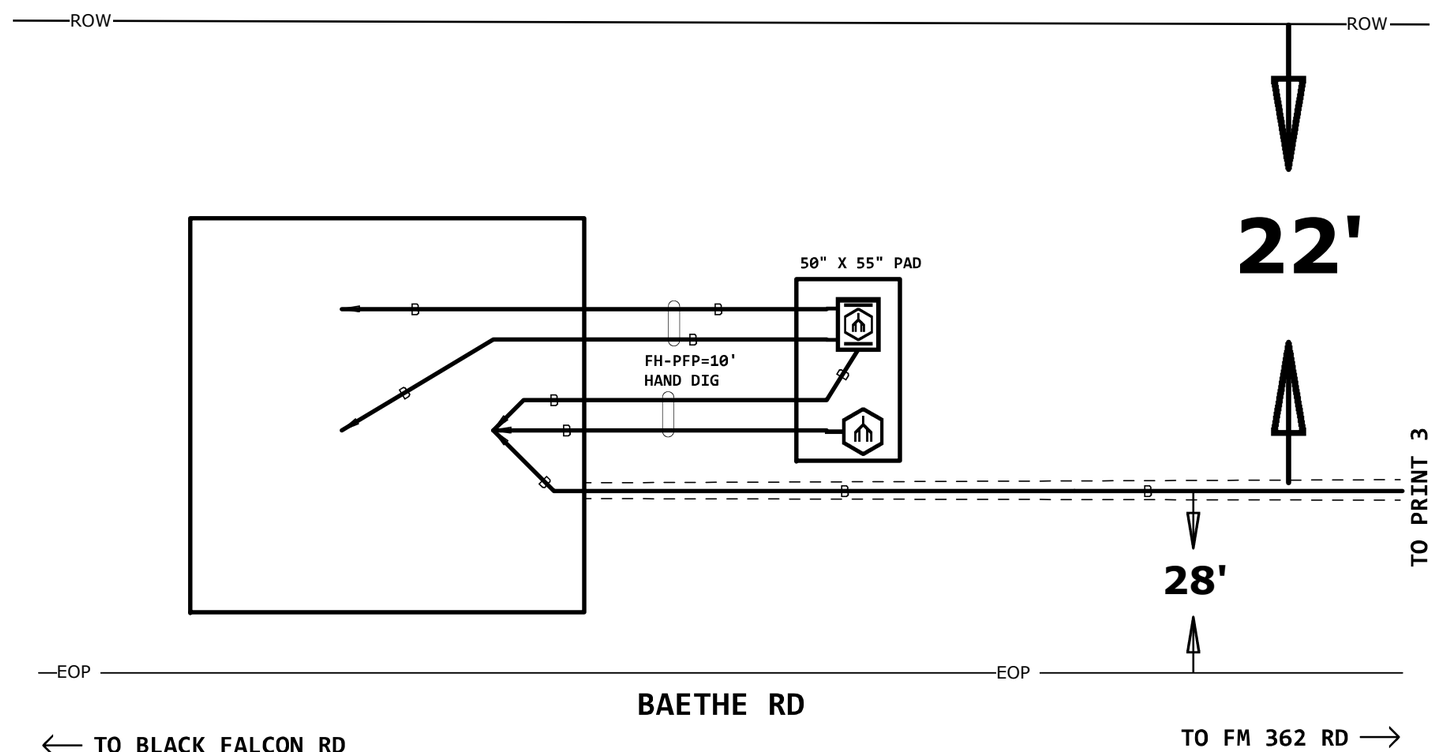
4

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

UNRELATED
OMITTED FO
Item 15.

**16040
BLACK
FALCON RD**

**33174
BAETHE RD**



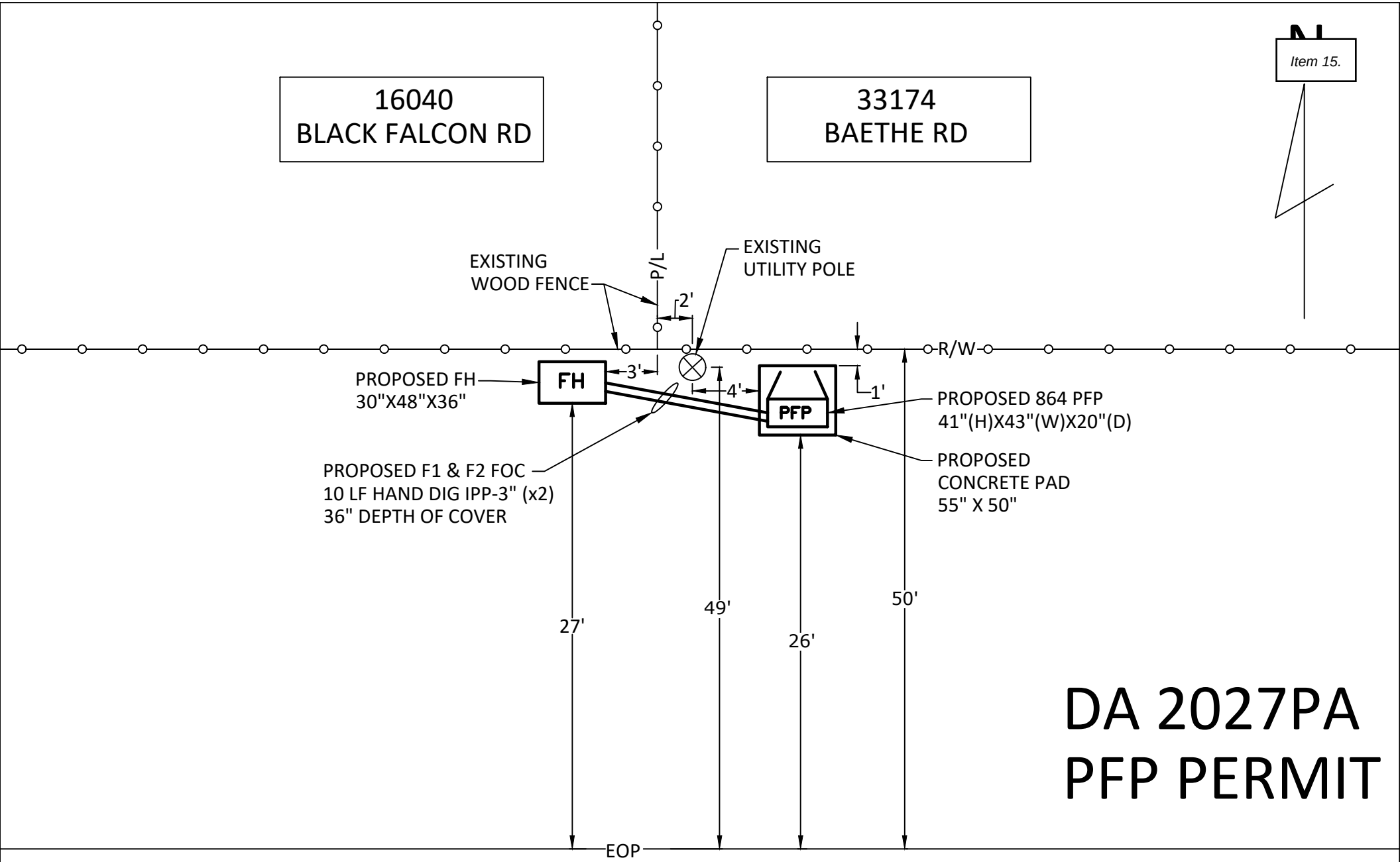
BEFORE YOU DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BORE DEPTHS AND HAND DIG DEPTHS ARE MINUMUM 36" COVER.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

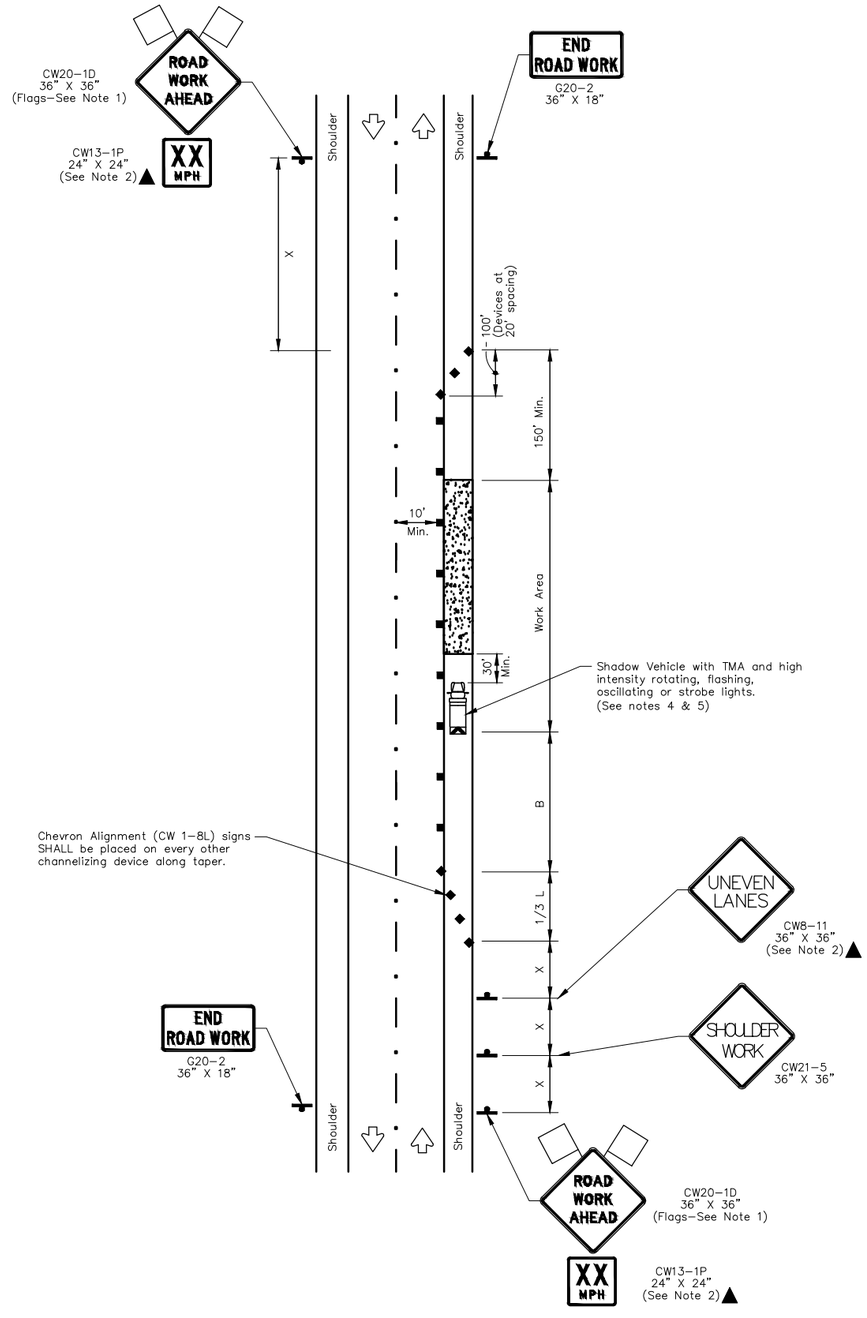
PROJECT # A02TM2N		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 4	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

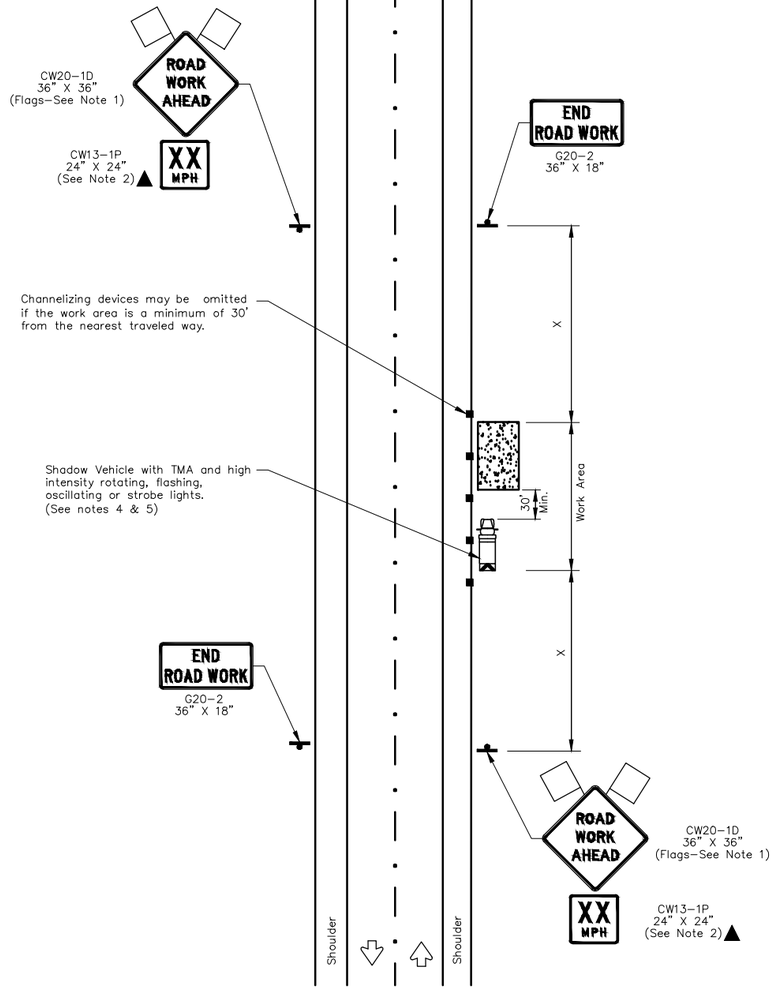


DA 2027PA
PFP PERMIT

J:\Engineering Specs\Harris County Standard Traffic Drawings-Master file\8-18-2017 STANDARD TRAFFIC DRAWINGS\5-TRAFFIC CONTROL PLAN\TCP-SW.dwg



WORK SPACE ON SHOULDER



WORK SPACE NEAR SHOULDER

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
BAETHE RD	45	450	45	90	320	195

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths "L" * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

1. Flags attached to signs where shown are OPTIONAL.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol are OPTIONAL.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. Contractor shall provide and install traffic control devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD – Latest edition with revisions) during construction.
7. No lanes shall be blocked during construction.
8. If project is within 400 feet from a signalized intersection, the Contractor shall contact Harris County Engineering Department, Traffic Signal Maintenance at (713) 881-3210 five (5) days prior to the start of construction.

NO.	REVISIONS	DATE	NAME
1			
2			
3			
4			
5			

HARRIS COUNTY ENGINEERING DEPARTMENT

FOR INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE:
NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

ENGINEER: NAME
P.E. SERIAL No. NUMBER
DATE: / /

PROJECT TITLE:

SHEET DESCRIPTION: TRAFFIC CONTROL PLAN (SHOULDER WORK)

TRAFFIC STANDARD: TCP-SW

DRAWN BY: BSH

DATE: 8/18/17

CK'D BY: BSH

SCALE: NONE

SHEET NO: /

24.UP.044

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that San Bernard Electric Cooperative, Inc. (utility contractor) proposes to place a

4 power poles within the right-of-way of Mount Zion R.O.W (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

See Attached Exhibit "A"

The 4 power poles will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch. 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 15 day of October, 2024.

Firm: San Bernard Electric Cooperative, Inc.

By: Jason Beaman

Signature:

Title: Right of Way Agent

Address: PO Box 1208
Bellville, Texas 77418

Phone: 979-413-7730

Email: jbeaman@sbec.org

APPROVAL

This application is hereby approved subject to the following understandings and restrictions:

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway, and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9.17.24
Date

Traffic Controls Required: (Y) N RJPG
Traffic Controls Reviewed By:
Bond: Y (N) Bond Amount ($):
Floodplain Dev. Permit Required: Y (N)
Permit #: Precinct #:
R&B Inspector: ROBERT J. GOODSPEED

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Mount Zion Rd**

DATE: **09/20/2024**

To: San Bernard Electric Cooperative, Inc.
Jason Beaman
P O Box 1208
Bellville, Tx 7741
Permit # 24.UP.044

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/20/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

_____

Debbie Hollan, County Clerk

_____

Deputy

SCALE: NTS

4 NEW POLES ON COUNTY R.O.W.

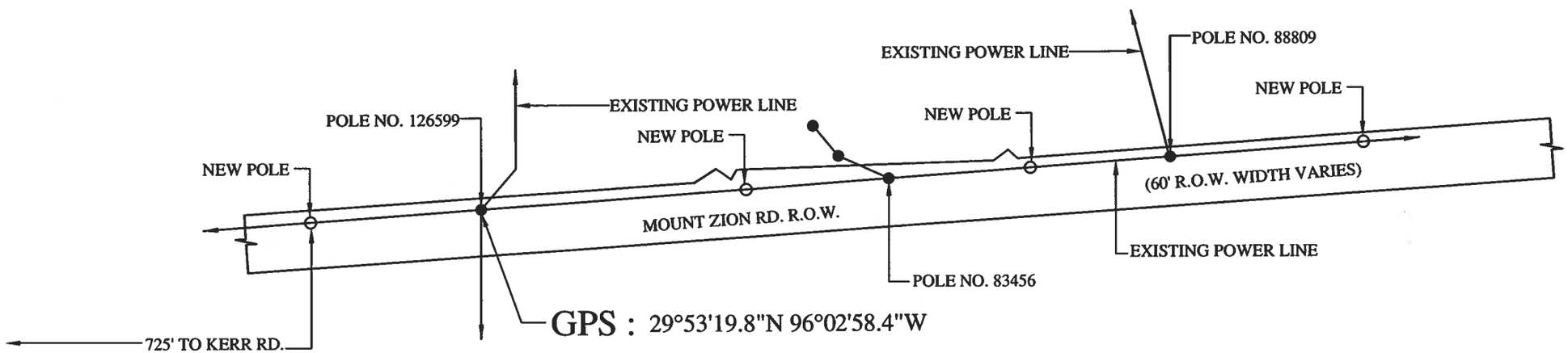


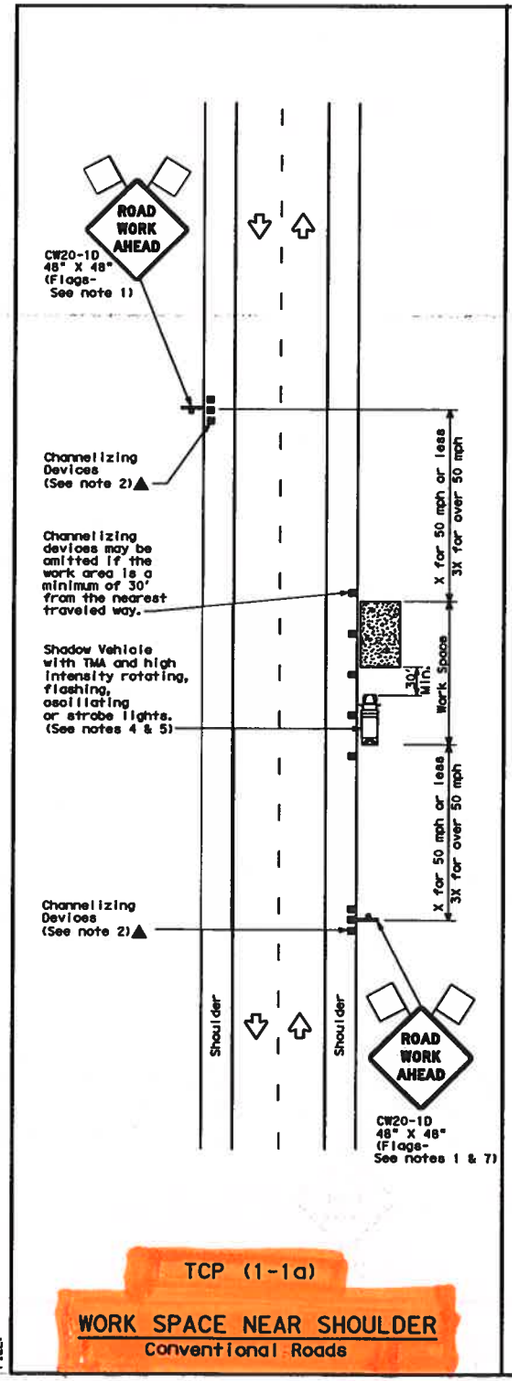
EXHIBIT "A"

WALLER COUNTY, TEXAS

SAN BERNARD ELECTRIC COOPERATIVE,INC.
P.O. BOX 1208 BELLVILLE, TX 77418
DWN BY: JB DATE: 9-16-2024
DWG REF: 23-01-058

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the completion of this standard to other formats or for incorrect results or damages resulting from its use.

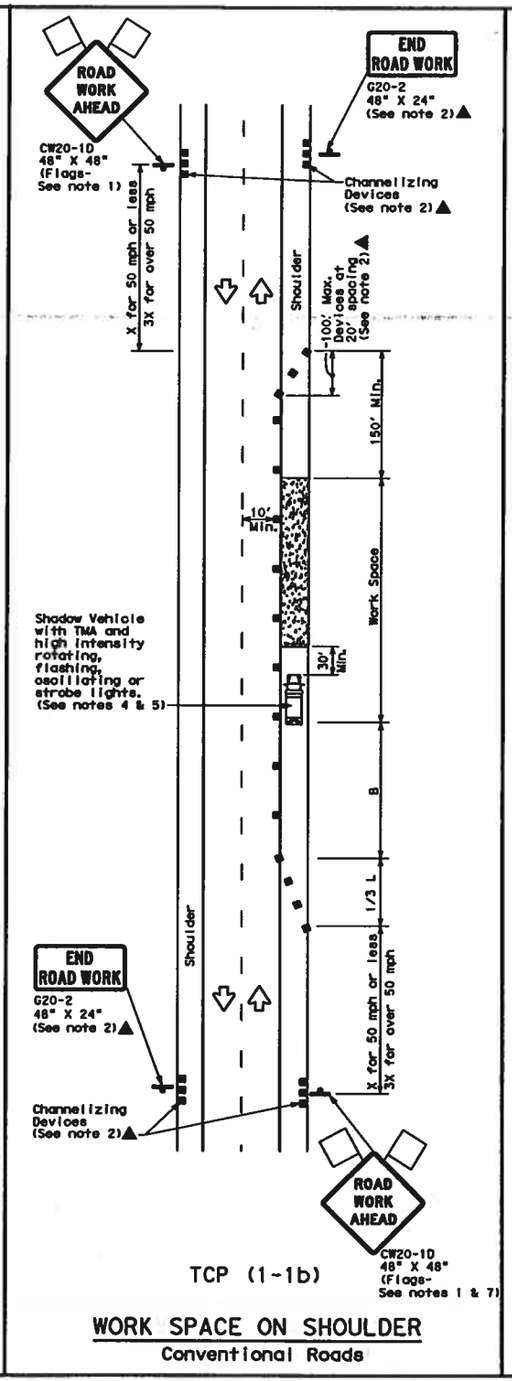
DATE:
FILE:



TCP (1-1a)

WORK SPACE NEAR SHOULDER

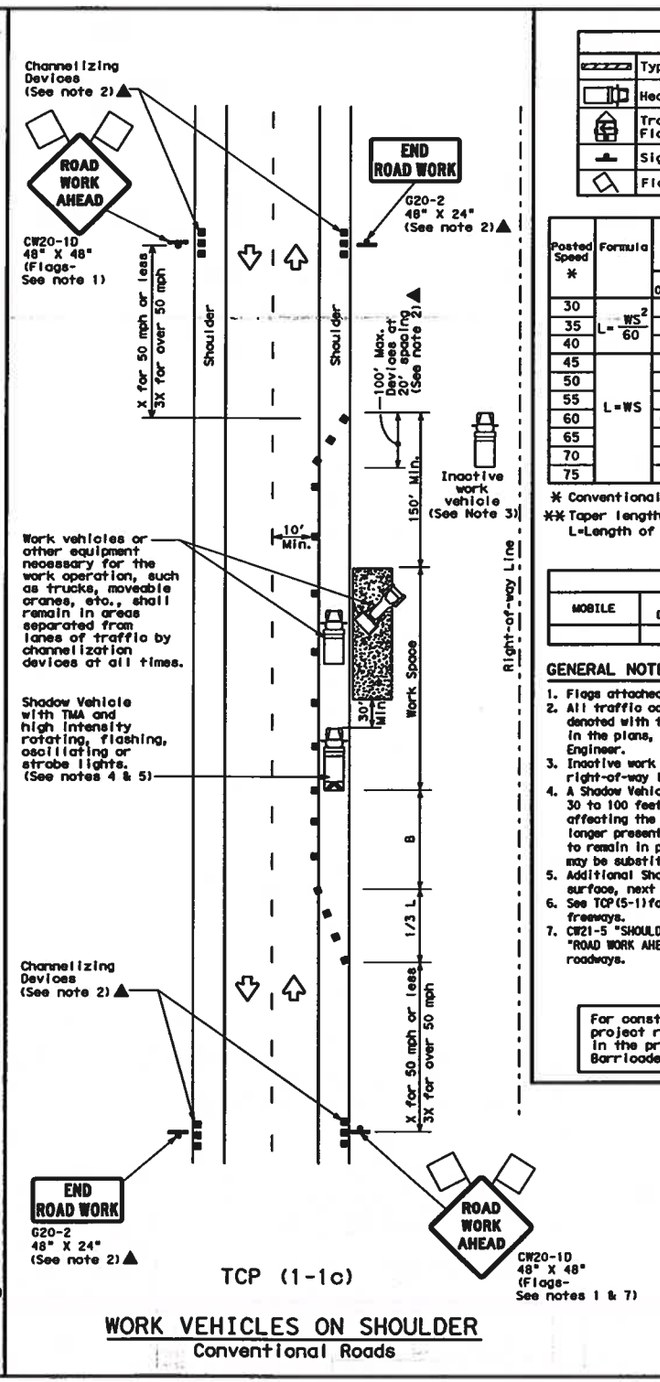
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

©TxDOT December 1985

REVISIONS	DIST	COUNTY	SHEET NO.
2-94 2-12			
8-95			
1-97			
4-98			

151

24. UP. 042 ✓

Item 17.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that Centerpoint Energy (utility contractor) proposes to place a

2" IP PLA Svc within the right-of-way of 23400 Hegar Rd (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Propose to install 20' of 2" IP PLA SVC gas (see drawing)

The gas installation will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 1st day of October, 2024.

Firm: Centerpoint Energy

By: Donald Whaley

Signature: Donald Whaley

Title: Senior ESR

Address: 1111 Louisiana Ste 1060H
Houston, Tx 77002

Phone: 713 207-7663

Email: donald.whaley@centerpointenergy.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9-17-24

Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RJPG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 2
R&B Inspector: ROBERT J.L. GOODSPEED

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **23400 HEGAR RD**

DATE: **10/01/2024**

To: [CenterPoint Energy Gas]
1111 Louisiana, Suite 1060
Houston, TX 70002
Permit # 24.UP.042

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/19/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____

Date

_____

Debbie Hollan, County Clerk

_____

Deputy

N

RUSH PRIORITY

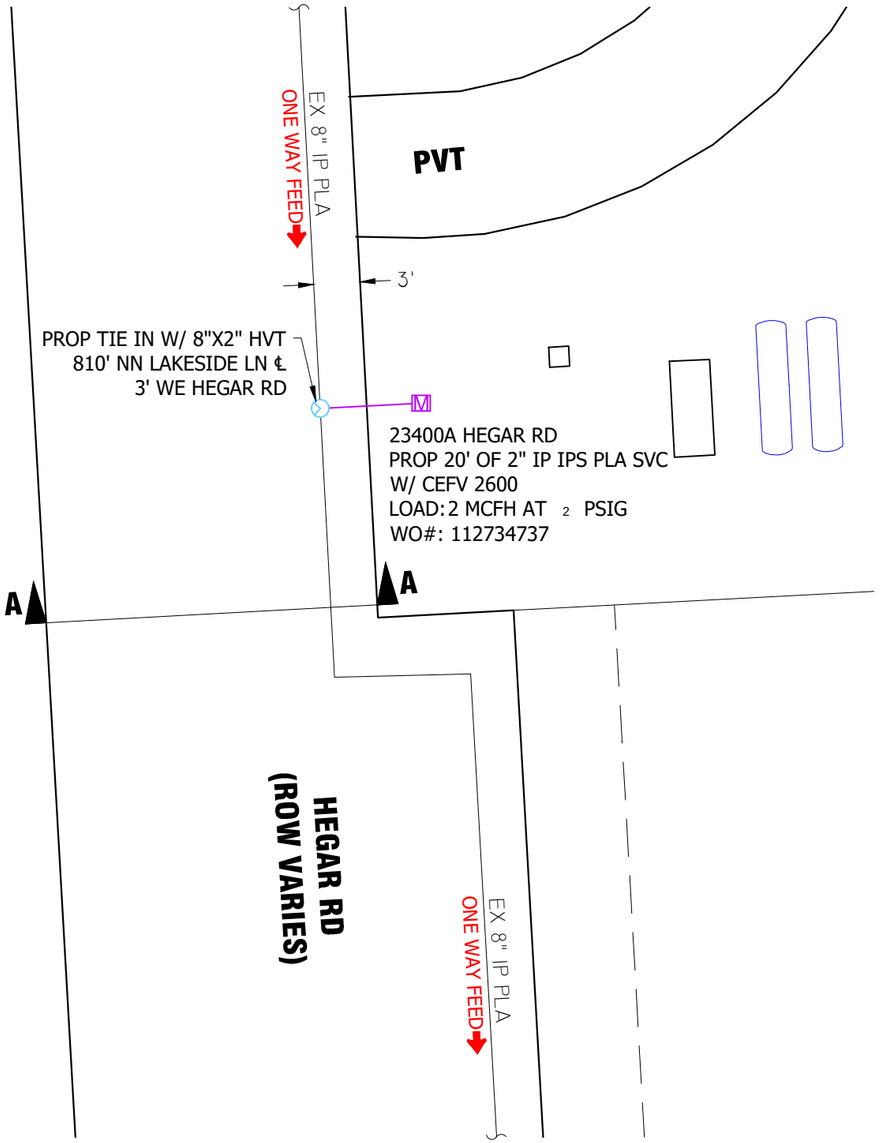
- PRIORITY 1 ☐
- PRIORITY 2 ☑
- NORMAL ☐

GAS SERVICE COORDINATOR:

COORDINATE SERVICE LOCATION WITH ALYSSA MILLER AT 281-505-6275

PERMITS REQUIRED FOR CONSTRUCTION

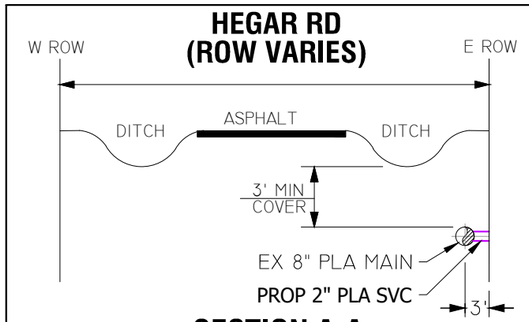
- ☐ NO PERMITS REQUIRED
- ☐ TXDOT
- ☐ CITY:_____
- ☑ COUNTY: WALLER
- ☐ FLOODCONTROL/DRAINAGE:_____
- ☐ RAILROAD:_____



GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (HUMZA SAEED AT 713-207-4658) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART.
   •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (VINCENT PACHECO AT 713-967-7386) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

WALLER COUNTY PERMIT



SECTION A-A
NTS

VICINITY MAP

LEGEND

EXISTING MAIN	PROP 5# ZINC ANODE
PROP MAG ANODE	PROP MARKER BALL
PROP TRANS STATION	PROP LINE MARKER
PROP TEST POINT	PROP 2" IP PLA SVC
PROP LOCATION POINT	

DRAFTER: FRV 9/9/2024
CKR: HE 9/9/2024
ENGR:_____

PIPE SUMMARY GENERIC

PIPE REQUIRED - WO#: 112734737

20' 2" PLA SERVICE IP - Intermediate Pressure

20' TOTAL PIPE

DESIGNED BY: HUMZA SAEED	713-207-4658
ESTIMATED COST: $	CONTRIBUTION: $
NEED DATE:	COMPLETION DATE:

PURPOSE AND NECESSITY: INSTALL COMMERCIAL SERVICE LINE FOR WATER PLANT.

DRAWN BY: FRV	RECOMMENDED BY:	DATE:
DATE:09/09/2024		
SCALE: 1:30		
SHEET: 1 OF 1	APPROVED BY:	DATE:

F:29970842 | O:29880840 | KM:244-W | LAMBERT:7272 | Z:N/A | SZ:N/A | TC:N/A | SOG:N/A

23400A HEGAR RD
WALLER, TEXAS

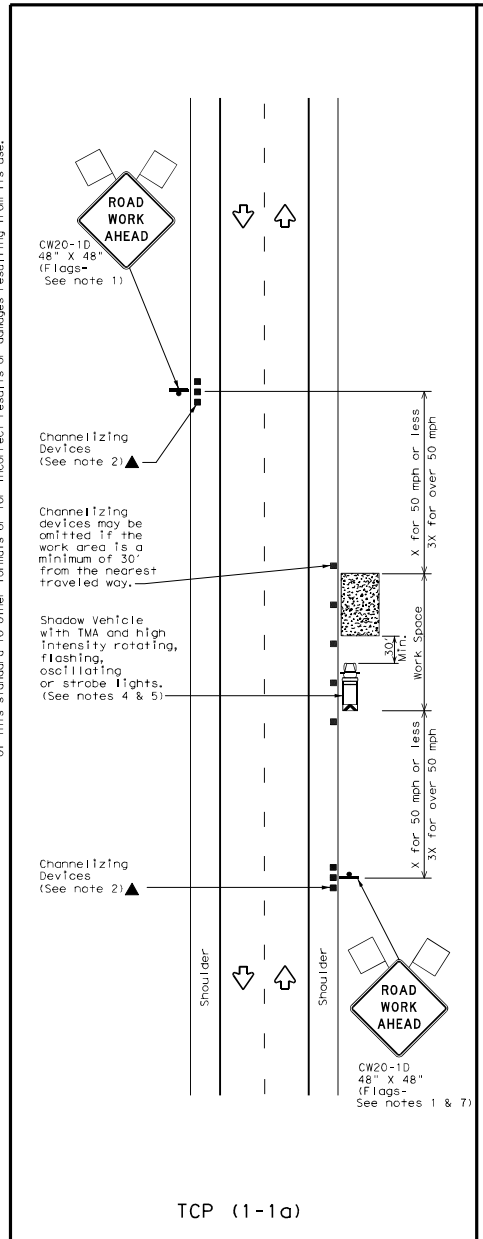
CenterPoint. Energy
Texas Region – Houston Gas Engineering

DWG No: **EB5-2402293**

9/9/2024 10:24:28 AM C:\USERS\U023623\CENTERPOINT ENERGY\VALID IMPLEMENTATION CORE TEAM - AUD MASTER DRAWINGS\TX\2\0229312\02293_UDH_GENERATED.DWG

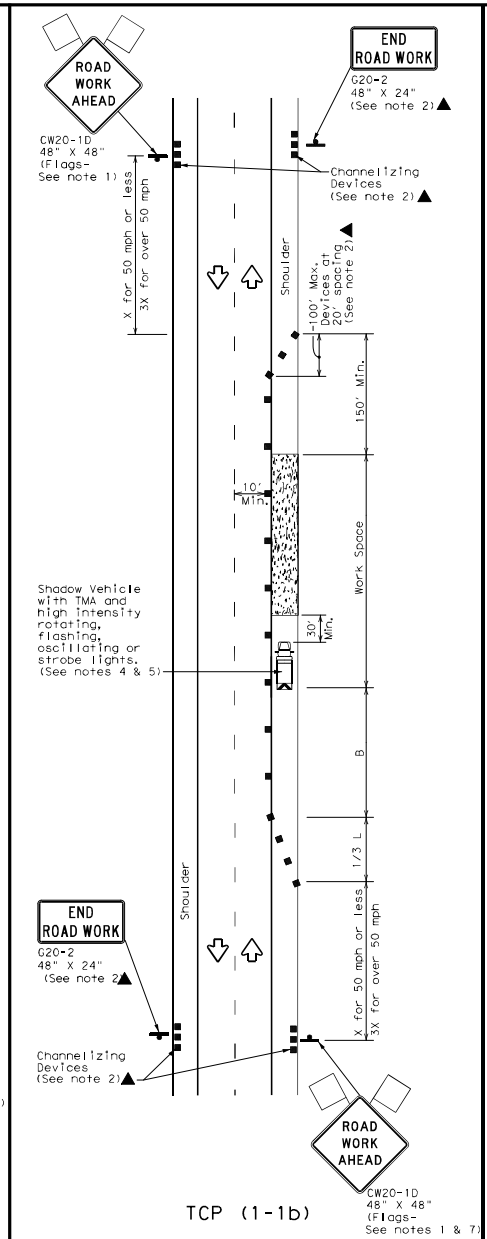
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



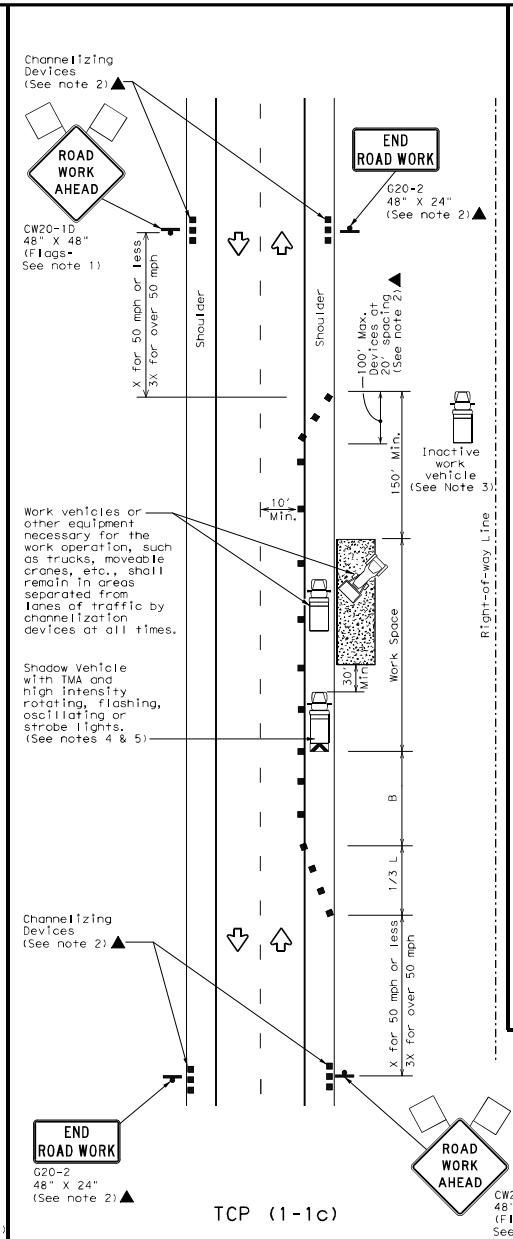
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE:	tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT	December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS					
2-94	4-98	DIST	COUNTY		SHEET NO.
8-95	2-12				
1-97	2-18				

151

24.UP.041 ✓

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that AT&T (utility contractor) proposes to place a TELEPHONE LINE within the right-of-way of PENICK RD, VAL VERDE ST & LONDONDERRY DR (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Installation of buried telephone line and handholes in the public ROW. See drawings for exact location.

All installation will have a minimum DOC of 36". Total buried installation = 1,781 LF.

The TELEPHONE LINE will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 23RD day of SEPTEMBER, 20 24.

Firm: CABLETEX

Address: 23603 W FERNHURST DR - SUITE 2105
PARK ROW, TX 77494

By: TROY HART

Signature: T HART

Phone: 713-230-8366

Title: LEAD SUPERVISOR

Email: TROY.HART@CABLETEX.NET

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9-17-24

Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RJPG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 2
R&B Inspector: ROBERT J. GOODSPEED

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Penick Rd**
Val Verde St
Londonberry Dr

DATE: **09/19/2024**

To: Cabletex
[AT&T Communications]
23603 W Fernhurst Dr, Suite 2105
Park Row, TX 77494
Permit # 24.UP.041

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/23/2024** is approved.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

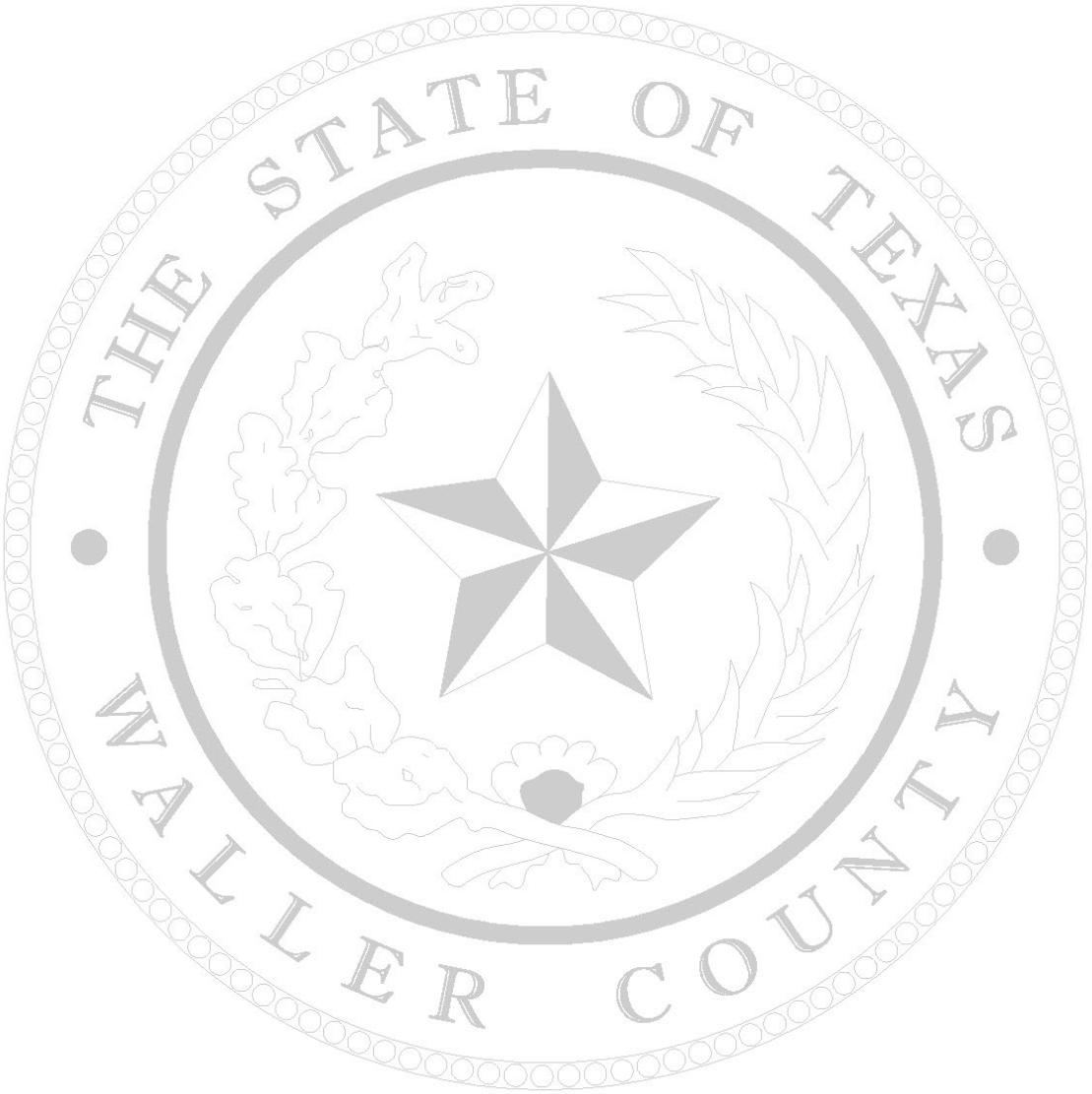
_____
Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

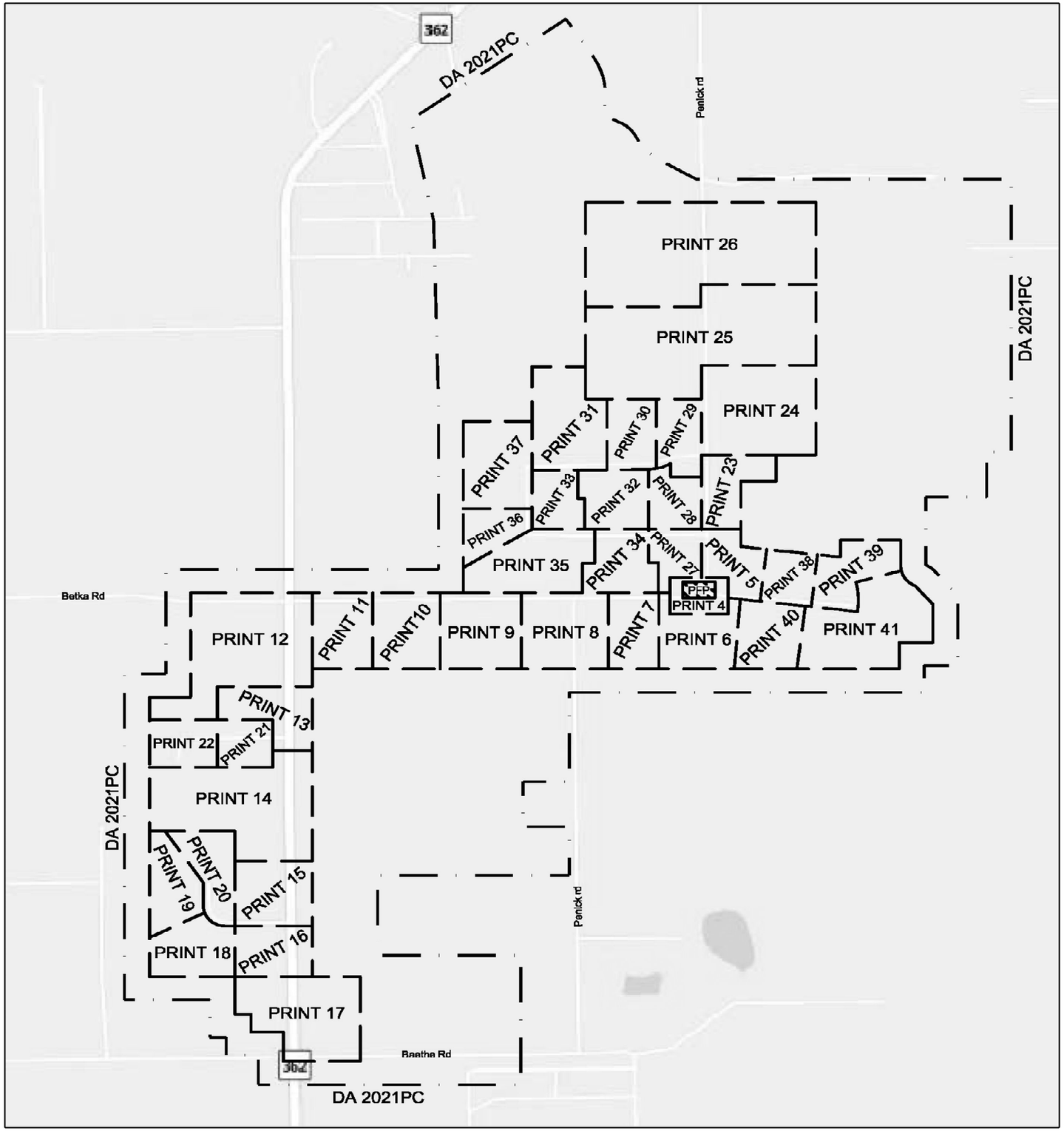
_____
Date

_____
Debbie Hollan, County Clerk

_____
Deputy


THE STATE OF TEXAS
WALLER COUNTY

PSA 2021PC



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

PROJECT # A02TM3X		DATE SVC REQ'D	
NPANNX	GEO LOC	CLLI	
PRIMARY ENGR.:			
ENGR. ID:		PERMIT REQ'D.	Y
PHONE #:		PRINT	1

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02TM3X		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 5	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

16414

P-UNK#27

P-UNK#28

P-S2

RISER 21'

EOP

POLE - ROW = 10'

VAL VERDE ST

FM 362 RD

16727

16723

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02TM3X		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 13	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

16202

P-UNK#35 P-UNK#36 P-UNK#37 P-UNK#38

RISER 21'

EOP

PI-POLE=89'

EOP

EOP-ROW=40'

EOP

PI-PI=61'

EOP-ROW=19'

25'

16'

EOP

P-PI=704'

FM 362 RD

LONDONDERRY DR

32956

32993
RES/SBU

16015

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

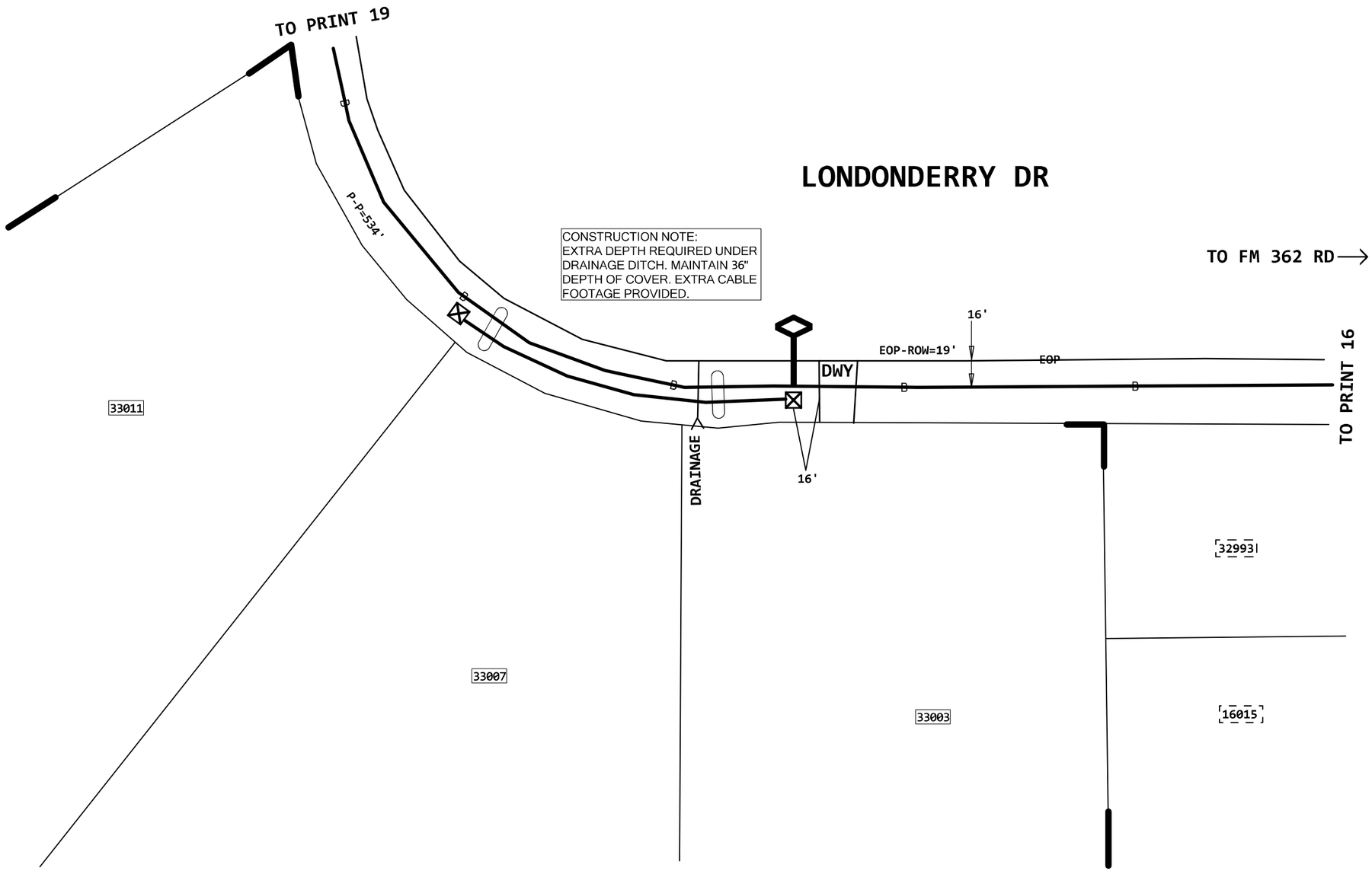
BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

TO PRINT 18

PROJECT # A02TM3X		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 16	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



WALLER COUNTY PERMIT REQUIRED SEE PERMIT #0001

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

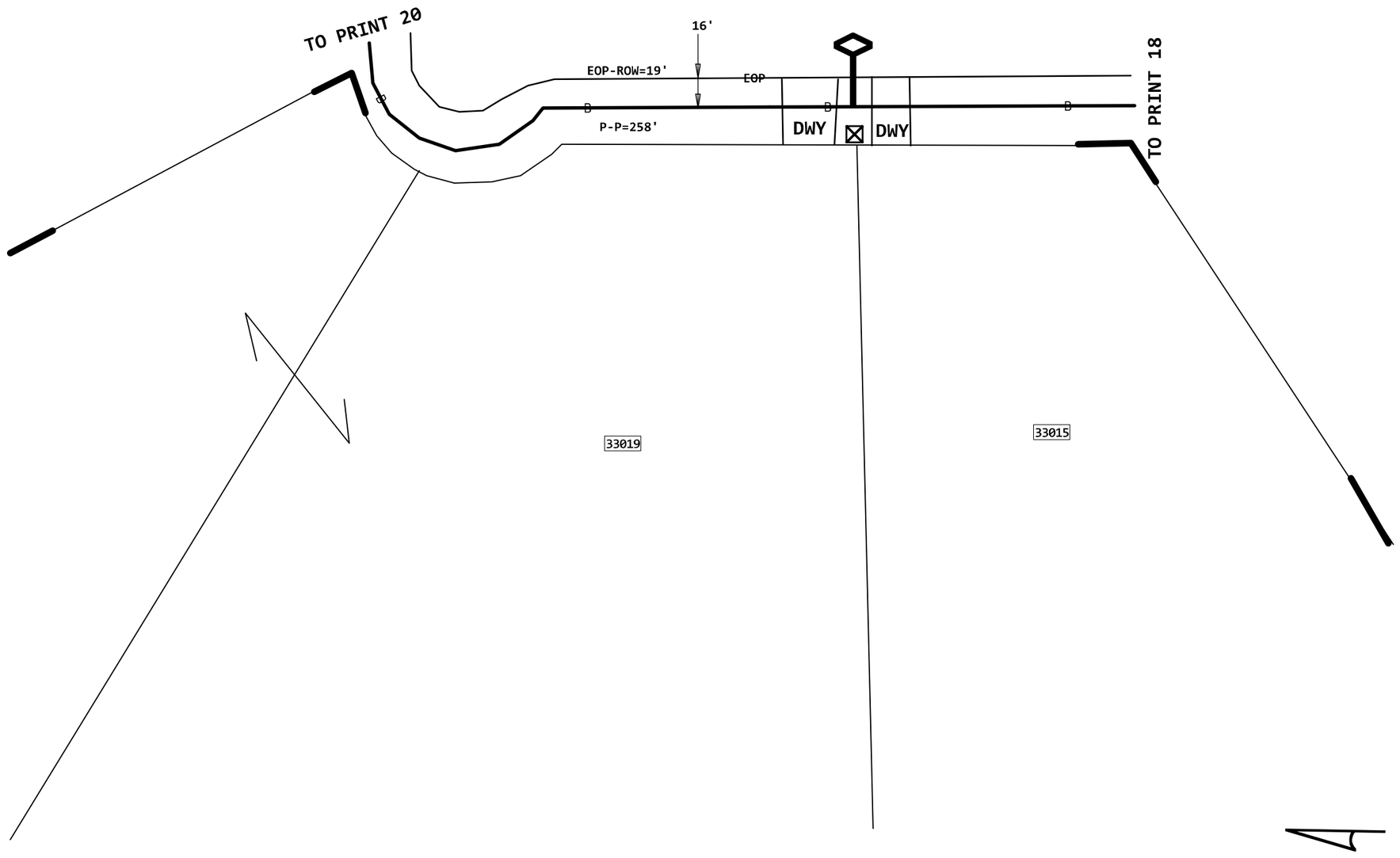
DESIGNED BY PIVOTAL ENGINEERING CONTACT:
DAVID SAKAMOTO
(360) 882-4268

PROJECT # A02TM3X		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 18	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

LONDONDERRY DR

TO FM 362 RD ⟶



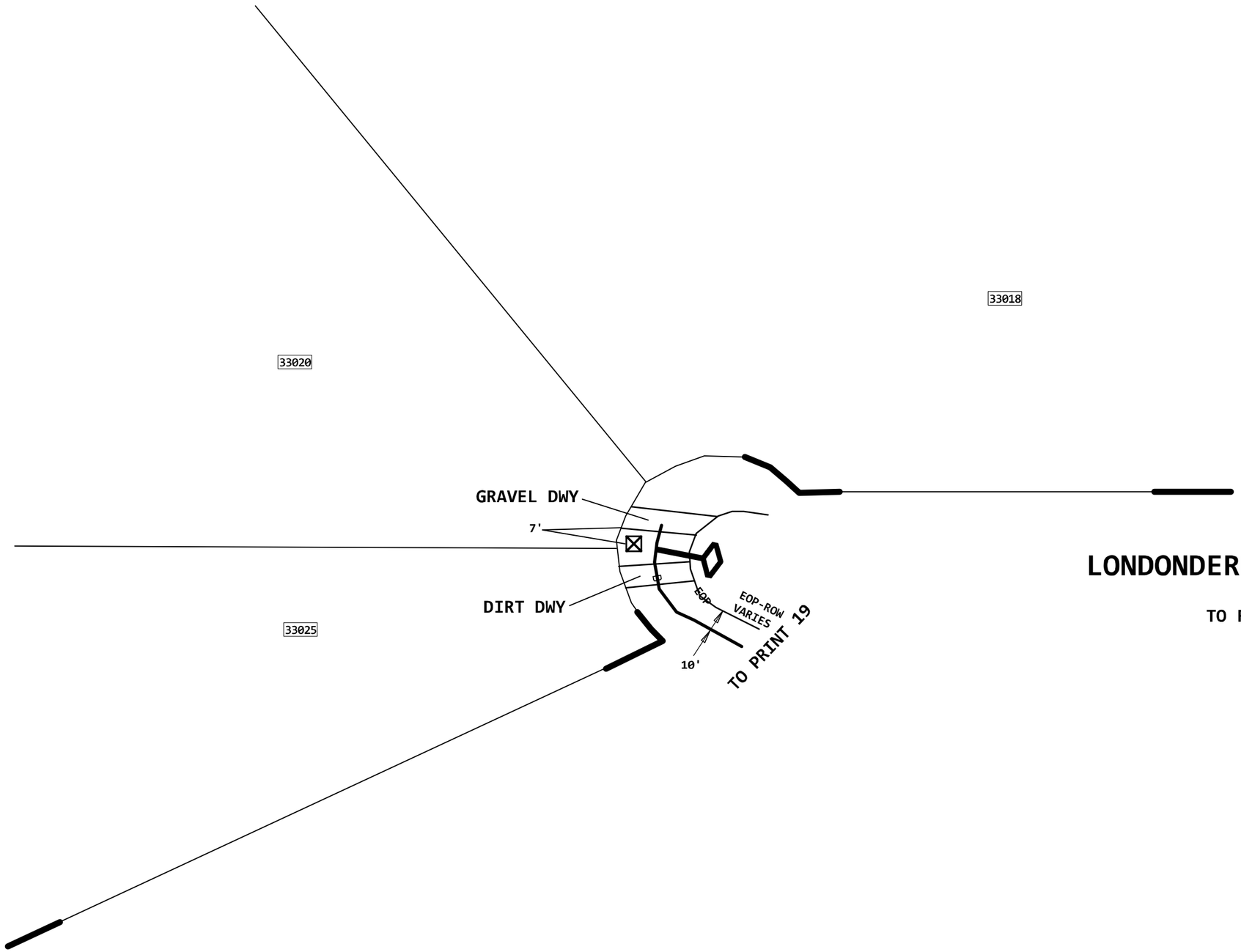
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02TM3X		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 19	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



LONDONDERRY DR

TO FM 362 RD ⟶

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

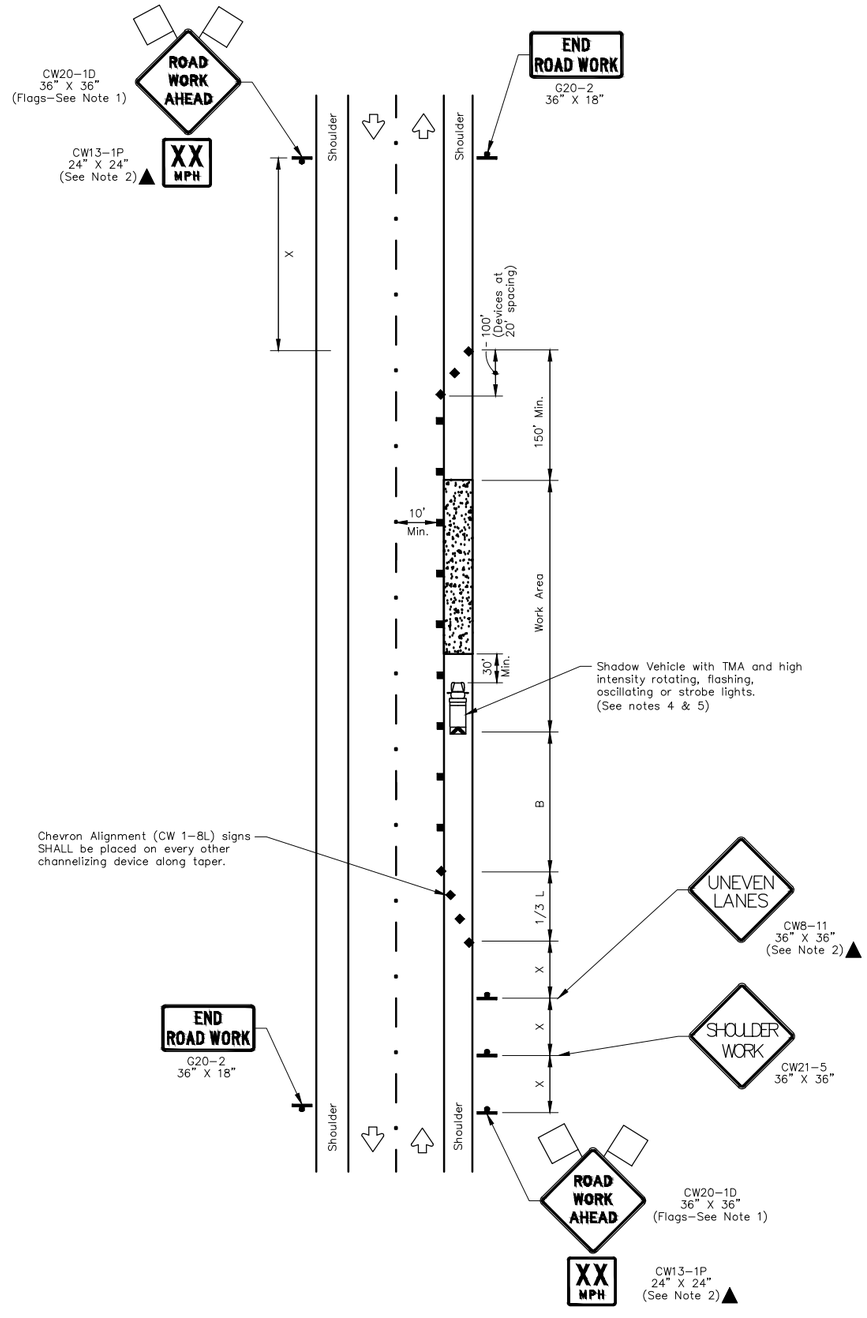
BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

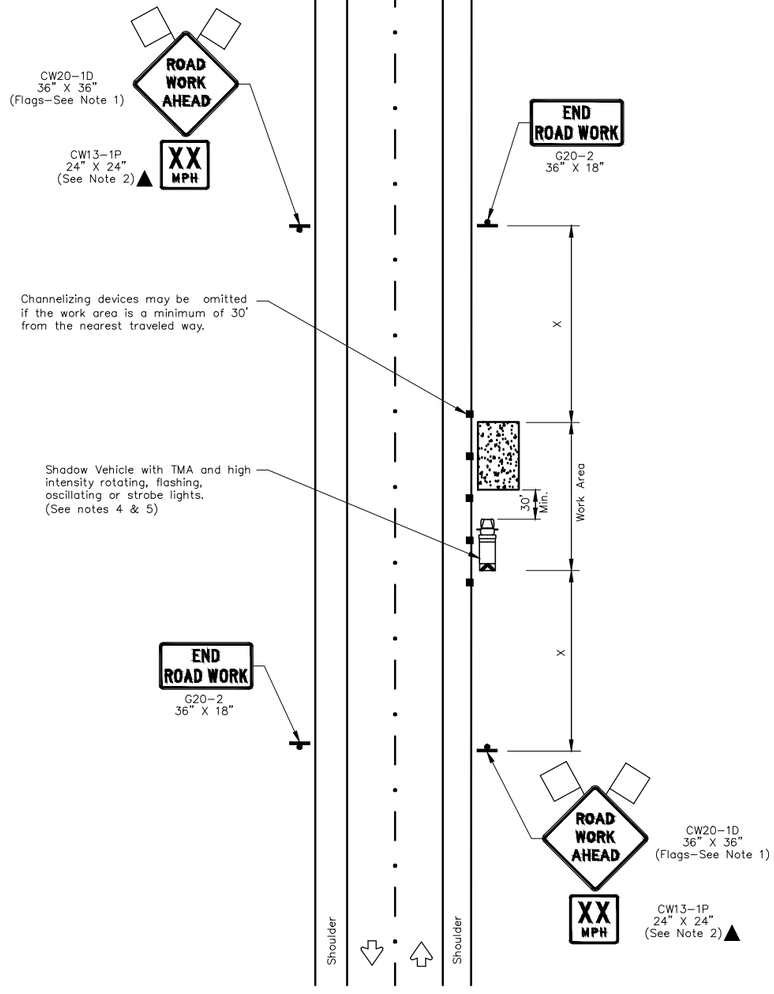
PROJECT # A02TM3X		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 20	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

J:\Engineering Specs\Harris County Standard Traffic Drawings-Master file\8-18-2017 STANDARD TRAFFIC DRAWINGS\5-TRAFFIC CONTROL PLAN\TCP-SW.dwg



WORK SPACE ON SHOULDER



WORK SPACE NEAR SHOULDER

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
PENICK RD	45	450	45	90	320	195
VAL VERDE ST	30	150	30	60	120	90
LONDONDERRY DR	30	150	30	60	120	90

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths "L" * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

1. Flags attached to signs where shown are OPTIONAL.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol are OPTIONAL.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. Contractor shall provide and install traffic control devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD – Latest edition with revisions) during construction.
7. No lanes shall be blocked during construction.
8. If project is within 400 feet from a signalized intersection, the Contractor shall contact Harris County Engineering Department, Traffic Signal Maintenance at (713) 881-3210 five (5) days prior to the start of construction.

NO.	REVISIONS	DATE	NAME
1			
2			
3			
4			
5			

HARRIS COUNTY ENGINEERING DEPARTMENT

FOR INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE:
NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

ENGINEER: NAME
P.E. SERIAL No. NUMBER
DATE: / /

PROJECT TITLE:

SHEET DESCRIPTION: TRAFFIC CONTROL PLAN (SHOULDER WORK)

TRAFFIC STANDARD: TCP-SW

DRAWN BY: BSH

CK'D BY: BSH

DATE: 8/18/17

SCALE: NONE

SHEET NO: /

24.UP.038

Item 19.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that AT&T (utility contractor) proposes to place a

INNERDUCT, FIBER OPTICS, HANDHOLES within the right-of-way of MURRELL RD, MAGNOLIA RD (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

PROJECT PLACES 1.25" INNERDUCT WITH FIBER OPTICS IN ROAD RIGHT-OF-WAY IN VARIOUS LOCATIONS ALONG MURRELL RD & MAGNOLIA RD. PROJECT WILL PLACE NEW HANDHOLES FOR FIBER TERMINALS. SEE ATTACHED PRINTS FOR MORE DETAILS.

The INNERDUCT WITH FIBER OPTICS, HANDHOLES will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 25TH day of SEPTEMBER, 20 24.

Firm: MILLENNIUM GEOSPATIAL

Address: 2676 NOEL DR, GREEN BAY, WI 54311

By: DREW PETERSON

Signature: DREW PETERSON

Phone: O: 920-288-8991 D: 920-415-0371

Title: DESIGN ENGINEER

Email: andrew.peterson@millenniumgeospatial.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9-11-24

Date

Traffic Controls Required: (Y) N

Traffic Controls Reviewed By: R&B 9

Bond: Y (N) Bond Amount ($): —

Floodplain Dev. Permit Required: Y (N)

Permit #: _____ Precinct #: 2

R&B Inspector: ROBERT J.P. GOODSPEED

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: Murrell Rd
Magnolia Rd

DATE: **09/03/2024**

To: A T & T
[Millenium Geospatial]
2676 Noel Dr.
Green Bay, WI 54311

Permit # 24.UP.038

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/03/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

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

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____
Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____
Date

_____
Debbie Hollan, County Clerk

_____
Deputy

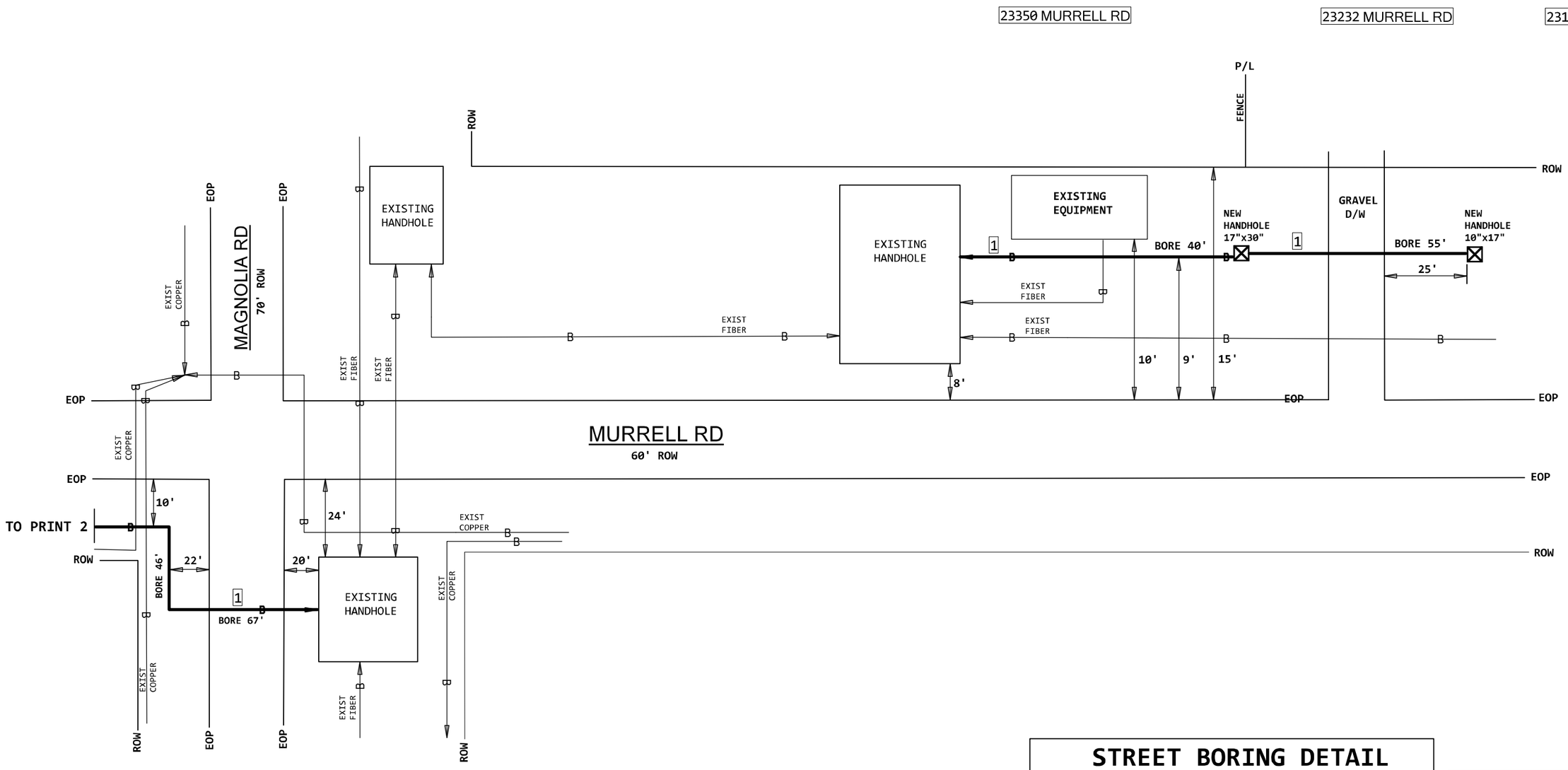
WALLER COUNTY PERMIT PRINT

CAUTION

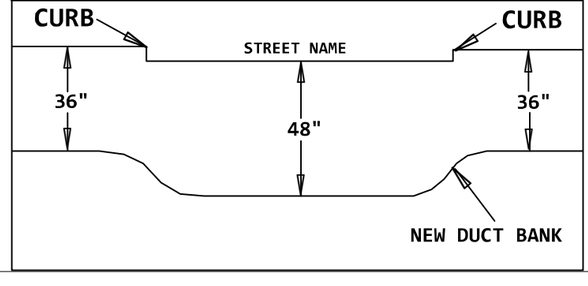
BURIED GAS, ELECTRIC & CATV IN RO E

ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS



STREET BORING DETAIL



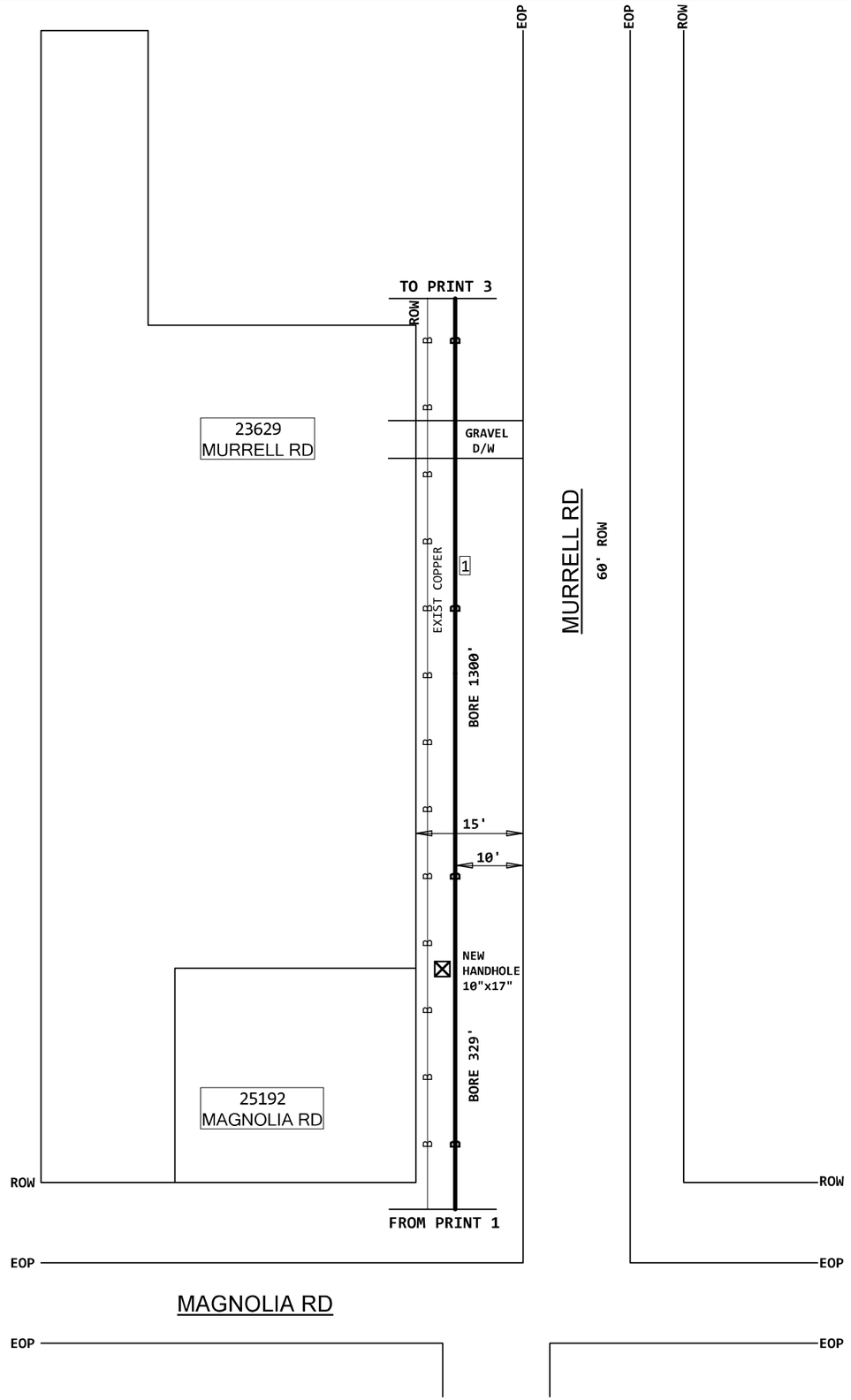
N

WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 1 OF 13

WALLER COUNTY PERMIT PRINT

1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS



CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

Item 19.

ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

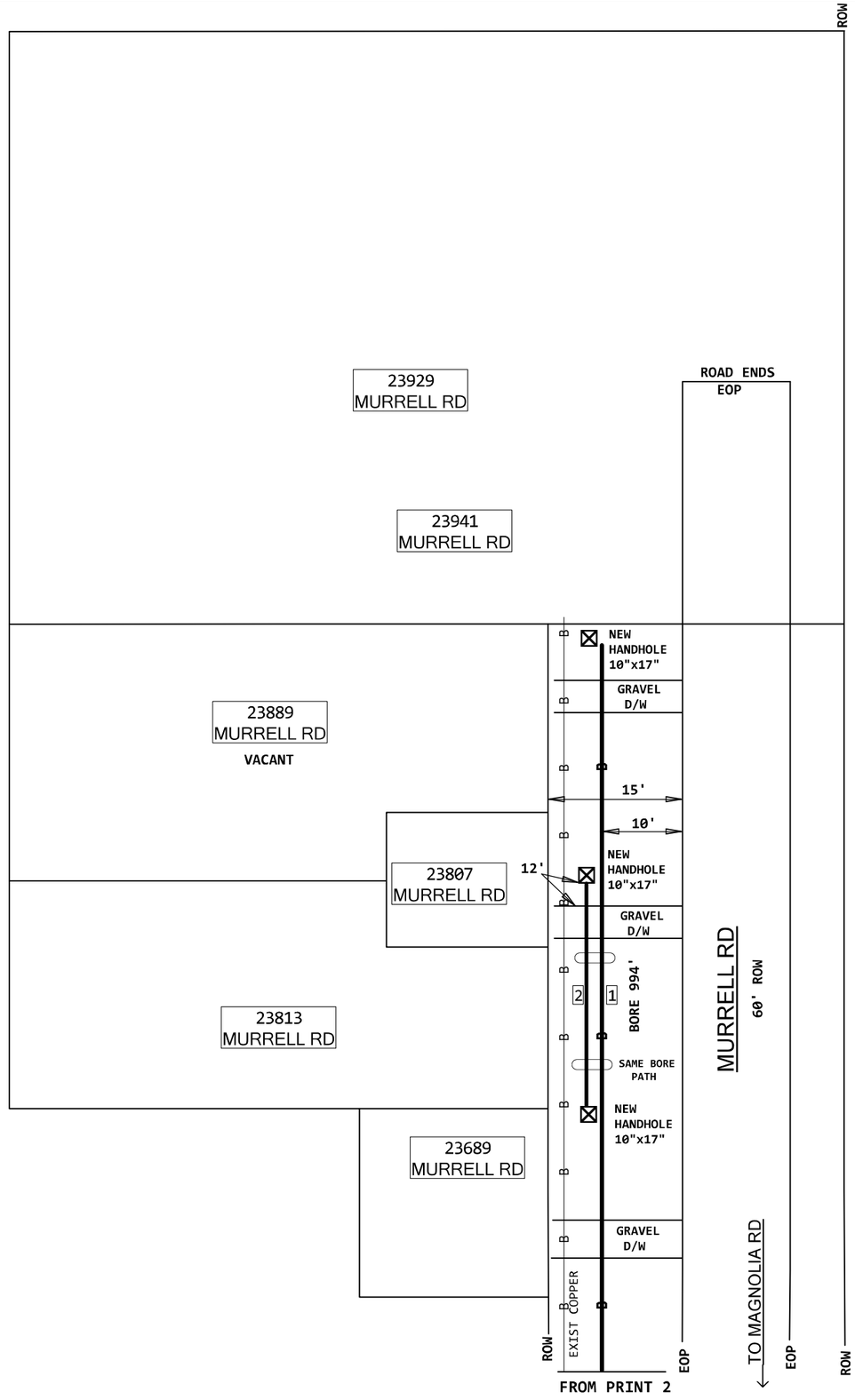
WALLER COUNTY PERMIT REQUIRED

PROJECT # A02VN49	DATE SVC REQ'D
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 2 OF 13

WALLER COUNTY PERMIT PRINT

1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 435'



CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

Item 19.

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WALLER COUNTY PERMIT REQUIRED

PROJECT # A02VN49	DATE SVC REQ'D
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 3 OF 13

WALLER COUNTY PERMIT PRINT

CAUTION

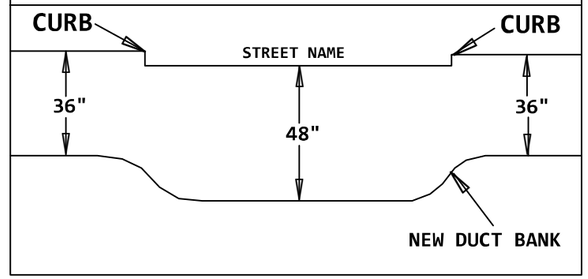
BURIED GAS, ELECTRIC & CATV IN RO... E

ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

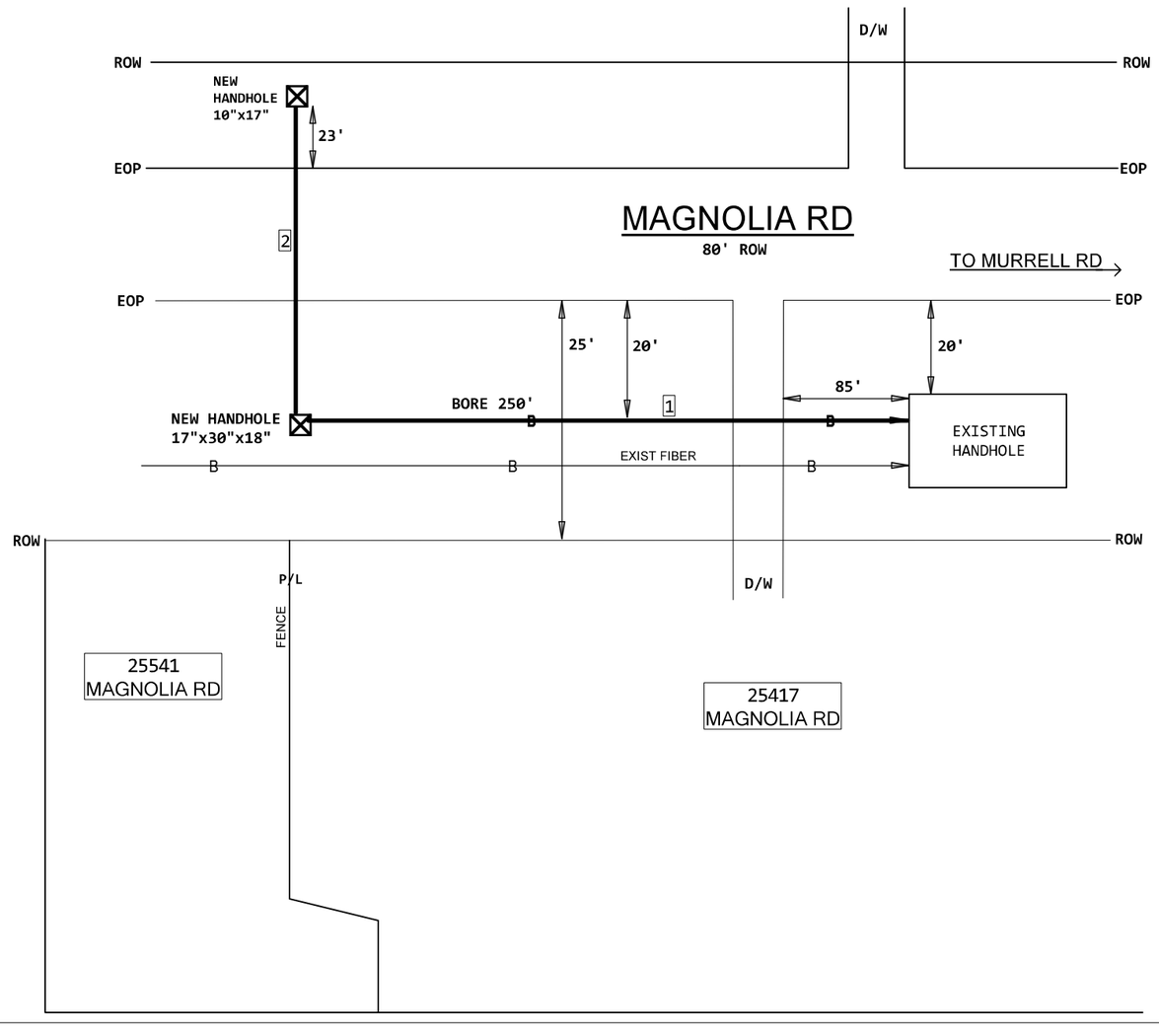
1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 68'

STREET BORING DETAIL



25396
MAGNOLIA RD



WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 4 OF 13

WALLER COUNTY PERMIT PRINT

CAUTION

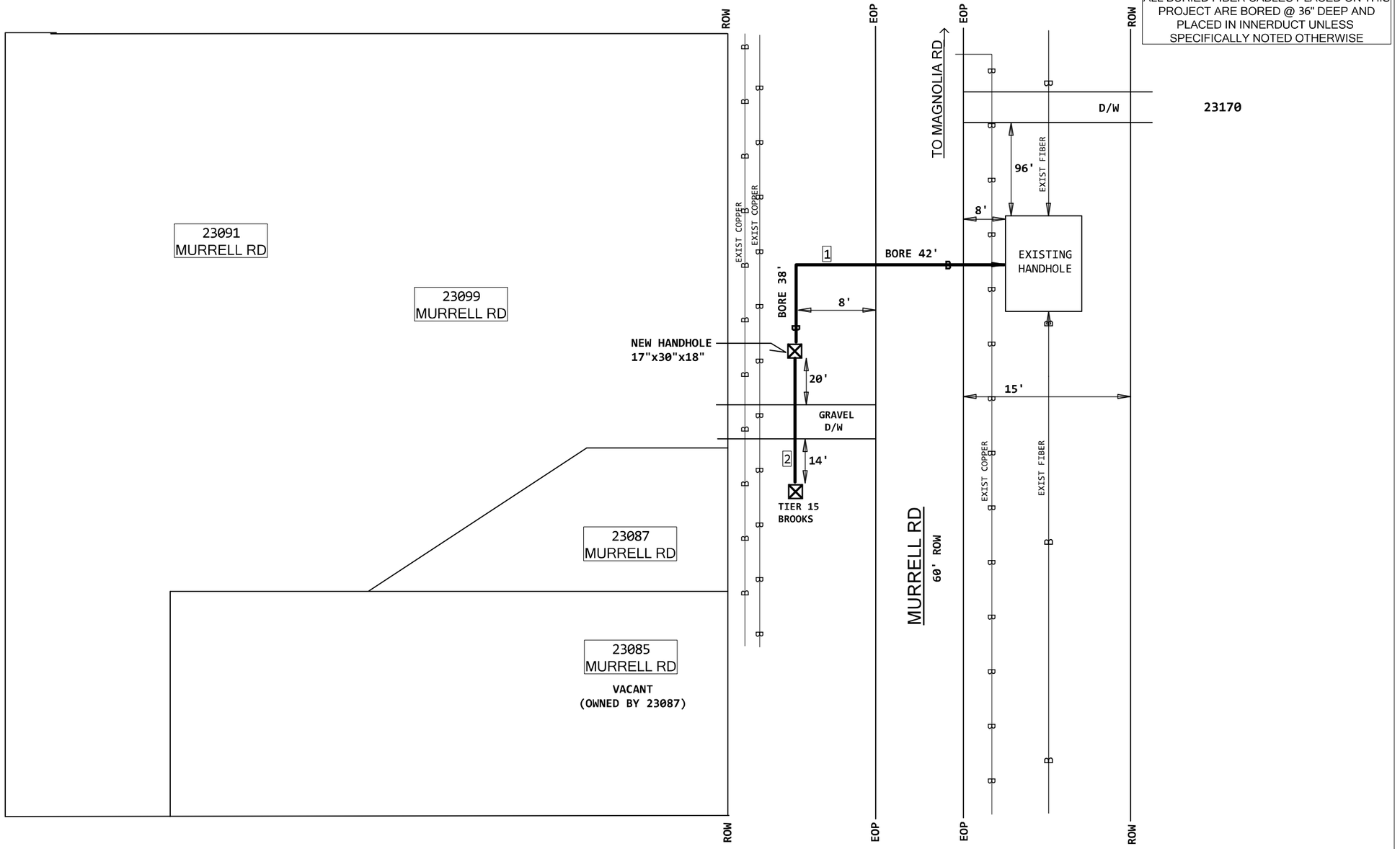
BURIED GAS, ELECTRIC & CATV IN RO E

Item 19.

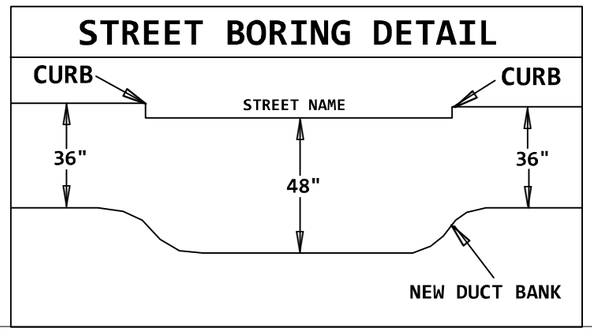
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 57'



STREET BORING DETAIL



WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 5 OF 13

WALLER COUNTY PERMIT PRINT

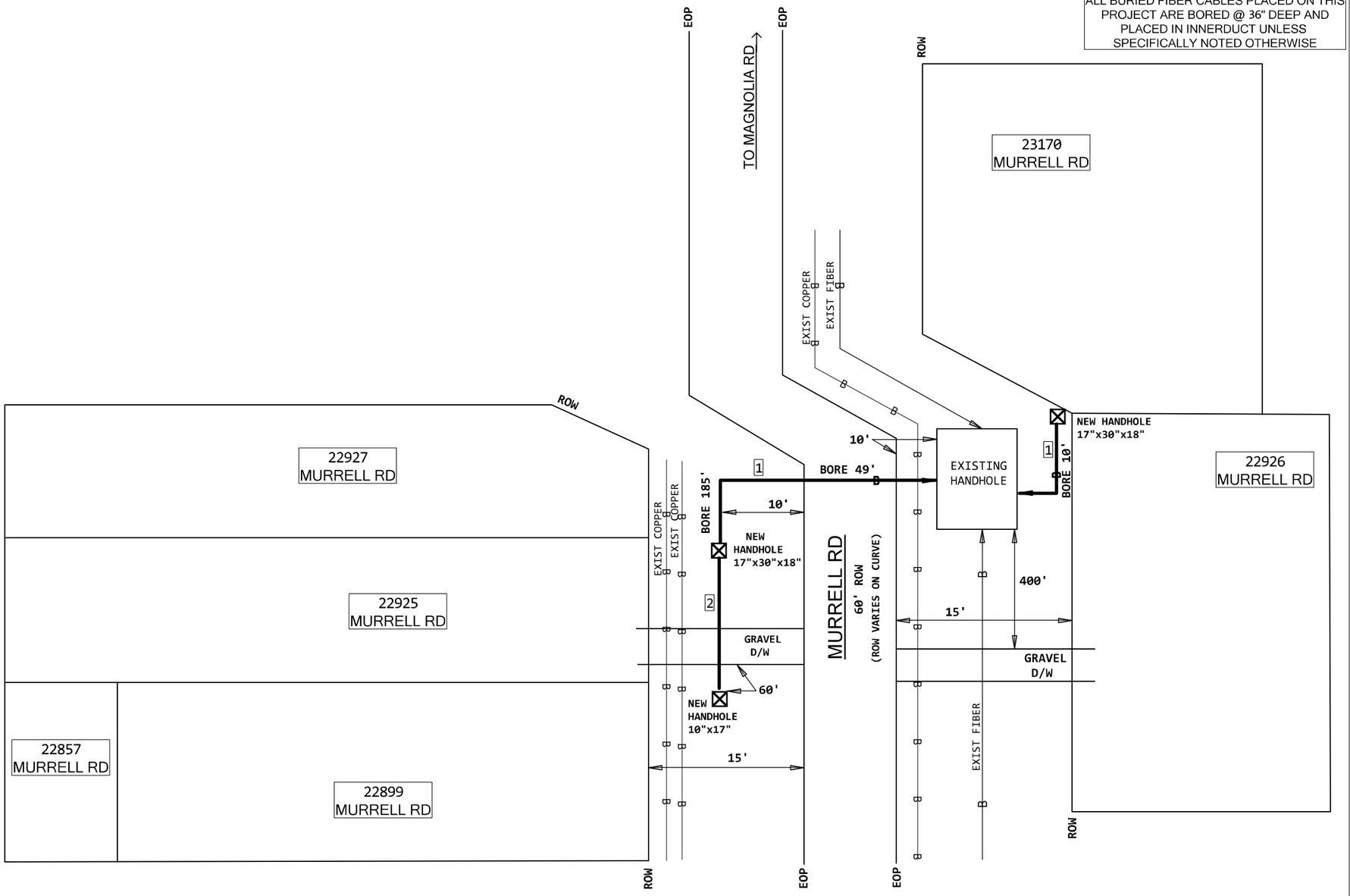
CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

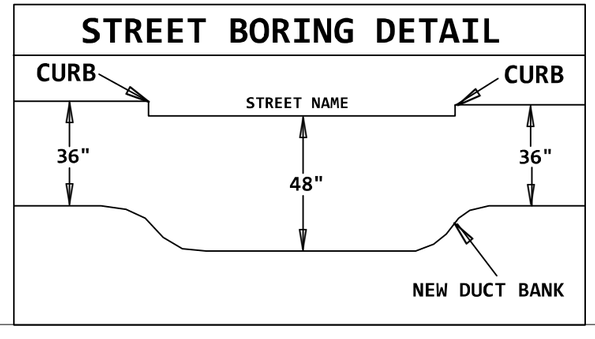
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 272'



STREET BORING DETAIL



WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 6 OF 13

WALLER COUNTY PERMIT PRINT

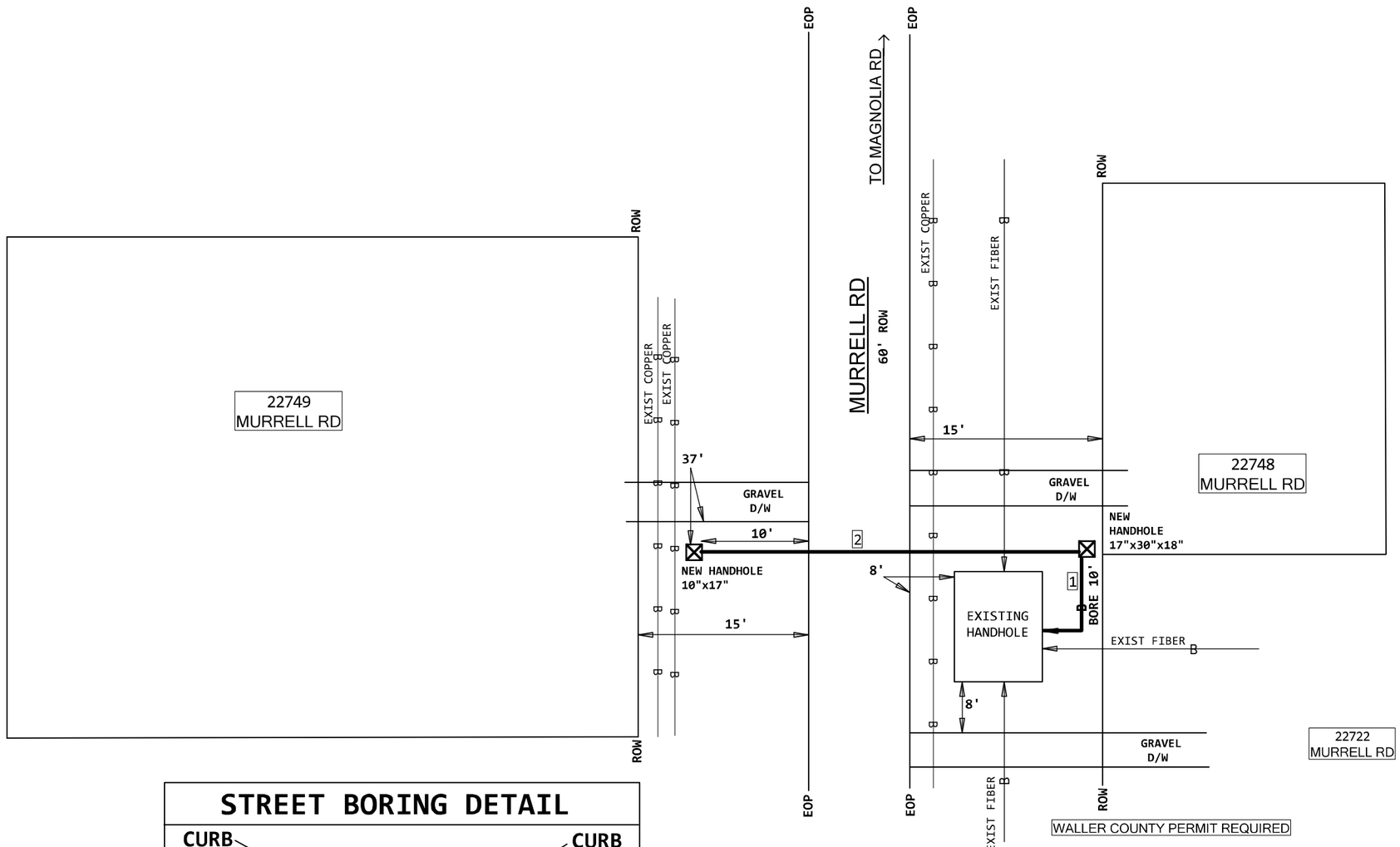
CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

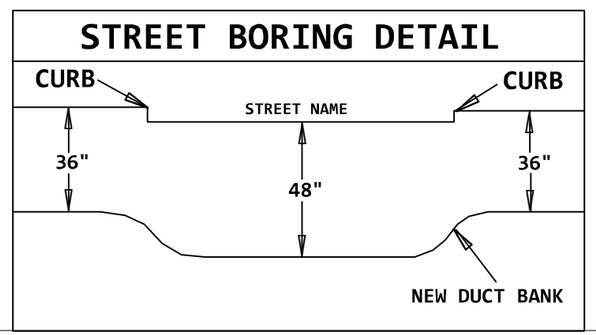
1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 45'



WALLER COUNTY PERMIT REQUIRED

STREET BORING DETAIL



PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 7 OF 13

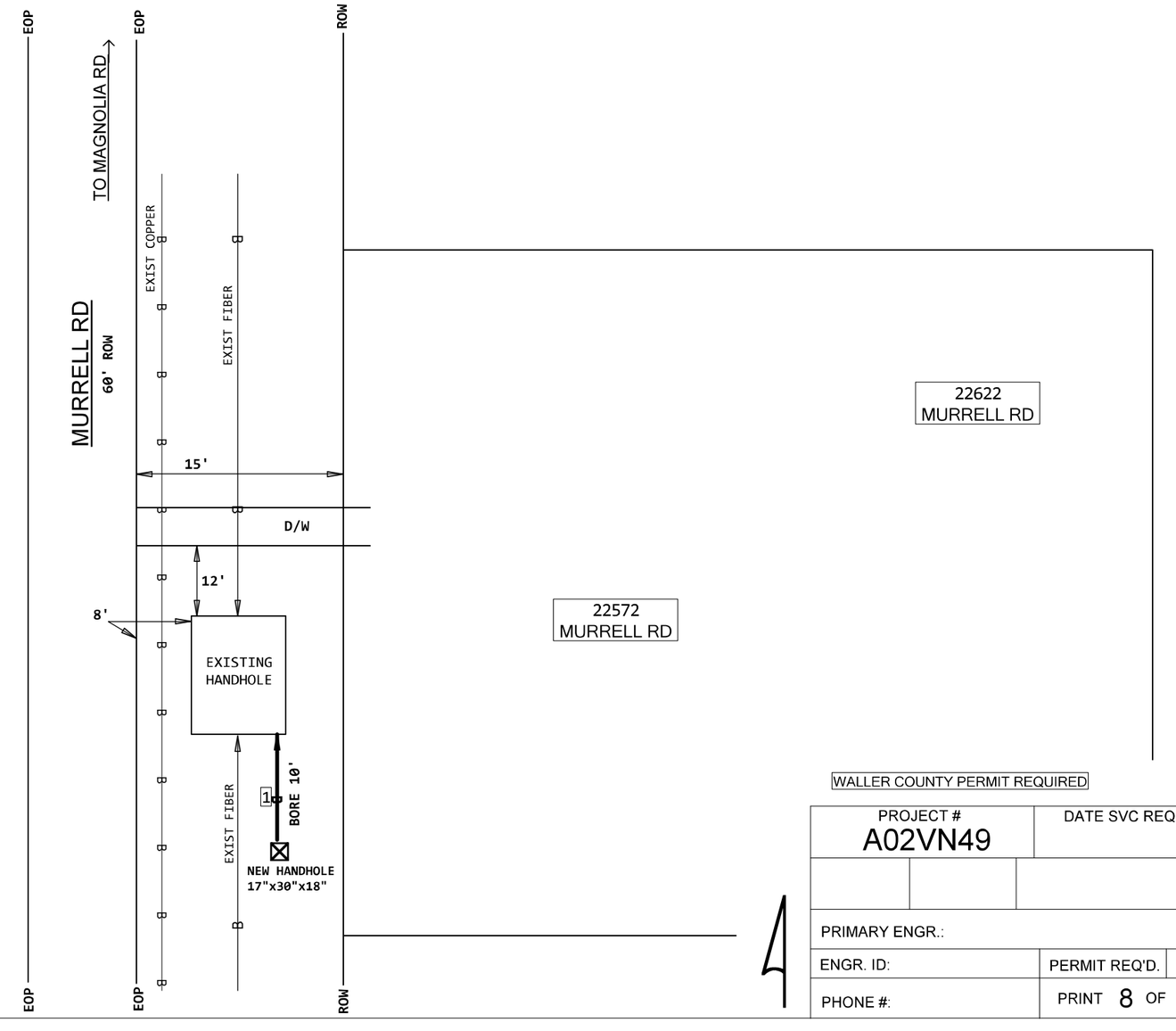
WALLER COUNTY PERMIT PRINT

CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS



WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 8 OF 13

WALLER COUNTY PERMIT PRINT

CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

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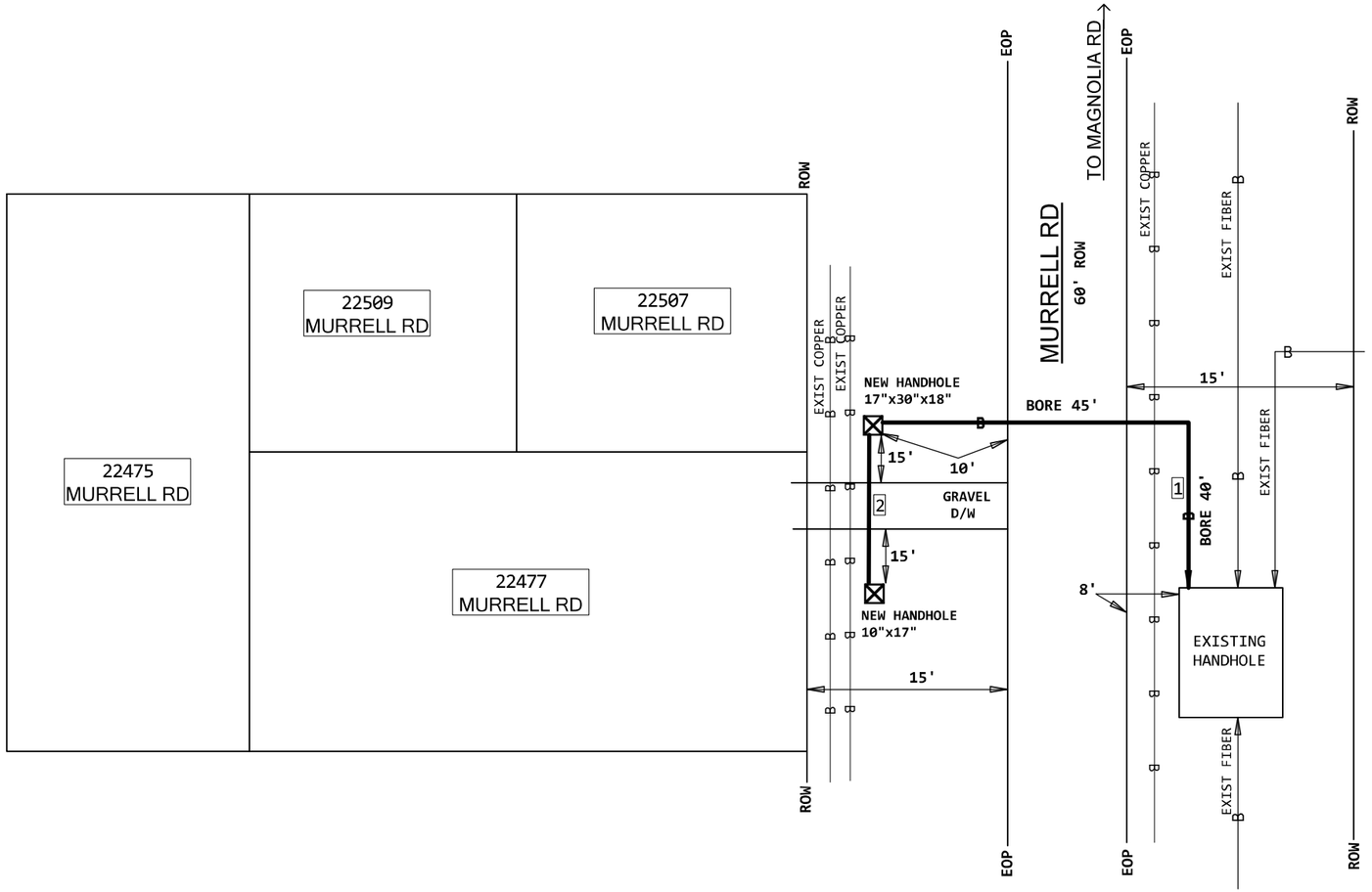
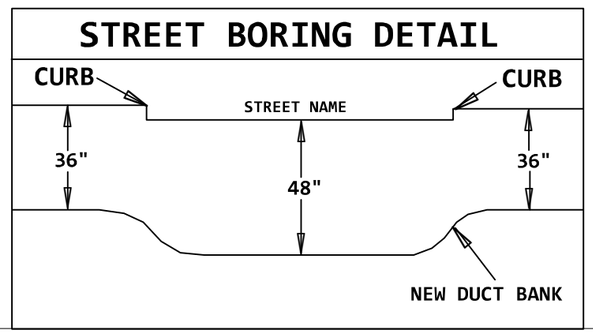
1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 63'



STREET BORING DETAIL



WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 9 OF 13

WALLER COUNTY PERMIT PRINT

CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

Item 19.

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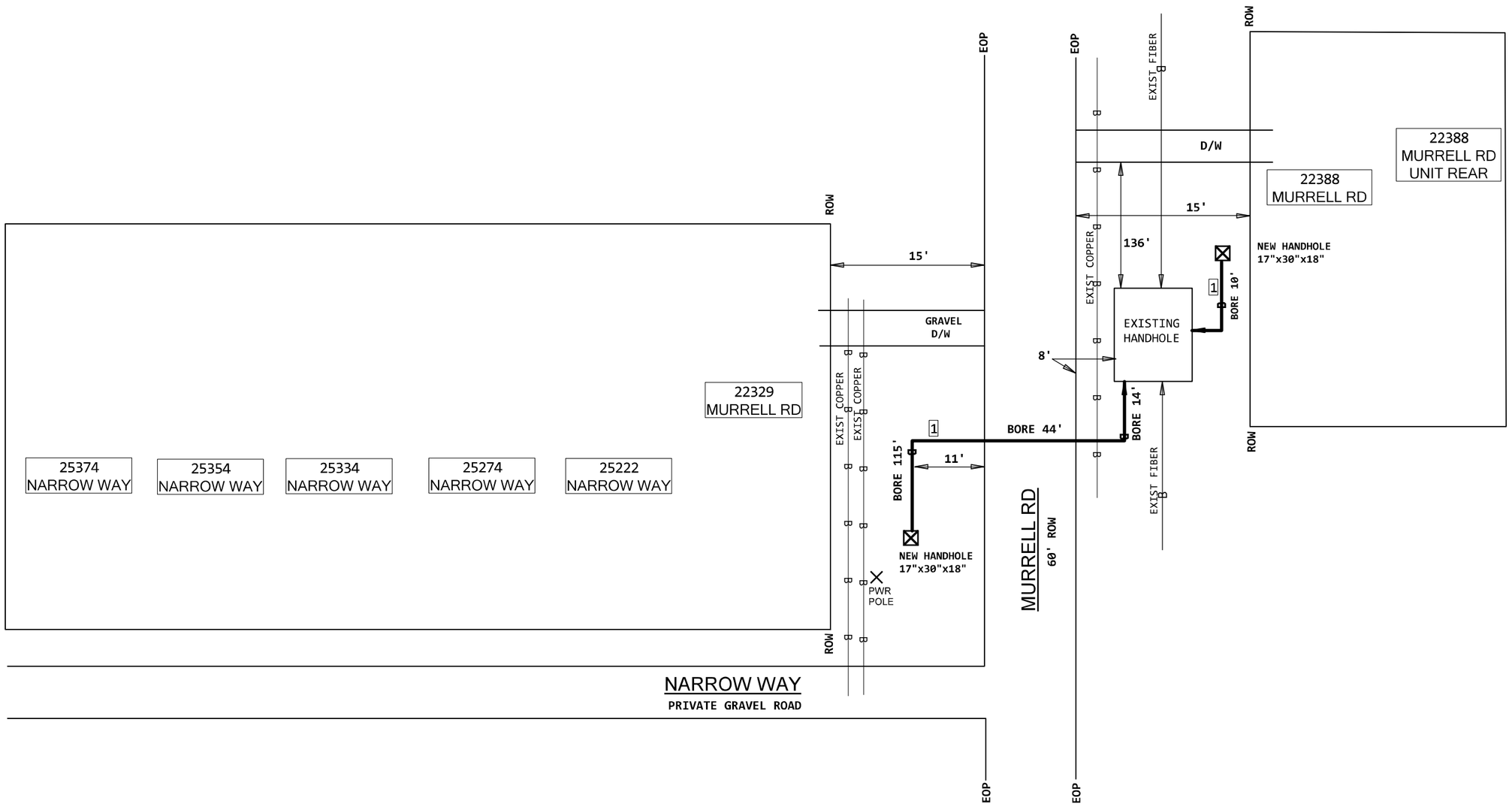
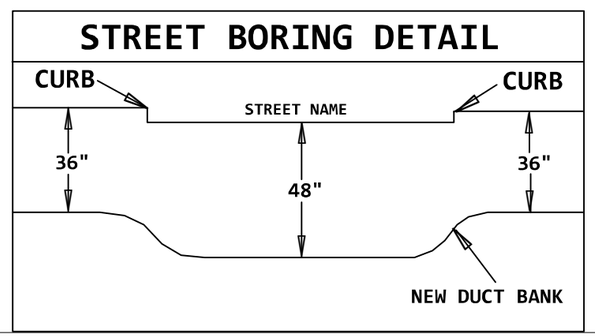
1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS



STREET BORING DETAIL



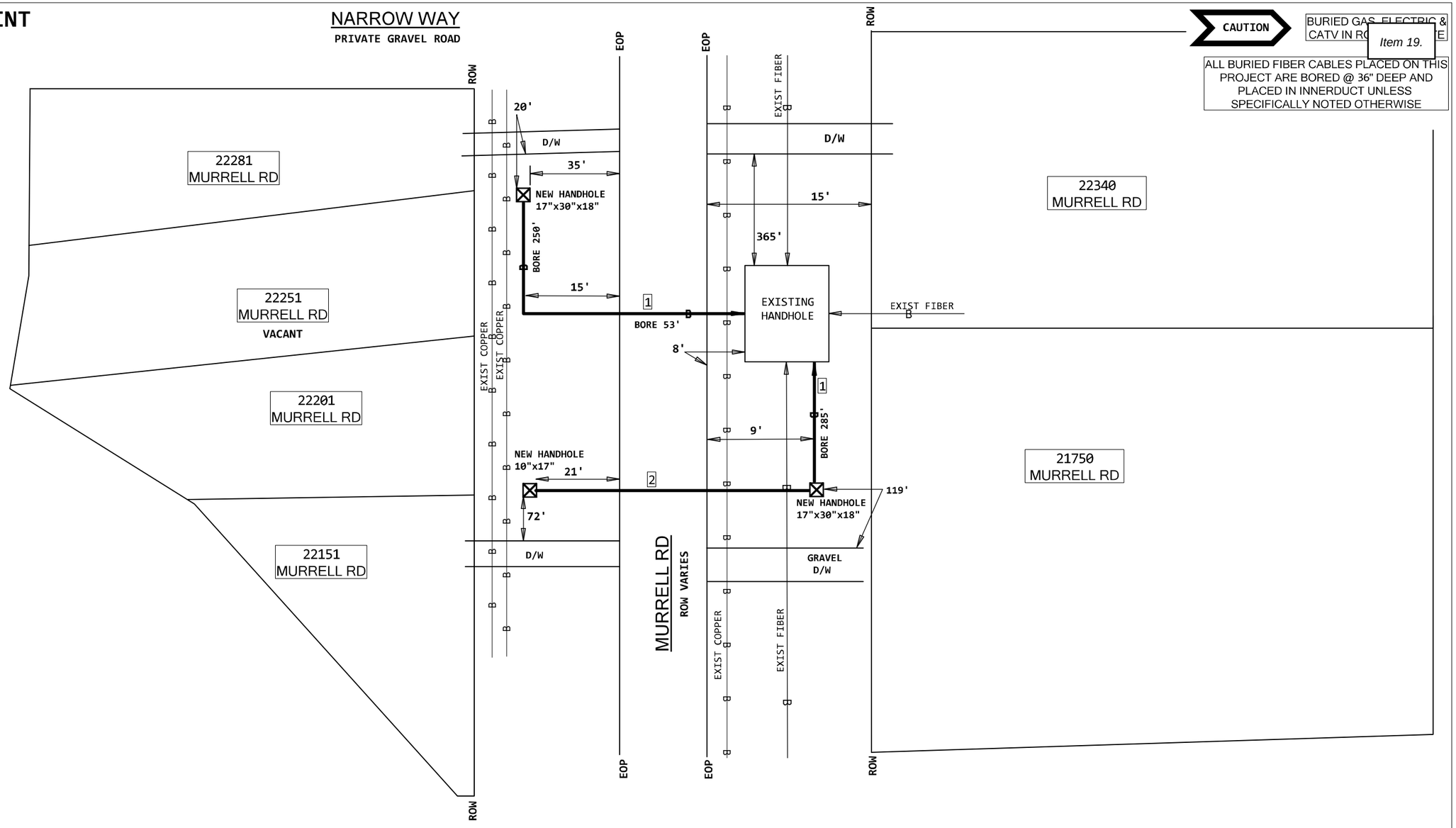
WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 10 OF 13

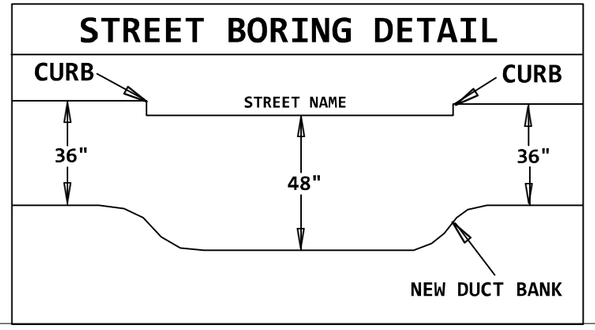
WALLER COUNTY PERMIT PRINT

1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 54'



STREET BORING DETAIL



WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 11 OF 13

WALLER COUNTY PERMIT PRINT

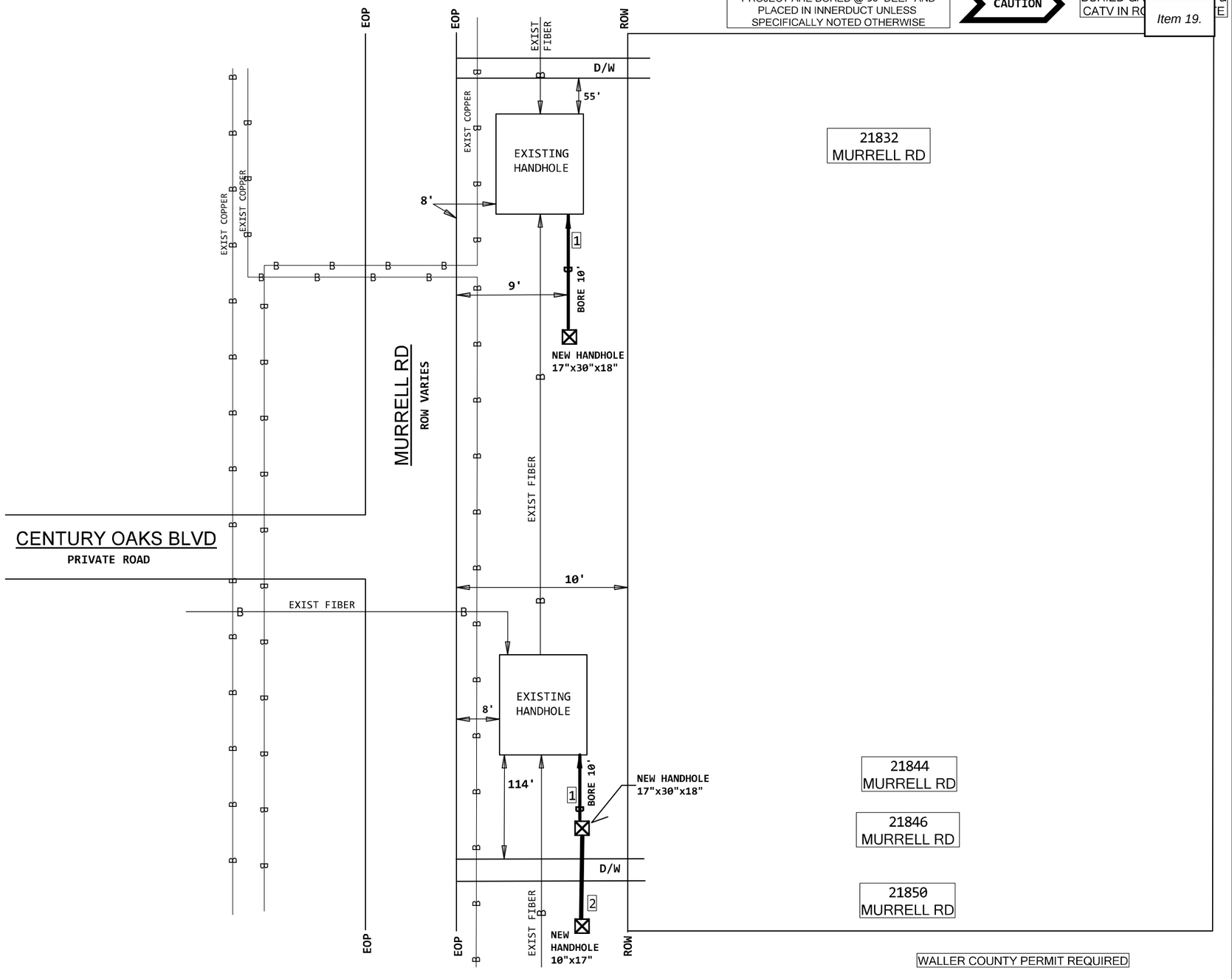
1 NEW PROPOSED 1.25" INNERDUCT WITH FIBER OPTICS

2 NEW PROPOSED 1.25" INNERDUCT 185'

ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE

CAUTION

BURIED GAS, ELECTRIC & CATV IN RO E

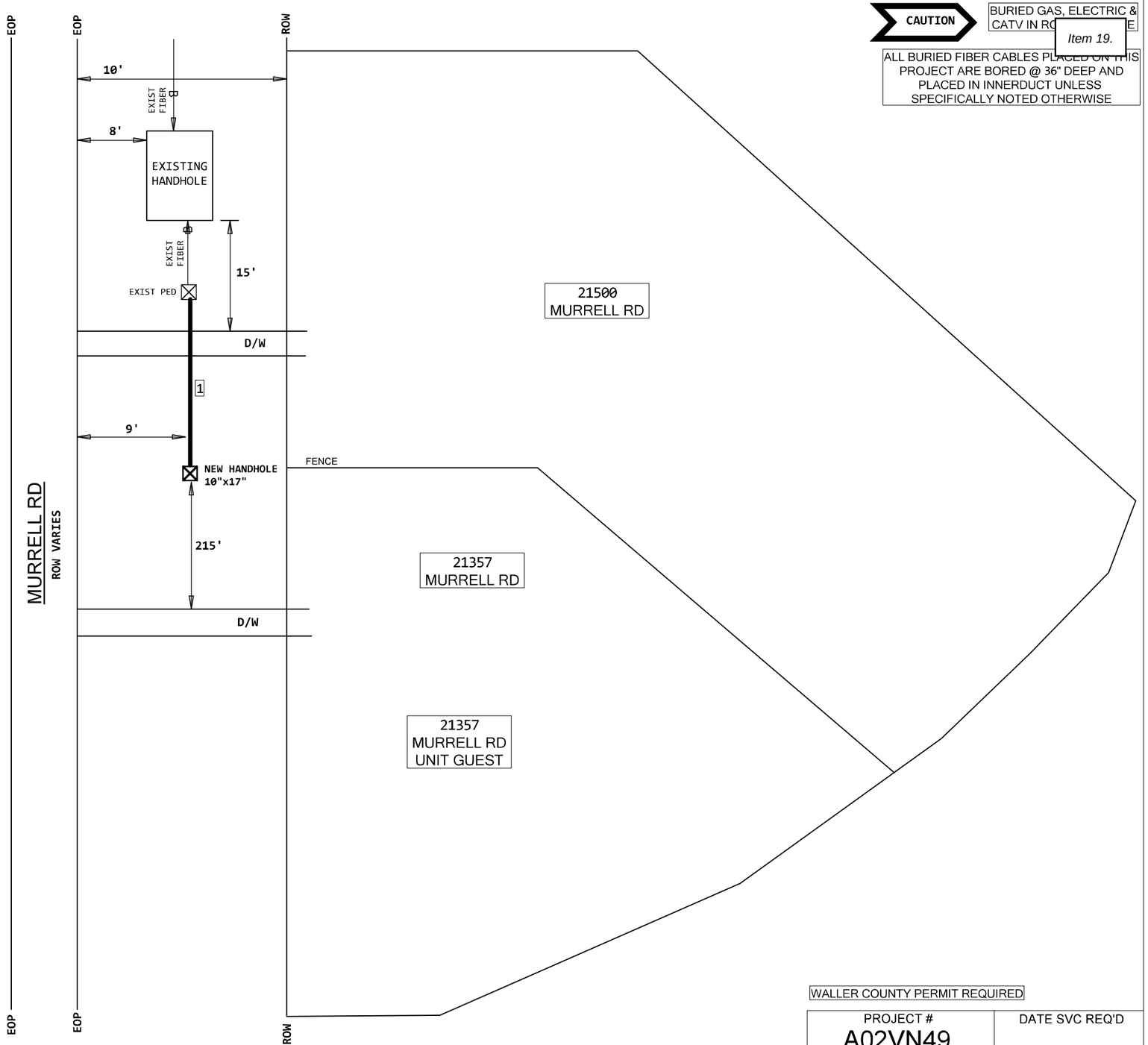


WALLER COUNTY PERMIT REQUIRED

PROJECT #	DATE SVC REQ'D
A02VN49	
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 12 OF 13

WALLER COUNTY PERMIT PRINT

1 NEW PROPOSED 1.25" INNERDUCT 280'



CAUTION

BURIED GAS, ELECTRIC & CATV IN RO... E

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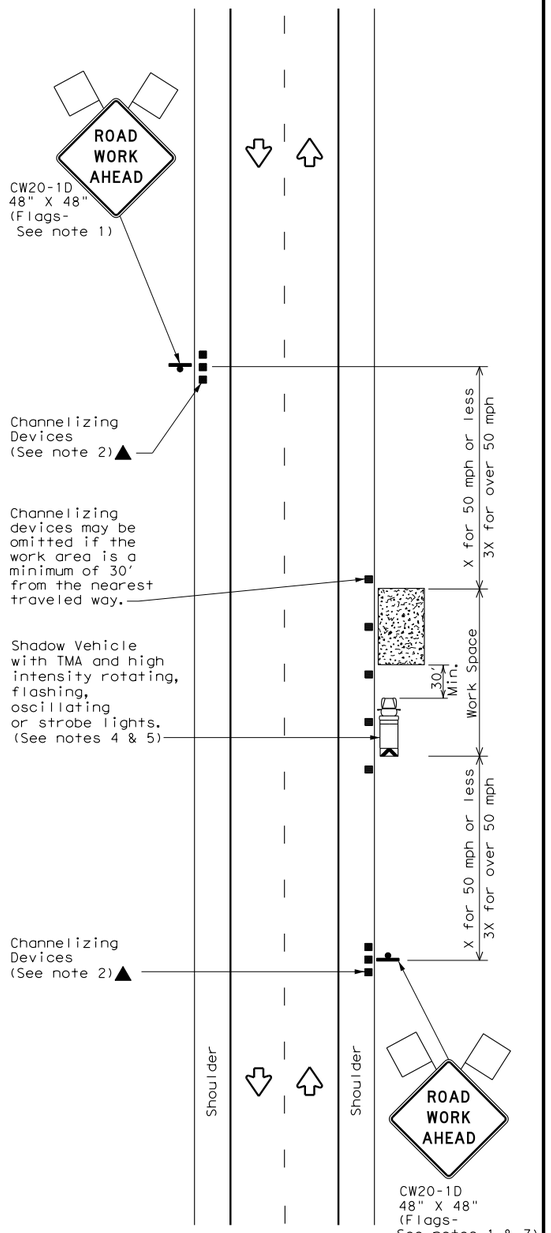
WALLER COUNTY PERMIT REQUIRED

PROJECT # A02VN49	DATE SVC REQ'D
PRIMARY ENGR.:	
ENGR. ID:	PERMIT REQ'D. Y
PHONE #:	PRINT 13 OF 13

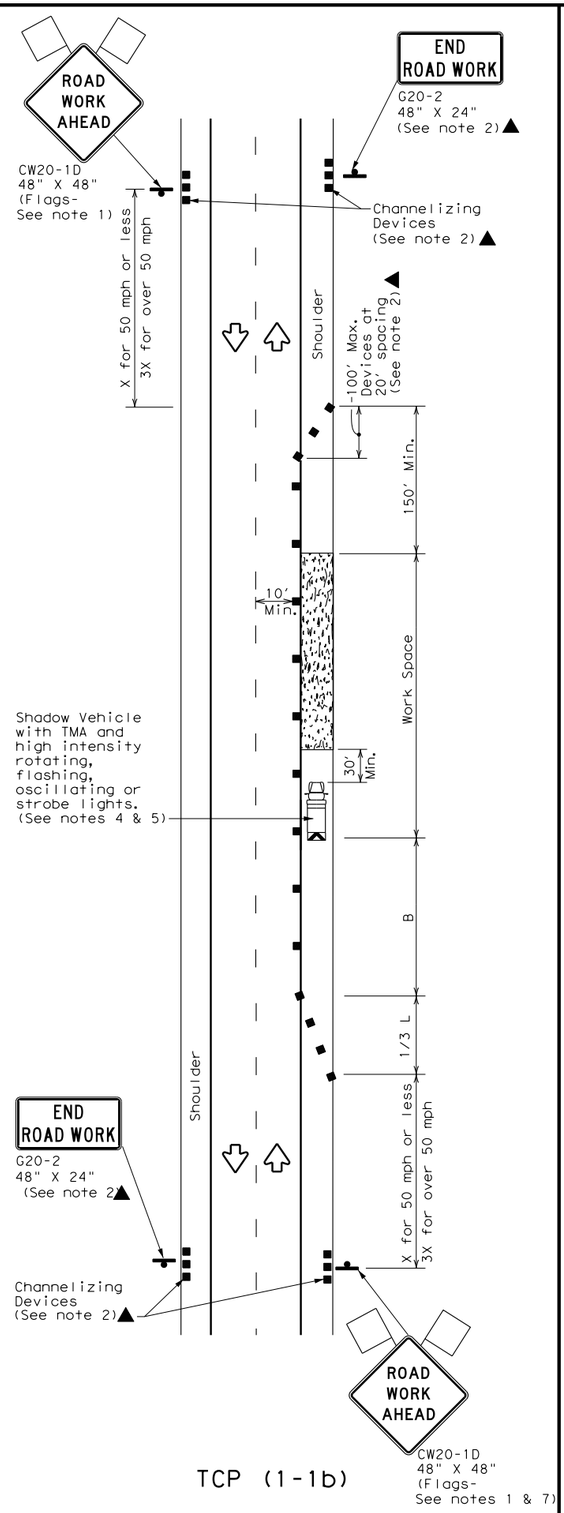
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



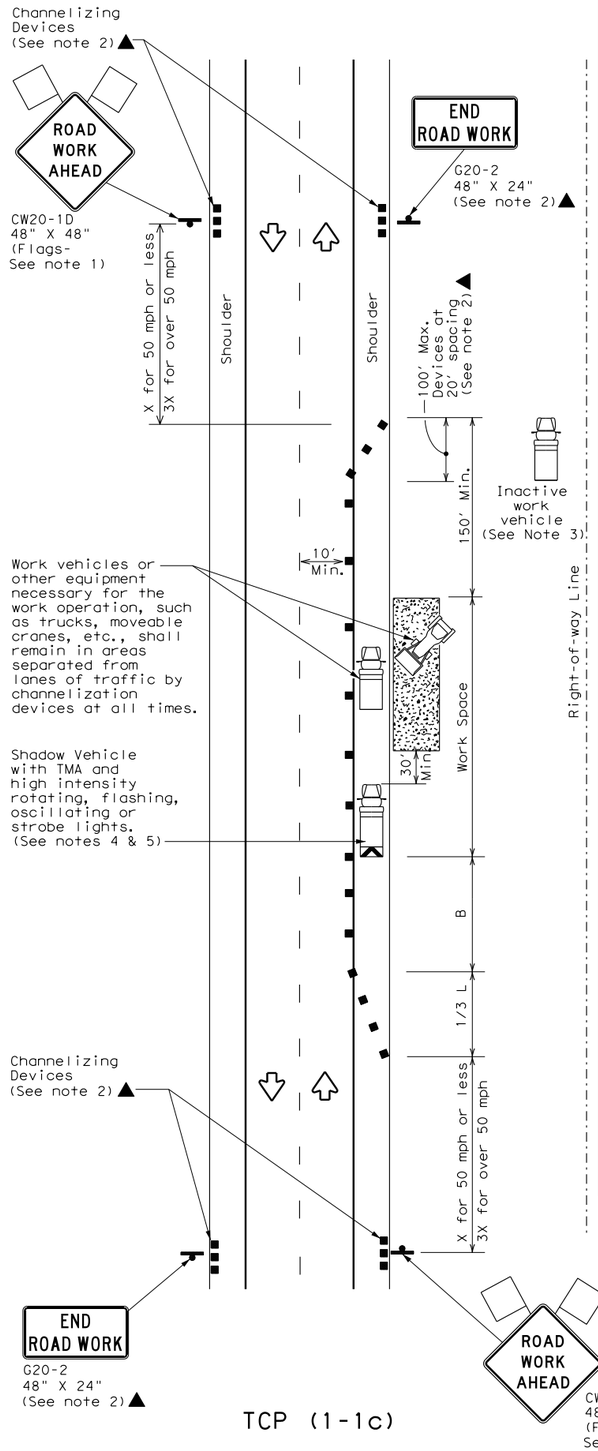
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

151

Item 19.

24.UP.040

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that AT&T (utility contractor) proposes to place a TELEPHONE LINE within the right-of-way of PENICK RD, BOGIE LN & BAETHE RD (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

The TELEPHONE LINE will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 23RD day of SEPTEMBER, 20 24.

Firm: CABLETEX

By: TROY HART

Signature: T. HART

Title: LEAD SUPERVISOR

Address: 23603 W FERNHURST DR - SUITE 2105
PARK ROW, TX 77494

Phone: 713-230-8366

Email: TROY.HART@CABLETEX.NET

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

9-17-24
Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RJPG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 3
R&B Inspector: ROBERT J. P. GOODSPEED

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Penick Rd**
BogieLn
Baethe Rd

DATE: **09/19/2024**

To: Cabletex
[AT&T Communications]
23603 W Fernhurst Dr, Suite 2105
Park Row, TX 77494
Permit # 24.UP.040

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **09/23/2024** is approved.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____
Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner _____, duly seconded by Commissioner _____, that the above and foregoing request be and the same is hereby approved, with _____ members present voting in favor and _____ members present voting opposed. The County Engineer is authorized to comply with the above requests.

_____
Date

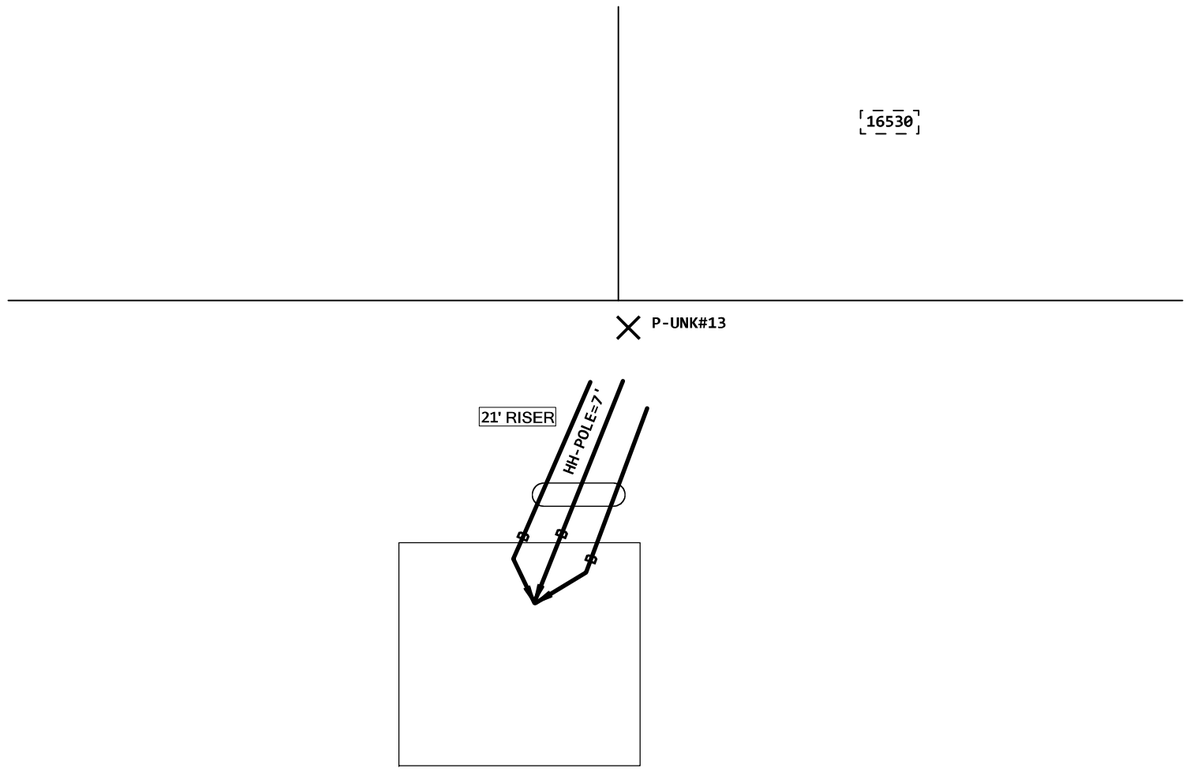
_____
Debbie Hollan, County Clerk

_____
Deputy

THE STATE OF TEXAS
WALLER COUNTY

4

A02VSTG
DA 2021PB



CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 3	

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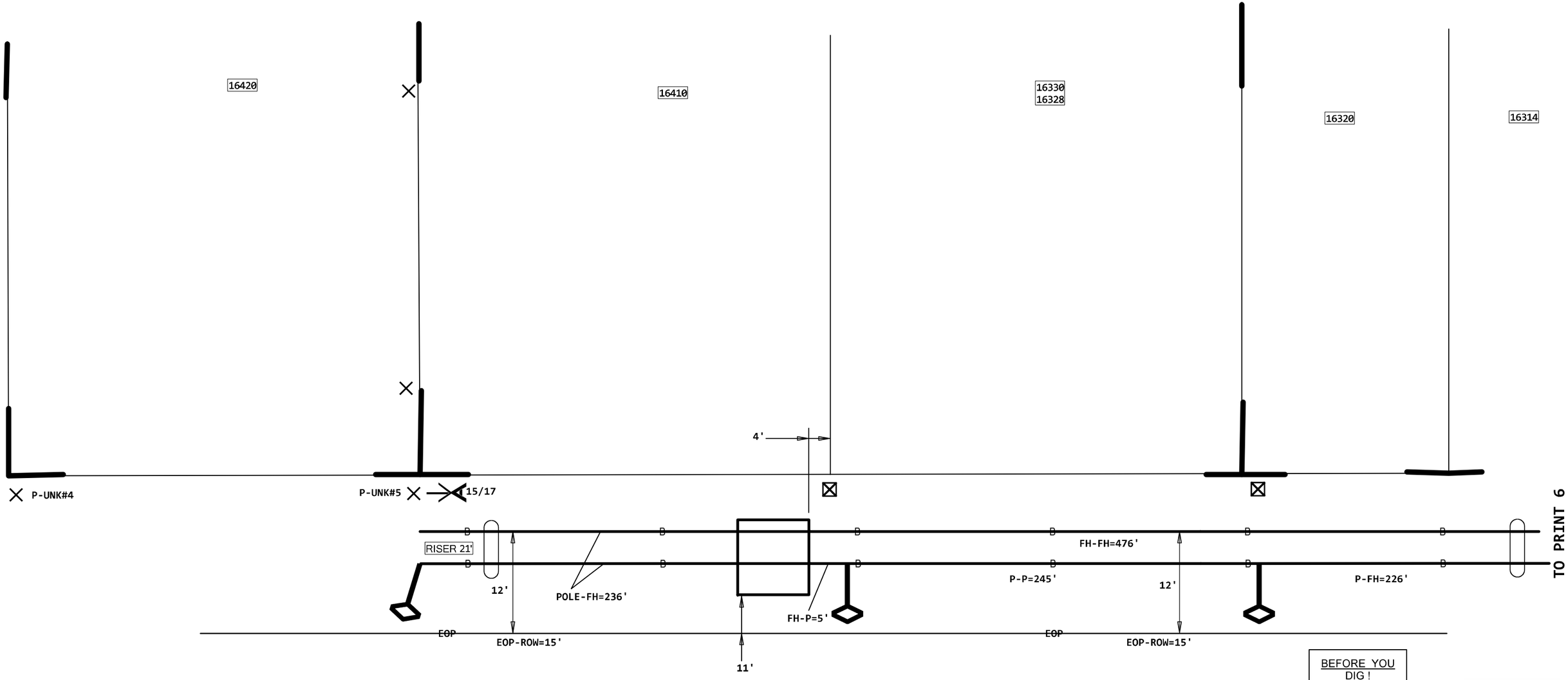

BEFORE YOU DIG ! 2 Days Prior Call 811

WALLER COUNTY PERMIT REQUIRED SEE PERMIT #0001

← TO BETKA RD

TO BAETHE RD →

PENICK RD

CONSTRUCTION NOTE:
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PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 5	

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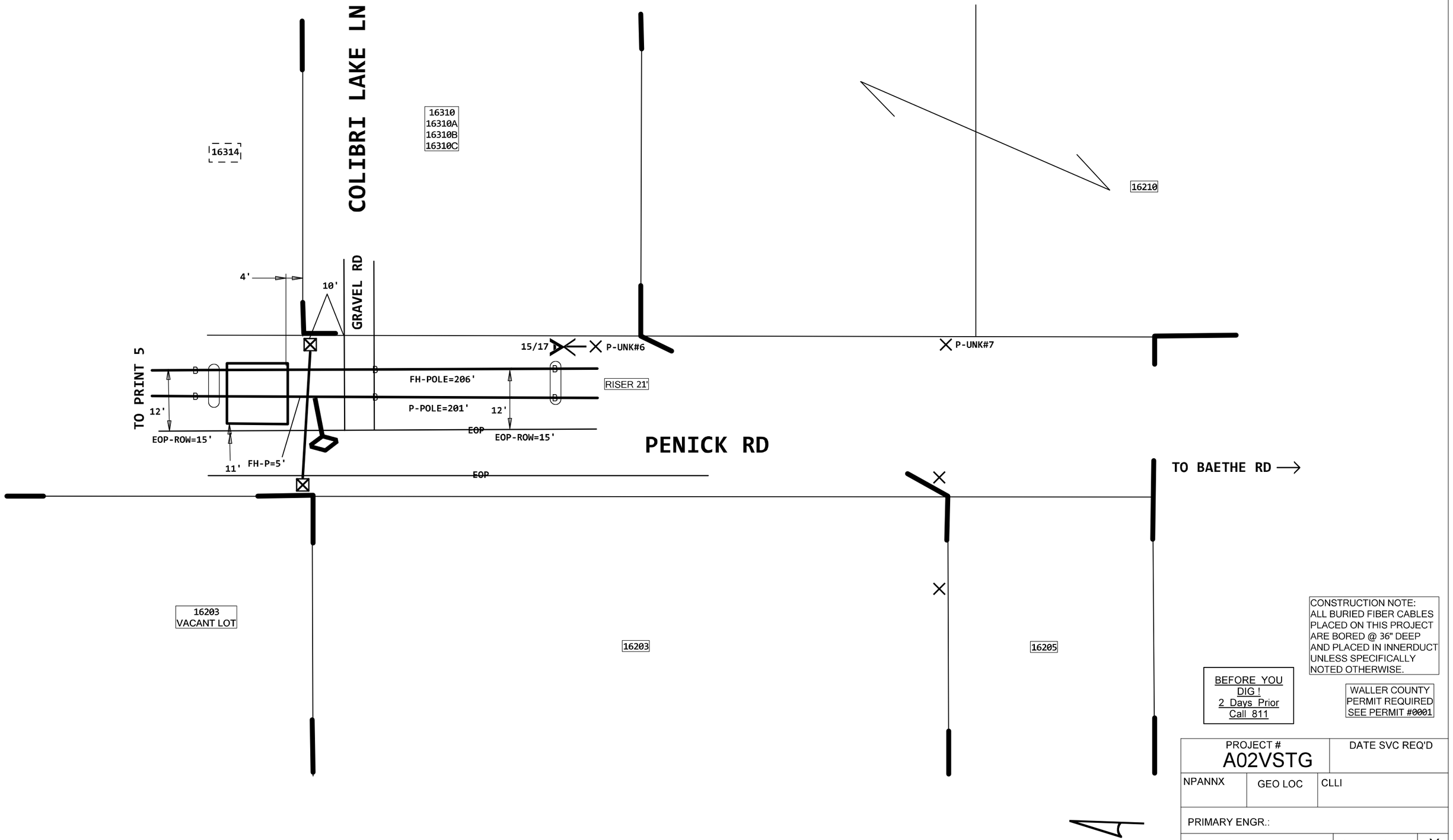


CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 6	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

16210

16290

16004

P-UNK#8

P-UNK#9

P-UNK#10

P-UNK#11

P-UNK#12

15/18

EOP

PENICK RD

TO PRINT 8

RISER 21'

B

B

B

B

12'

POLE-P=301'

POLE-PI=301'

EOP

EOP-ROW=15'

PENICK RD

BAETHE RD

16207

16007
SBU/RES

16003

32284

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 7	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

PENICK RD

TO PRINT 7

BAETHE RD

PENICK RD

TO PRINT 16

TO PRINT 9

14'

EOP-ROW=17'

EOP

EOP-ROW=25'

EOP

20'

P-PI=262'

P-P=346'

P-PI=261'

PI-FH-62'

10'

32102

32078
VAC

32026

32022
VAC

32014
VAC

32010
VAC

32006
VAC

32002
VAC

PENICK RD

SANDWEDGE DR

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 8	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

15828 KINGDOM OAKS LN

15826 KINGDOM OAKS LN

16218 KINGDOM OAKS LN
16220 KINGDOM OAKS LN
15957 KINGDOM OAKS LN

VACANT LOT (SBU)

15876
VACANT LOT (SBU)

KINGDOM OAKS LN (PVT)

15830 PENIICK RD

PI-FH=354'

FH-P=5'

P-PI=73'

20'

EOP

EOP-ROW=25'

EOP

55'

19'

DWY

12

24'

9'

GRAVEL DWY

PENICK RD

TO PRINT 8

TO BAETHE RD

TO SANDWEDGE DR ⟶

P-FH=228'

PI-FH=70'

TO PRINT 10

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

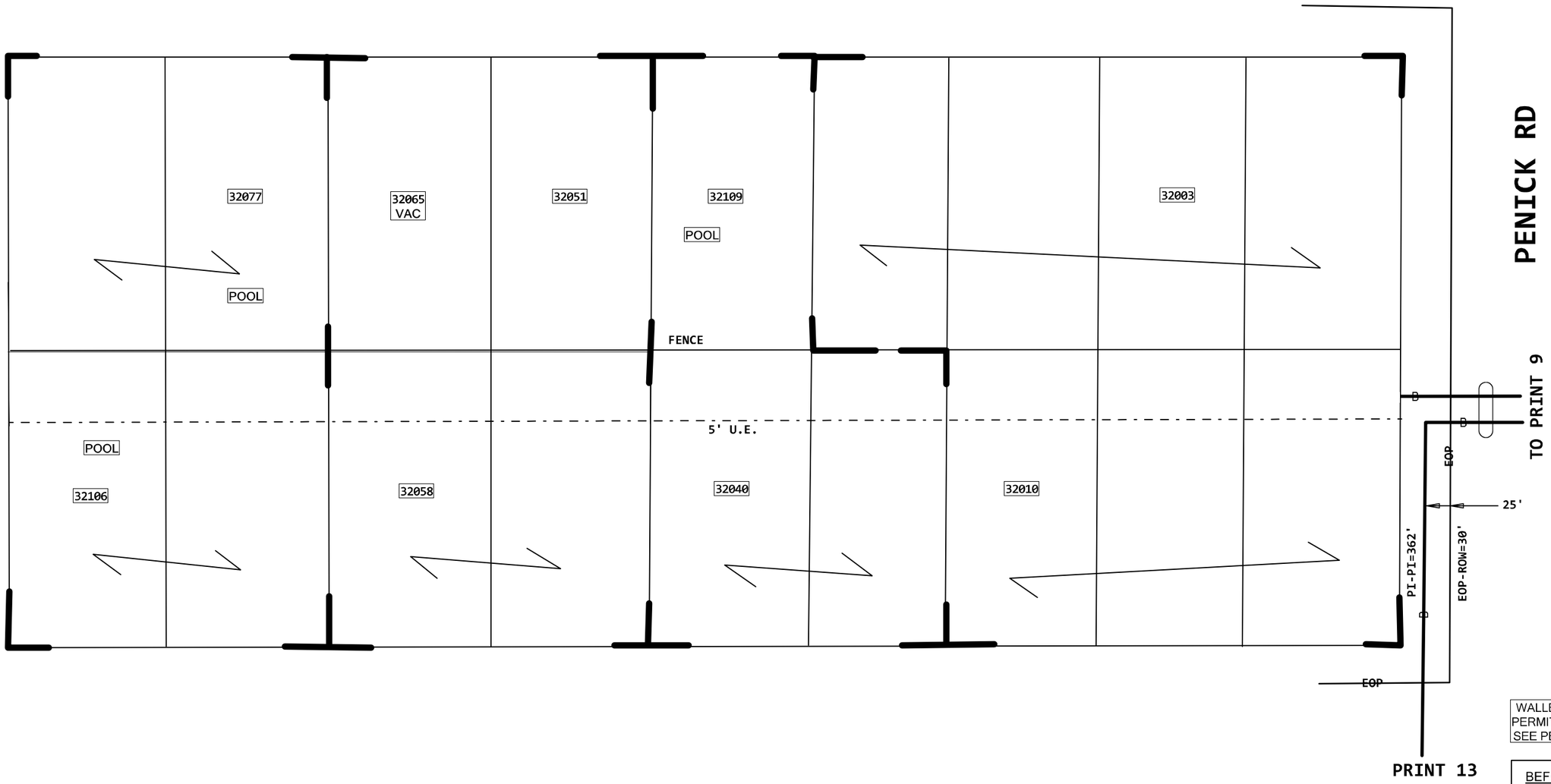
BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES
PLACED ON THIS PROJECT
ARE BORED @ 36" DEEP
AND PLACED IN INNERDUCT
UNLESS SPECIFICALLY
NOTED OTHERWISE.

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 9	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

SANDWEDGE DR



DIVOT DR

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

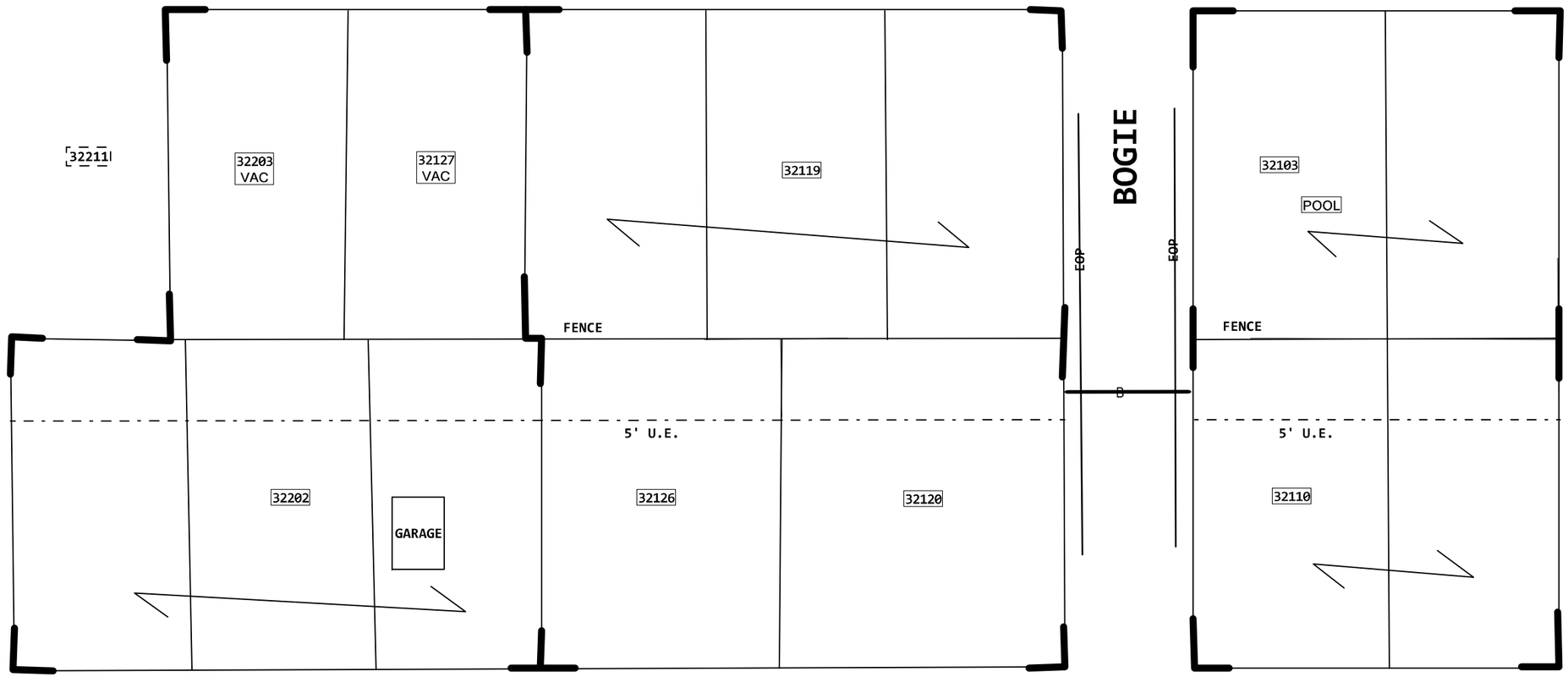
BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 10	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

SANDWEDGE DR



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

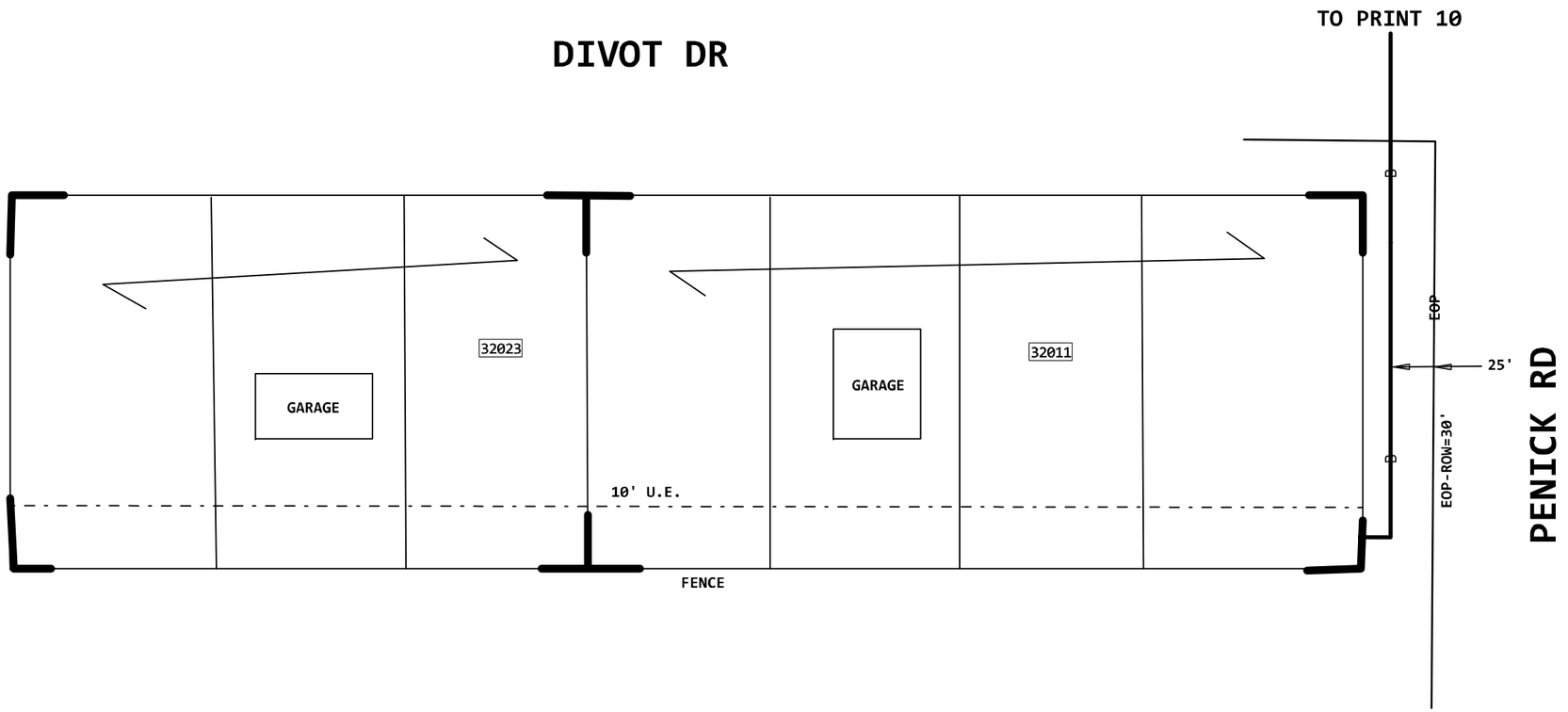
CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

DIVOT DR

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 11	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



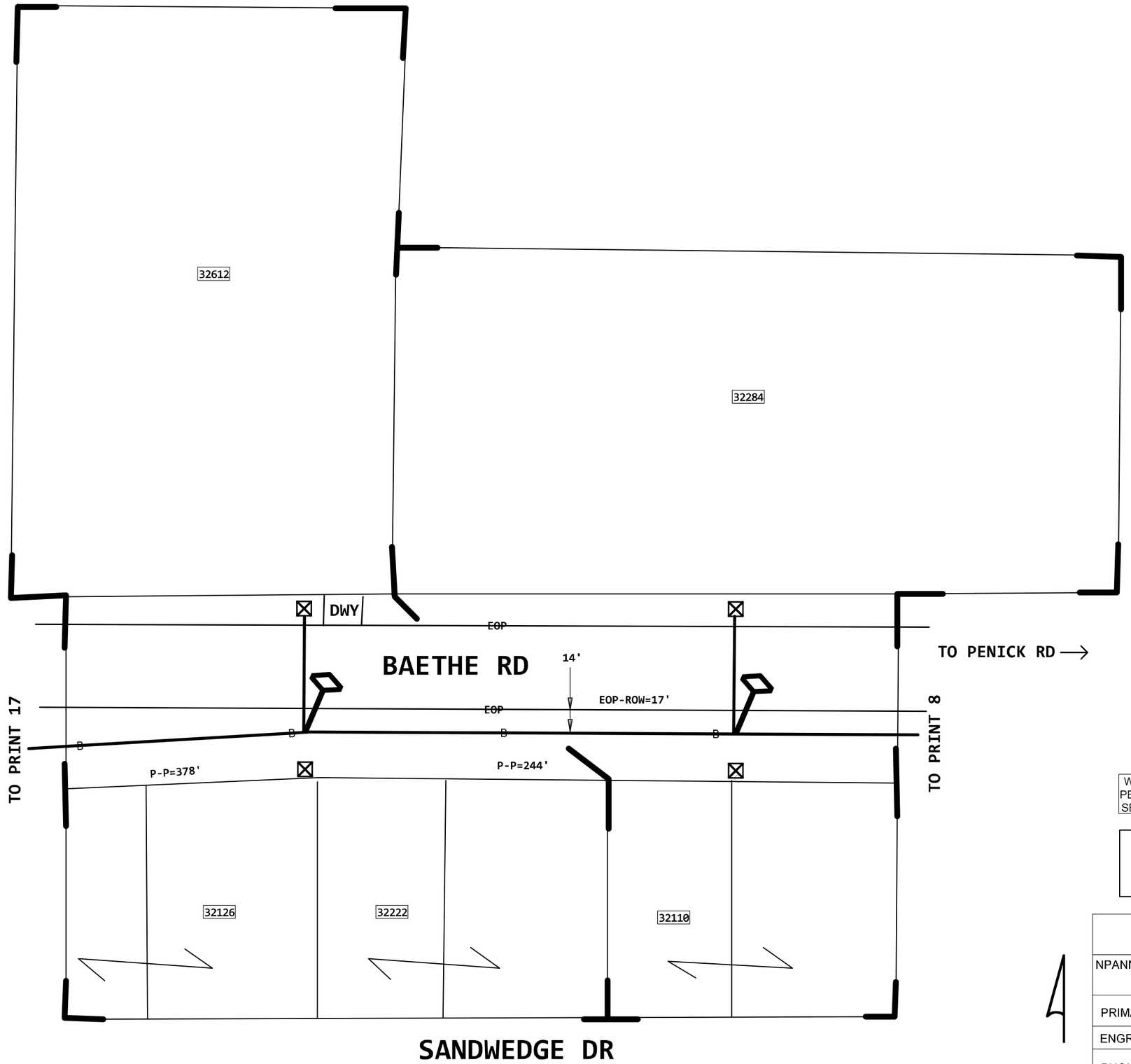
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 13	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



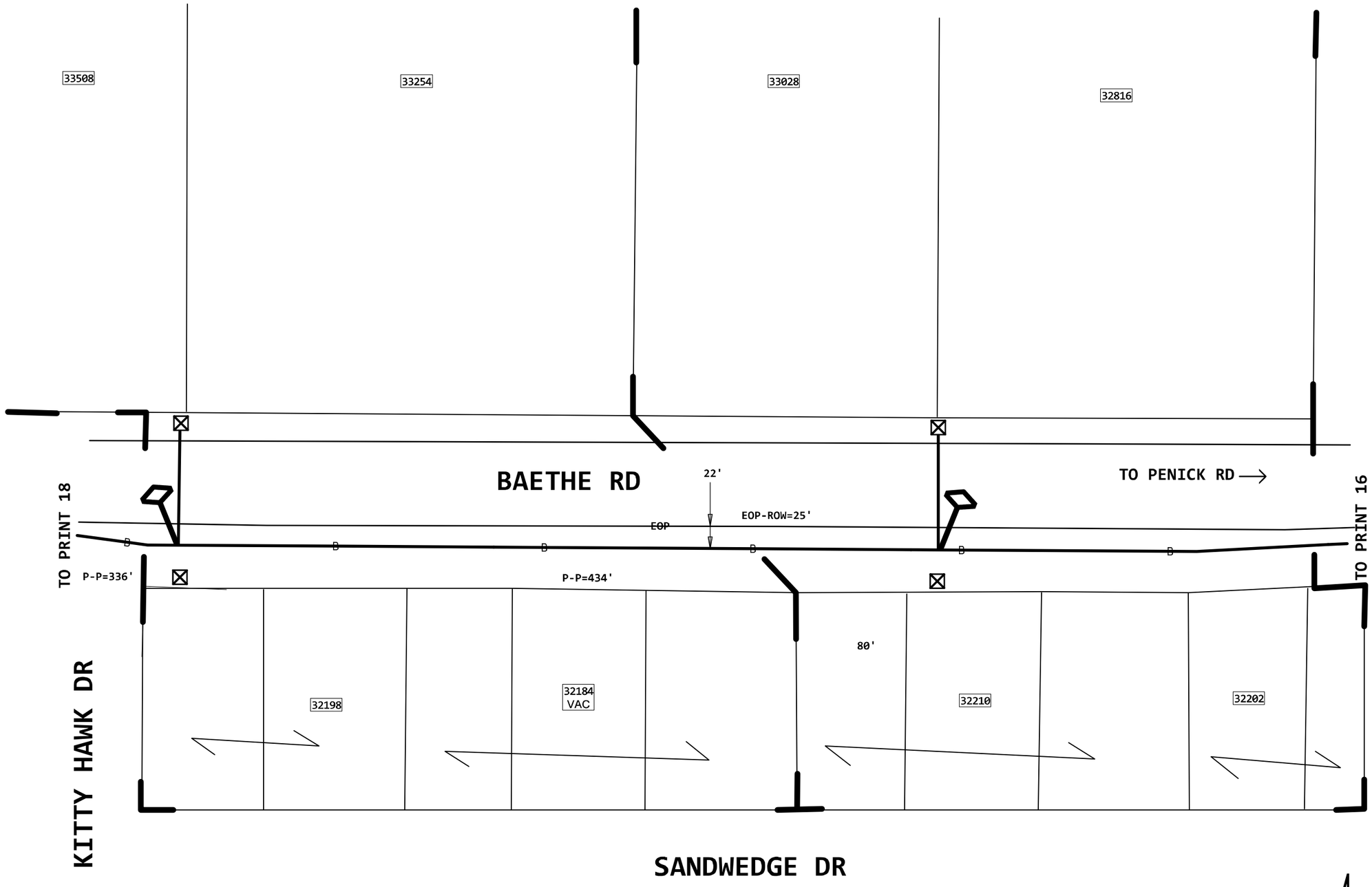
WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES
PLACED ON THIS PROJECT
ARE BORED @ 36" DEEP
AND PLACED IN INNERDUCT
UNLESS SPECIFICALLY
NOTED OTHERWISE.

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 16	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

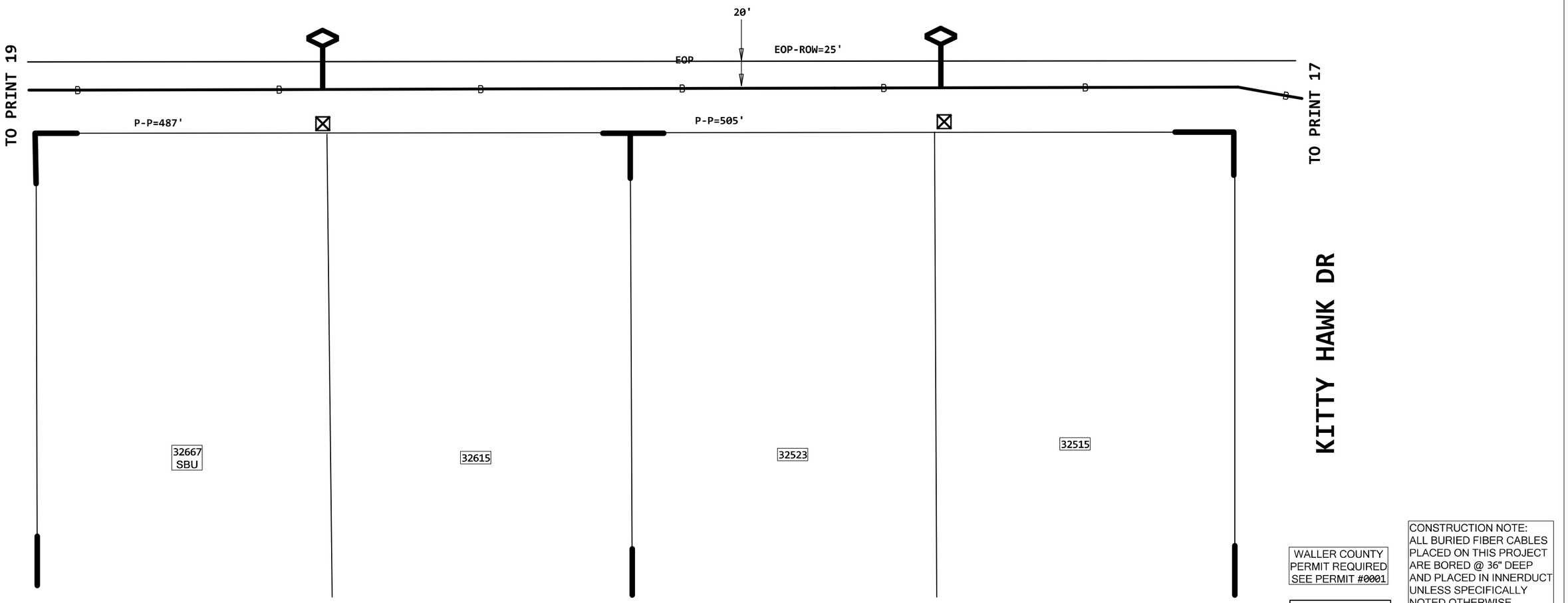
BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 17	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

BAETHE RD



WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES PLACED ON THIS PROJECT ARE BORED @ 36" DEEP AND PLACED IN INNERDUCT UNLESS SPECIFICALLY NOTED OTHERWISE.

BEFORE YOU DIG !
2 Days Prior
Call 811

PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 18	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

TO KITTY HAWK DR ⟶

BAETHE RD

EOP | EOP-ROW=25' | 20' | B | B | B | EOP-ROW=25' | 20' | B | EOP

TO PRINT 18

P-FH=243'

FM 362 RD

32903
VACANT LOT (RES)

33025

32767

WALLER COUNTY
PERMIT REQUIRED
SEE PERMIT #0001

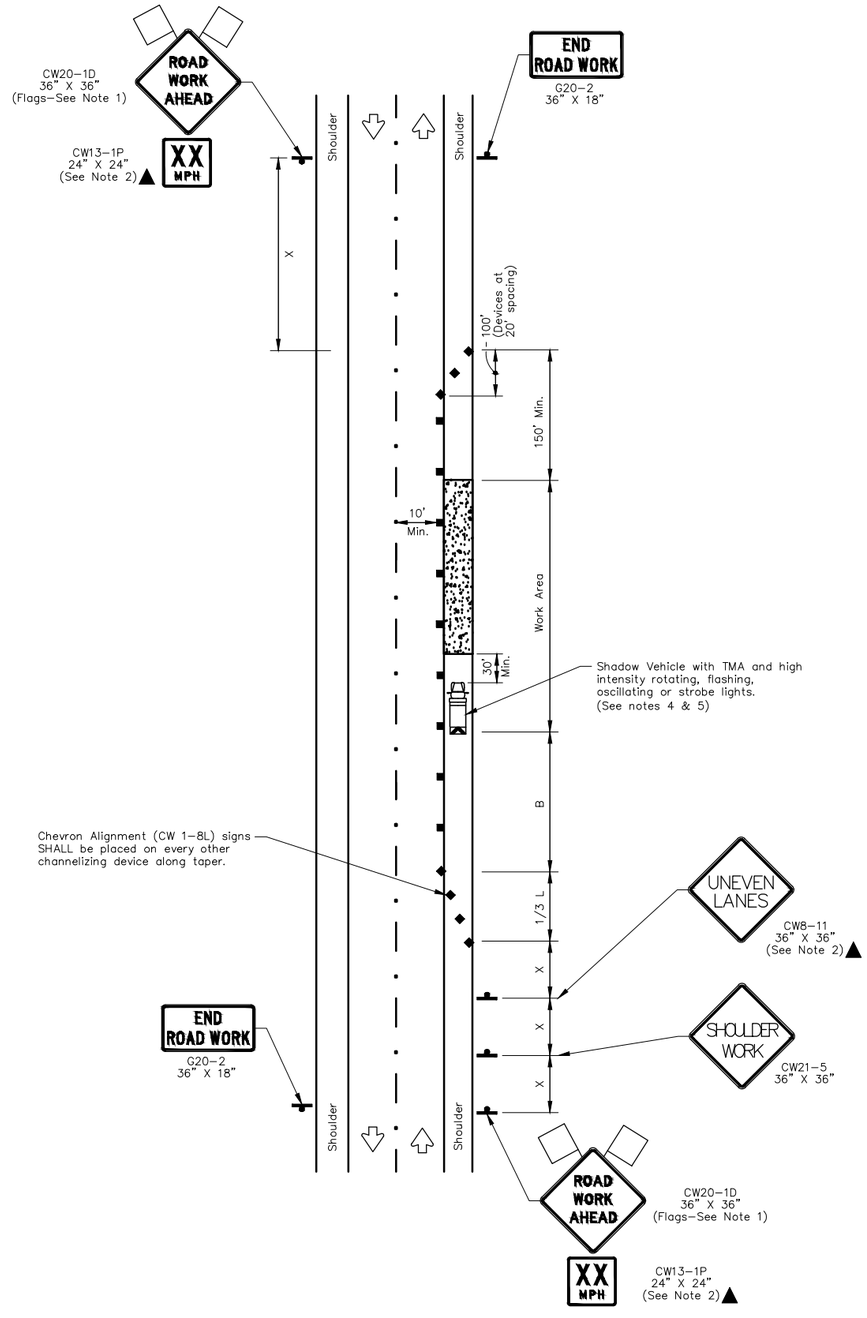
BEFORE YOU
DIG !
2 Days Prior
Call 811

CONSTRUCTION NOTE:
ALL BURIED FIBER CABLES
PLACED ON THIS PROJECT
ARE BORED @ 36" DEEP
AND PLACED IN INNERDUCT
UNLESS SPECIFICALLY
NOTED OTHERWISE.

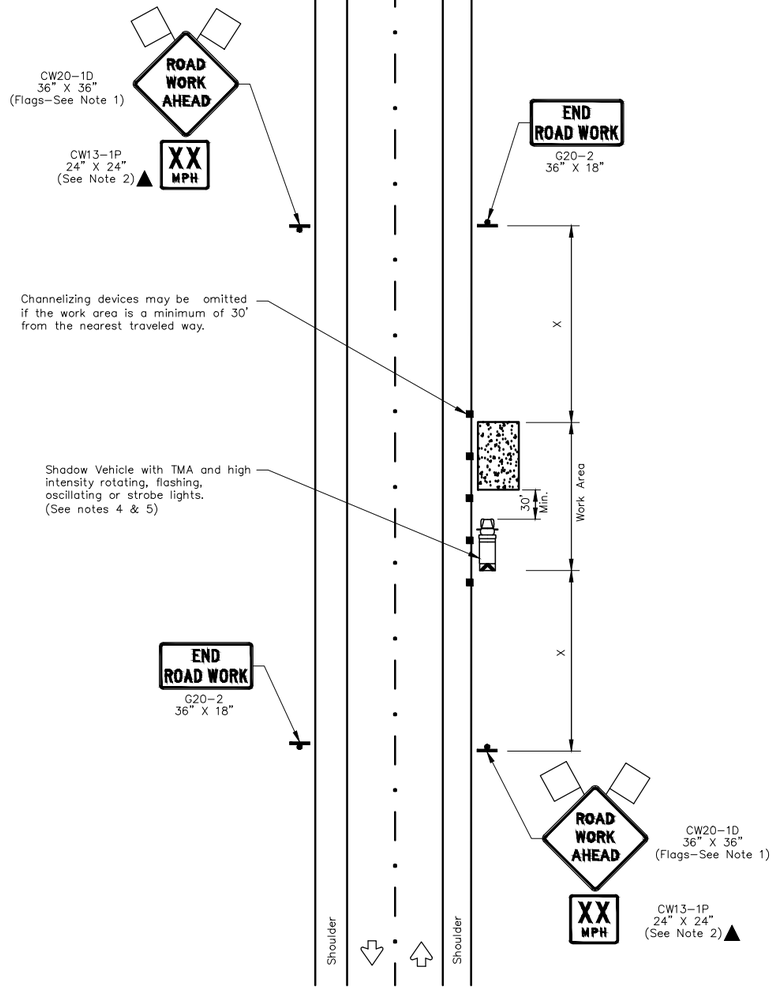
PROJECT # A02VSTG		DATE SVC REQ'D
NPANNX	GEO LOC	CLLI
PRIMARY ENGR.:		
ENGR. ID:	PERMIT REQ'D.	Y
PHONE #:	PRINT 19	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

J:\Engineering Specs\Harris County Standard Traffic Drawings-Master file\8-18-2017 STANDARD TRAFFIC DRAWINGS\5-TRAFFIC CONTROL PLAN\TCP-SW.dwg



WORK SPACE ON SHOULDER



WORK SPACE NEAR SHOULDER

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
PENICK RD	45	450	45	90	320	195
BOGIE LN	30	150	30	60	120	90
BAETHE RD	45	450	45	90	320	195

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths "L" ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

1. Flags attached to signs where shown are OPTIONAL.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol are OPTIONAL.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. Contractor shall provide and install traffic control devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD – Latest edition with revisions) during construction.
7. No lanes shall be blocked during construction.
8. If project is within 400 feet from a signalized intersection, the Contractor shall contact Harris County Engineering Department, Traffic Signal Maintenance at (713) 881-3210 five (5) days prior to the start of construction.

NO.	REVISIONS	DATE	NAME
1			
2			
3			
4			
5			

HARRIS COUNTY ENGINEERING DEPARTMENT

FOR INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE:
NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

ENGINEER: NAME
P.E. SERIAL No. NUMBER
DATE: / /

PROJECT TITLE:

SHEET DESCRIPTION: TRAFFIC CONTROL PLAN (SHOULDER WORK)

TRAFFIC STANDARD: TCP-SW

DRAWN BY: BSH

CK'D BY: BSH

DATE: 8/18/17

SCALE: NONE

SHEET NO: /

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

September 9, 2024

Travis W Miller, PE
Jones Carter, Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
832-913-4000

Re: Waller County Maintained Road Acceptance Letter
Bartlett Road Segment 1 & 2

To Whom It May Concern,

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

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

If you have any questions, please let me know.

Sincerely,

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

Sunterra Bartlett Road Segment No. 1 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Costs*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page	Subdivision	Date	Instrument No.	
Bartlett Road Segment No. 1	3	Key Map 443C&G	5364.3	1.015	100'	8" conc. Pave.	50'	4/5/2022			Freeman Ranch	7/14/2021	2108104	$2,628,737
											Sunterra			

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

September 9, 2024

Travis W Miller, PE
Jones Carter, Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
832-913-4000

Re: Waller County Maintained Road Acceptance Letter
Sunterra Section 20

To Whom It May Concern,

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

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

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 20 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*COSTS*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Terra Rose Drive	3	Key Map 444A	1136	0.215	50'	6"conc. Pave	28'				Freeman Ranch	7/13/2022	2209353	$363,988
														per ft.
														$320.41

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

September 9, 2024

Travis W Miller, PE
Jones Carter, Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
832-913-4000

Re: Waller County Maintained Road Acceptance Letter
Sunterra Section 27

To Whom It May Concern,

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

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

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 27 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Costs*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Bronze Vista Lane	3	443C	580	0.109	50'	6"conc. Pave	28'				Freeman Ranch	11/22/2022	2215082	$177,445
Solbrook Lane	3	443C	435.0	0.082	50'	6" conc. Pave	28'				Freeman Ranch	11/22/2022	2215082	$133,084
Sunrise Breeze Drive	3	443C	575.0	0.108	50'	6" conc. Pave	28'				Freeman Ranch	11/22/2022	2215082	$175,916
Sunny Briar Drive	3	443C	2091	0.396	50'	6" conc. Pave	28'				Freeman Ranch	11/22/2022	2215082	639,721
Ventura Creek Drive	3	443C	1000	0.189	60'	6" conc. Pave	28'				Freeman ranch	11/22/2022	2215082	$305,940

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

September 9, 2024

Ian M Stewart, PE
Quiddity
6330 W Loop South, Suite 150
Bellaire, Texas 77401
713-777-5337

Re: Waller County Maintained Road Acceptance Letter
Sunterra Section 46

To Whom It May Concern,

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

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

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 46 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Costs*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Peony Green Drive	3	443D	436	0.082	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 87,200.00
Cleo Day Drive	3	443D	562.0	0.106	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 112,400.00
Green Arobol Lane	3	443D	295.0	0.055	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 59,000.00
Yellow Sun Drive	3	443D	443	0.083	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 88,600.00
Cielo Lakes Drive	3	443D	158	0.029	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 31,600.00
Spoon Bill Cove Drive	3	443D	575	0.108	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 115,000.00
Barefoot Park Lane	3	443D	801	0.151	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 160,200.00
Sturnella Drive	3	443D	893	0.169	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 178,600.00
Luna Landing Drive	3	443D	54	0.01	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 10,800.00
Golden Hour Drive	3	443D	256	0.048	50'	6 inch	28'				Freeman Ranch	1/25/2023	2301020	$ 51,200.00

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

September 9, 2024

Travis W Miller, PE
Jones Carter, Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
832-913-4000

Re: Waller County Maintained Road Acceptance Letter
Stockdick Road Segment 1 & 2

To Whom It May Concern,

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

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

If you have any questions, please let me know.

Sincerely,

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

Stockdick Road Section1+ 2 Road Log															
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*			Costs
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.		
Stockdick Road Section 1+2	3	Key Map 443 C+D	5400	1.02	50'	10" pavement	25				Freeman Ranch	3/22	2208260	$1,722,588	$1,722,588
													total	$1,722,588	$1,722,588

PROCLAMATION

Observation of Union Pacific "Big Boy No. 4014 Day" In Waller County, Texas

WHEREAS, as we celebrate the many historical milestones of our community, today we come together to recognize the importance of our railroad heritage and the significant role the arrival of the first rail transportation played in the growth and development of Hempstead and the surrounding area; and

WHEREAS, the Houston and Texas Central Railway (H&TC), a predecessor of today's Union Pacific Railroad, constructed the first railroad line to Hempstead, which became operational on June 29, 1858, just two years after the founding of the town and fifteen years before the organization of Waller County. That momentous occasion was marked by the arrival of the first train from Houston carrying an estimated 500-600 passengers met by a jubilant crown of dignitaries and people from all over the state; and

WHEREAS, the availability of rail transportation enabled Hempstead to become a distribution center between the Texas interior and the Gulf Coast, stabilized the town, and ensured the future growth of the community. The railroad was extended to Navasota by August 1859 with intermediate stations at Howth and Courtney, and by 1861 train service had been extended to Brenham; and

WHEREAS, Union Pacific has been serving communities nationwide for 158 years. In 1941 Union Pacific received delivery of the first of twenty-five Big Boys, the largest steam locomotives in the world, built exclusively for them—an example of how they have seen a need and taken steps to fulfill that need. These huge locomotives were designed with a 4-8-8-4 wheel arrangement that allowed them to navigate curves and the steep tracks between Ogden, Utah, and Cheyenne, Wyoming. Big Boy No. 4014 has been completely restored in the Union Pacific Steam Shop in Cheyenne, and is the only one of the eight remaining engines that is fully operational while the other seven are on public display in museums and parks around the country; and

WHEREAS, today we are honored to have been chosen as one of the brief whistle-stops on No. 4014's 2024 nine-state "Big Boy Heartland of America Tour" and join Union Pacific in celebration of railroad heritage as they continue their journey.

NOW THEREFORE BE IT PROCLAIMED THAT WE, the County Judge and Commissioners of Waller County, Texas do hereby recognize and observe October 4, 2024, as "Big Boy No. 4014 Day."

Signed this 2nd day of October, 2024

_____

Carbett "Trey" J. Duhon III, County Judge

_____ _____

John A. Amsler, Commissioner Pct. 1 Walter E. Smith, Commissioner Pct. 2

Kendric D. Jones, Commissioner Pct. 3

Justin Beckendorff, Commissioner Pct. 4

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER

PERDUE BRANDON FIELDER COLLINS & MOTT LLP

ATTORNEYS AT LAW

COLLECTION REPORT TO WALLER COUNTY

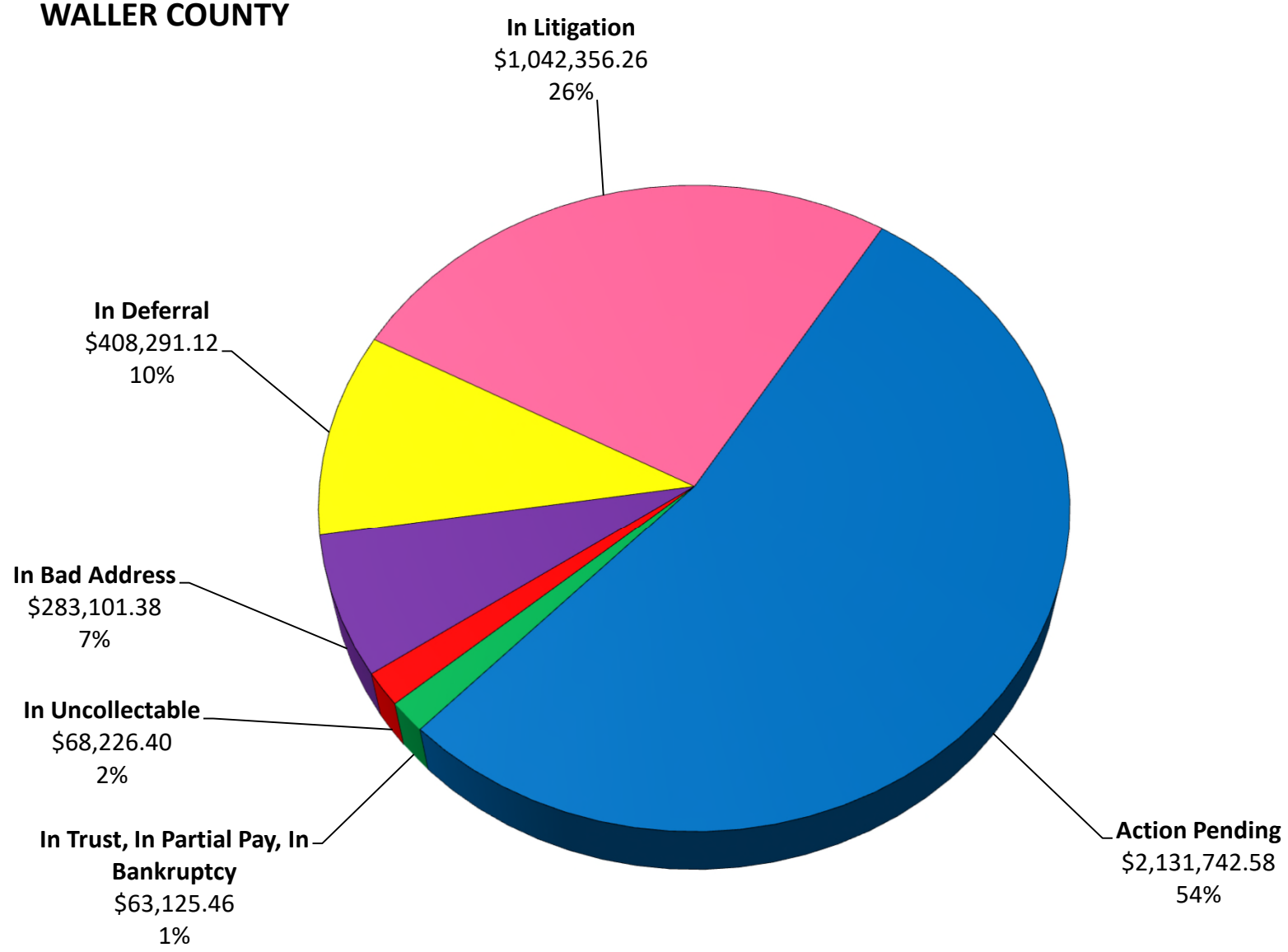
Submitted by: *Otilia Gonzales*

October 2024

www.pbfcm.com

PERDUE BRANDON
ATTORNEYS AT LAW

Account Break Down Chart For WALLER COUNTY

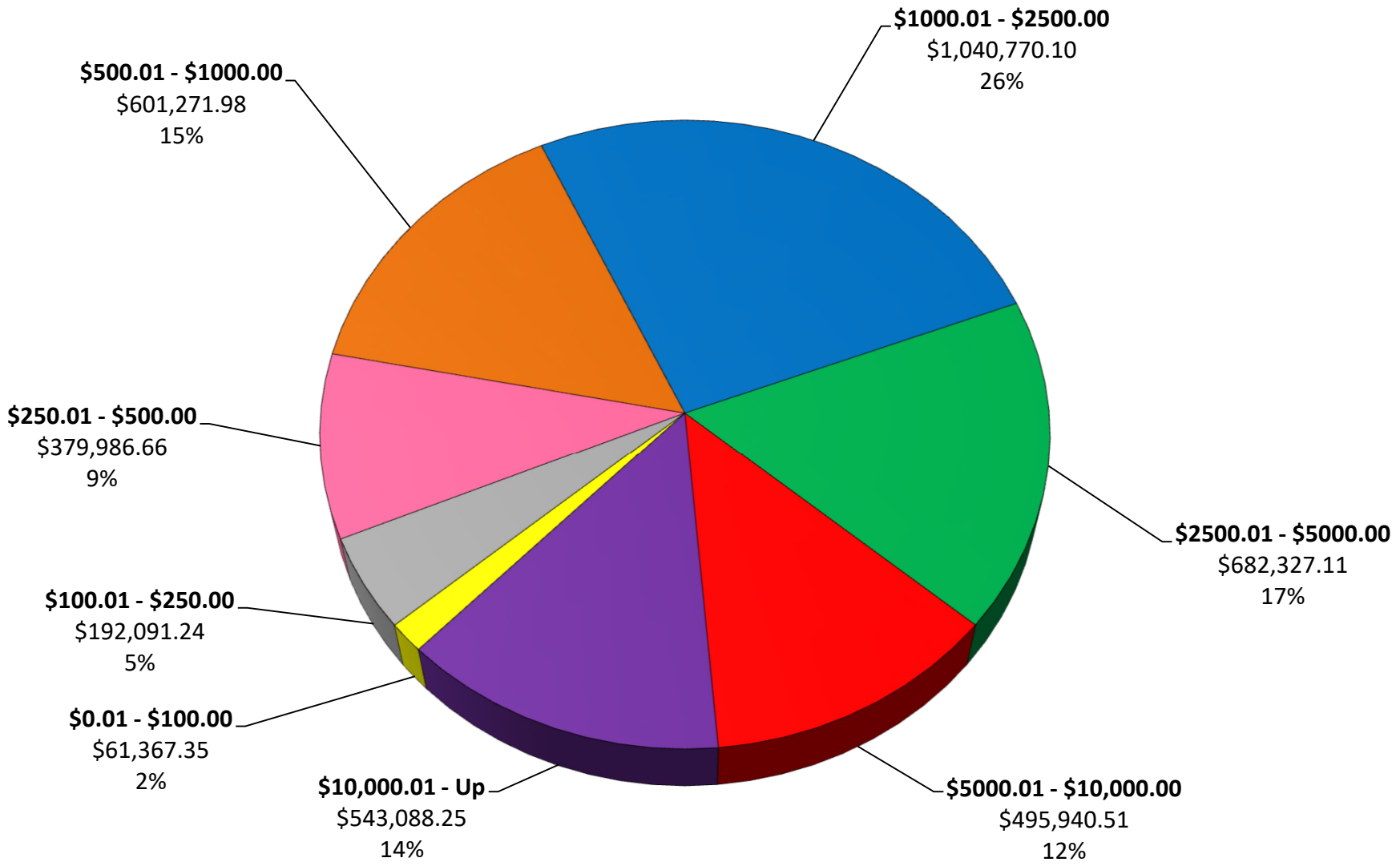


As Of 8/16/2024

Total Base Tax: $3,996,843.20

PERDUE BRANDON
ATTORNEYS AT LAW

Dollar Range Chart For WALLER COUNTY

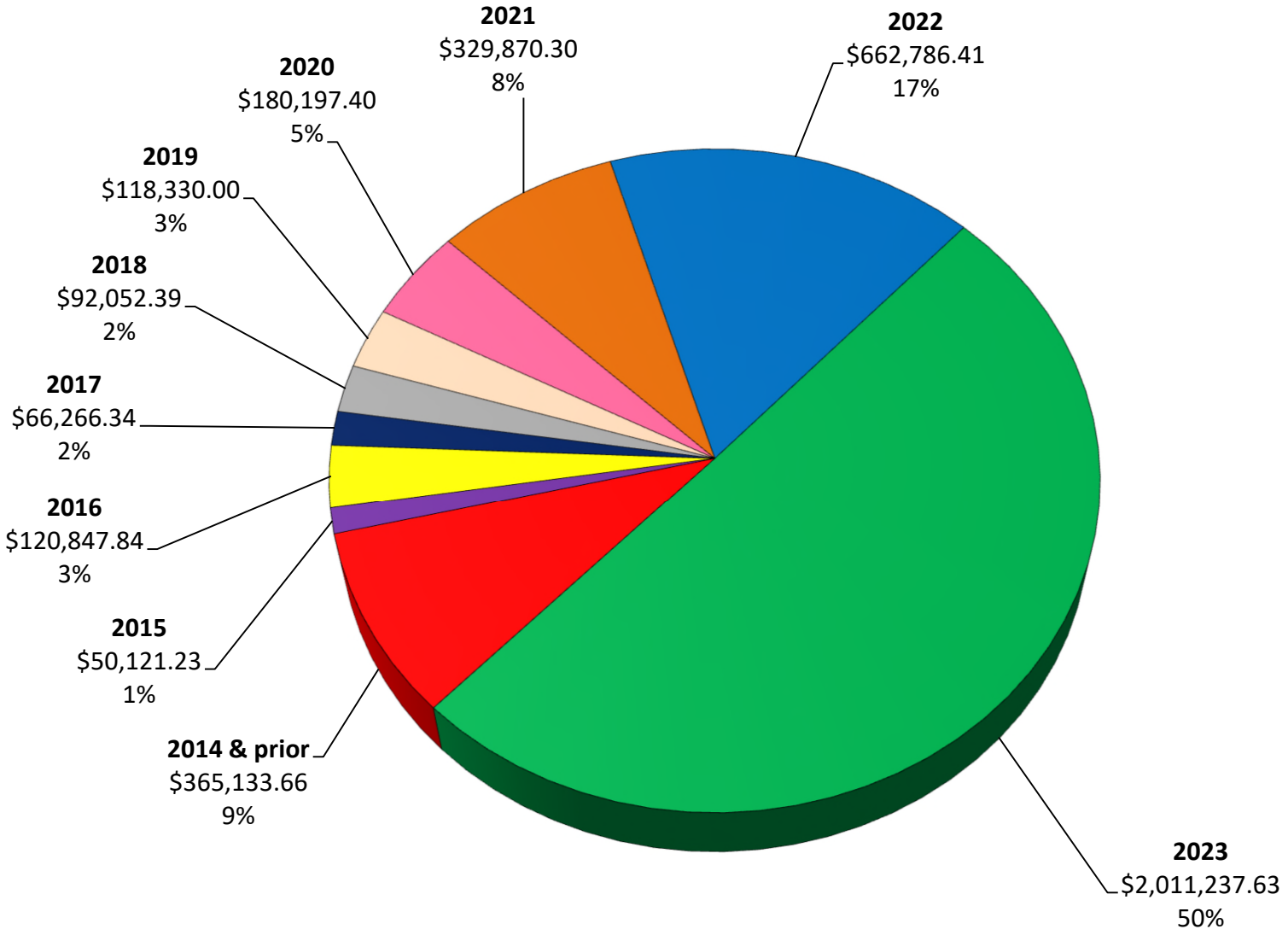


As Of 8/16/2024

Total Base Tax: $3,996,843.20

PERDUE BRANDON
ATTORNEYS AT LAW

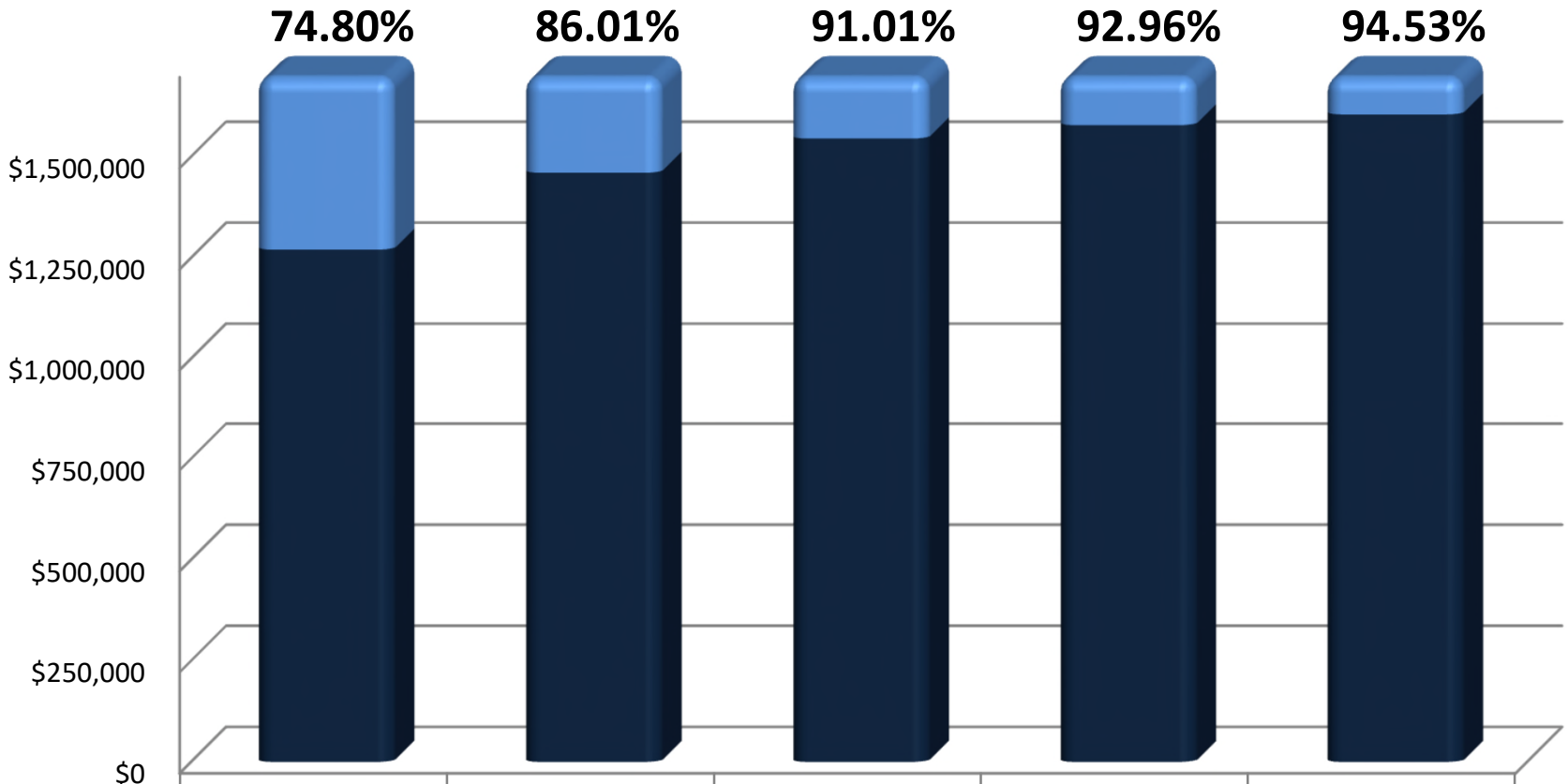
Tax Year Chart For WALLER COUNTY



As Of 8/16/2024

Total Base Tax: $3,996,843.20

Waller County
2018 Percentage of Collections

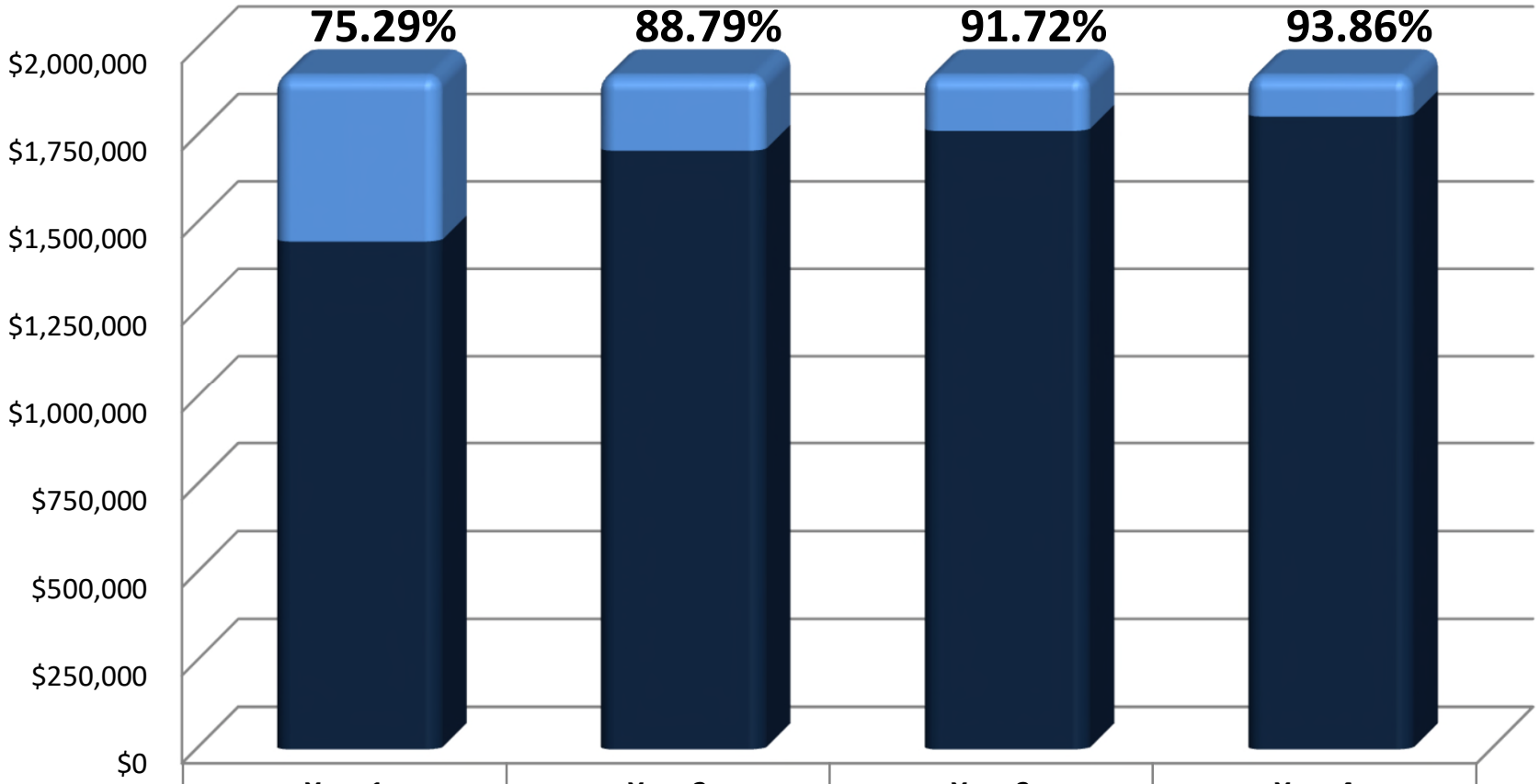


	Year 1	Year 2	Year 3	Year 4	Year 5
Remaining	$427,871	$237,460	$152,666	$119,508	$92,948
Collected	$1,269,991	$1,460,402	$1,545,196	$1,578,354	$1,604,914

7/1 -6/30 for each year
Initial Oustanding Base Tax- $1,697,862

PERDUE BRANDON
ATTORNEYS AT LAW

Waller County
2019 Percentage of Collections

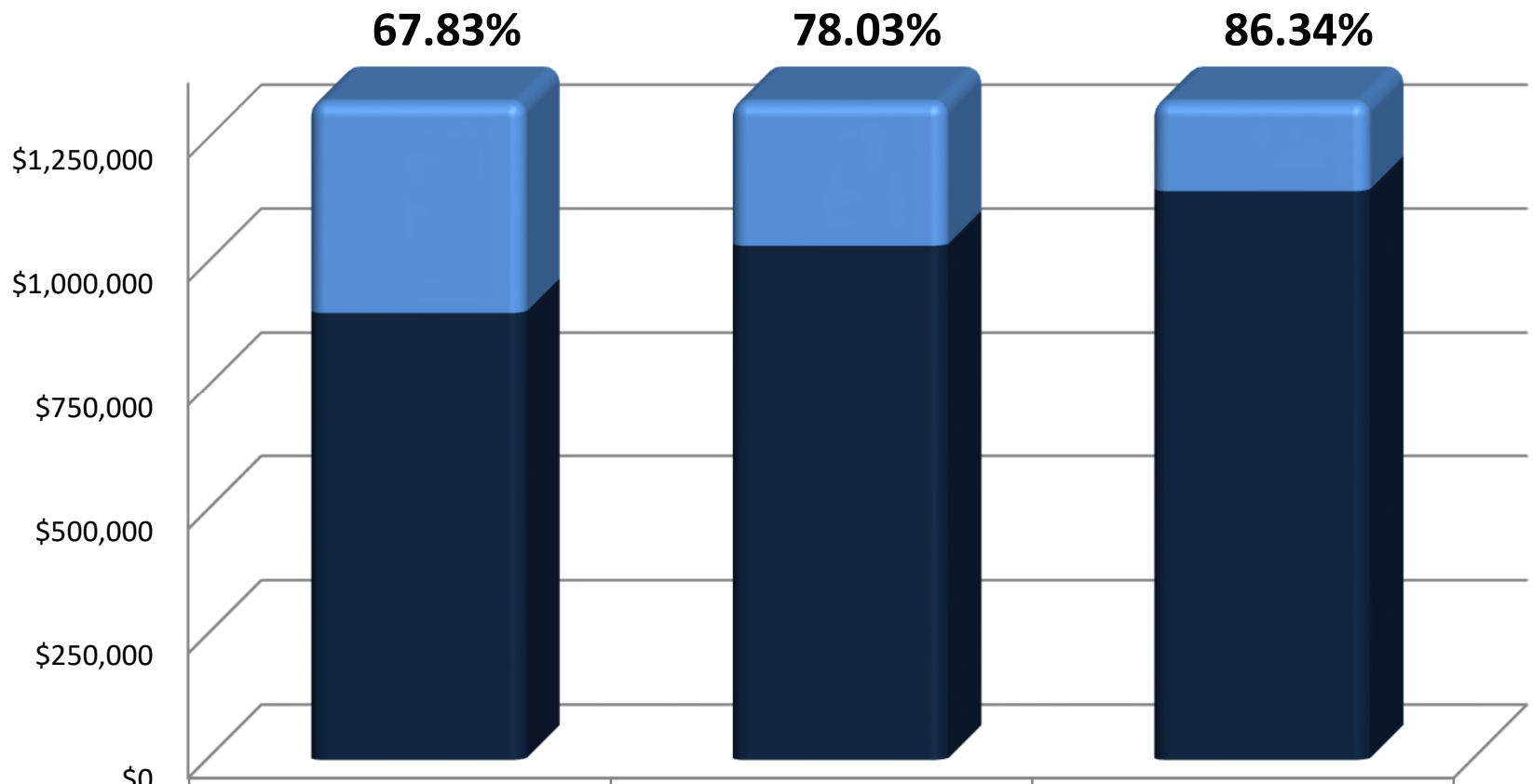


	Year 1	Year 2	Year 3	Year 4
Remaining	$475,682	$215,913	$159,362	$118,291
Collected	$1,449,554	$1,709,323	$1,765,874	$1,806,945

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

PERDUE BRANDON
ATTORNEYS AT LAW

Waller County
2020 Percentage of Collections

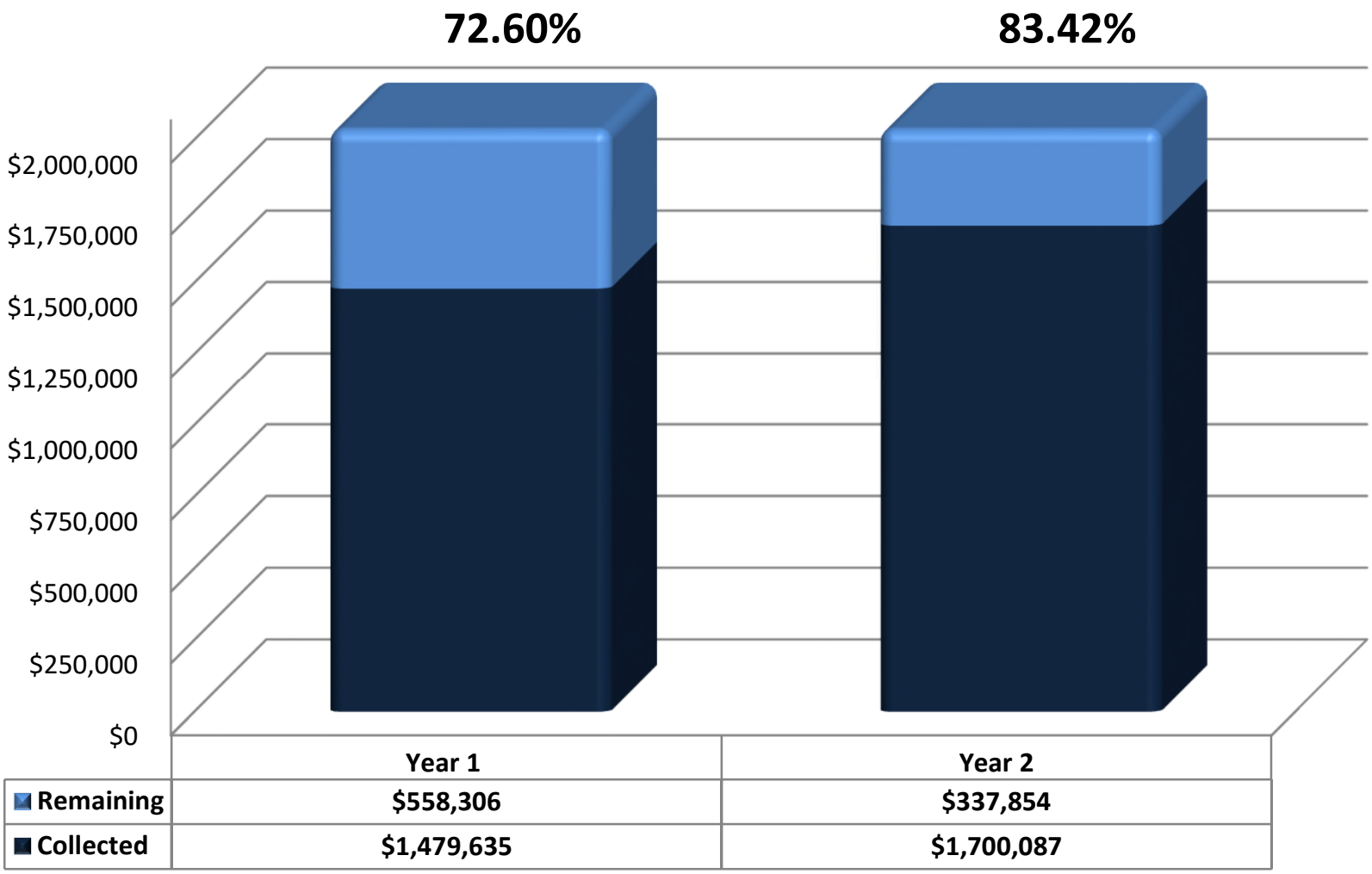


	Year 1	Year 2	Year 3
Remaining	$427,273	$291,848	$181,417
Collected	$901,092	$1,036,517	$1,146,948

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

PERDUE BRANDON
ATTORNEYS AT LAW

Waller County
2021 Percentage of Collections

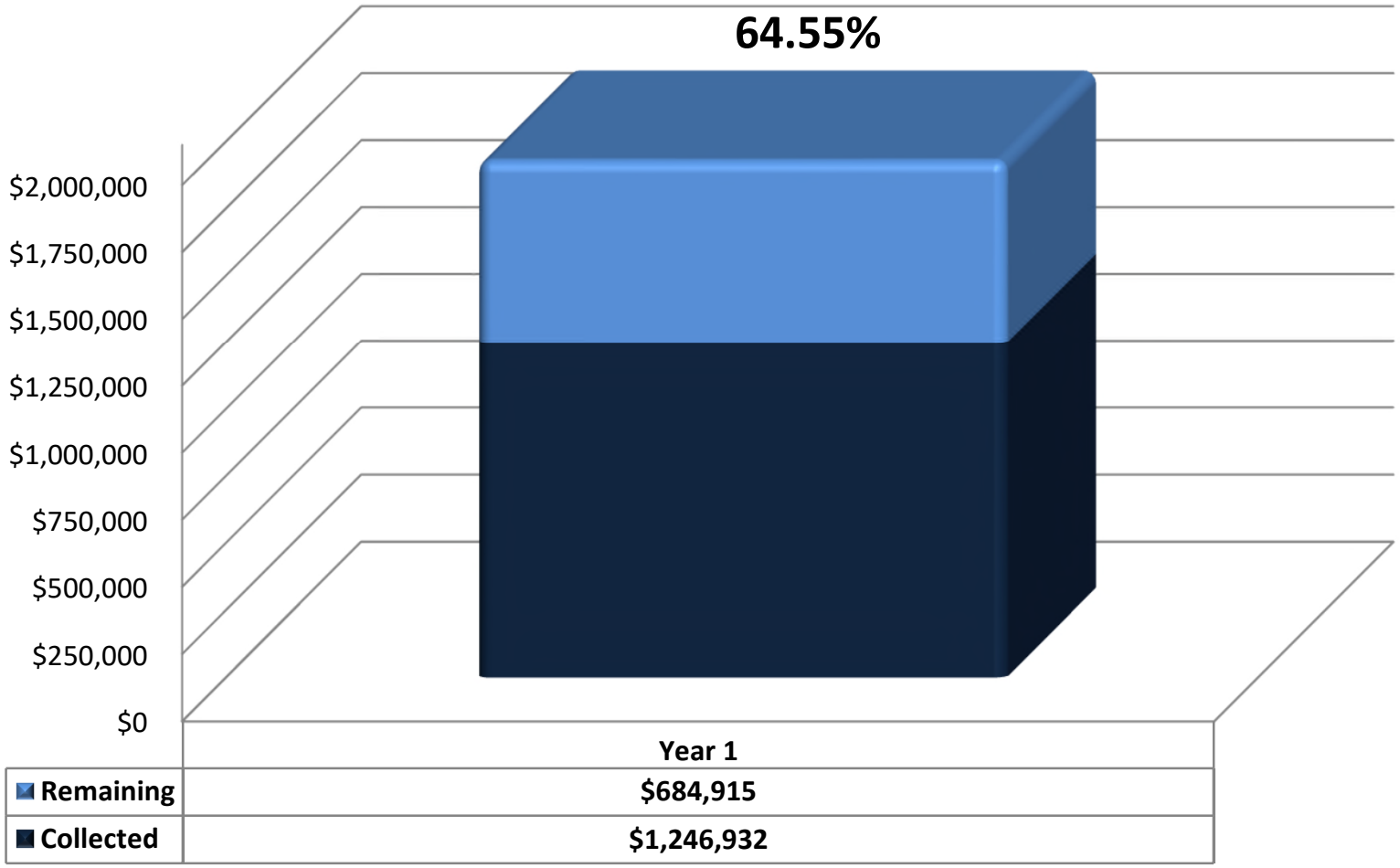


	Year 1	Year 2
Remaining	$558,306	$337,854
Collected	$1,479,635	$1,700,087

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

PERDUE BRANDON
ATTORNEYS AT LAW

Waller County
2022 Percentage of Collections



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

PERDUE BRANDON
ATTORNEYS AT LAW

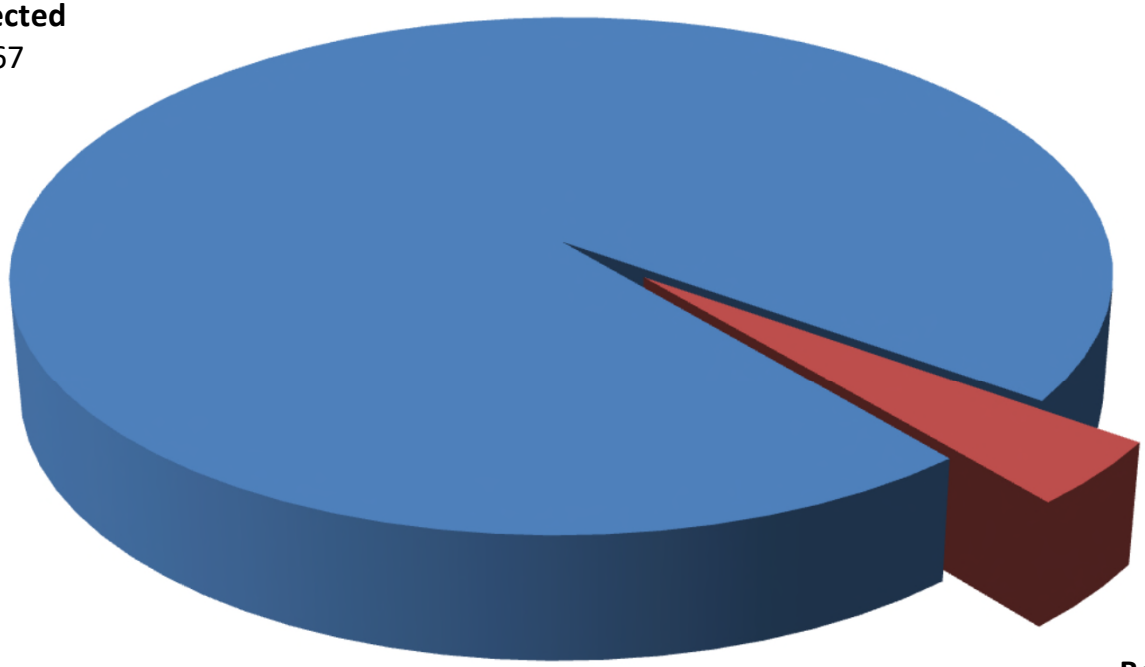
WALLER COUNTY

2023 Tax Year - Tax Collections

$59,838,852 Total Levy of 2023 Base Tax*

***Amounts Provided by the Waller County Tax Office**

Base Tax Collected
$57,413,667
95.95%

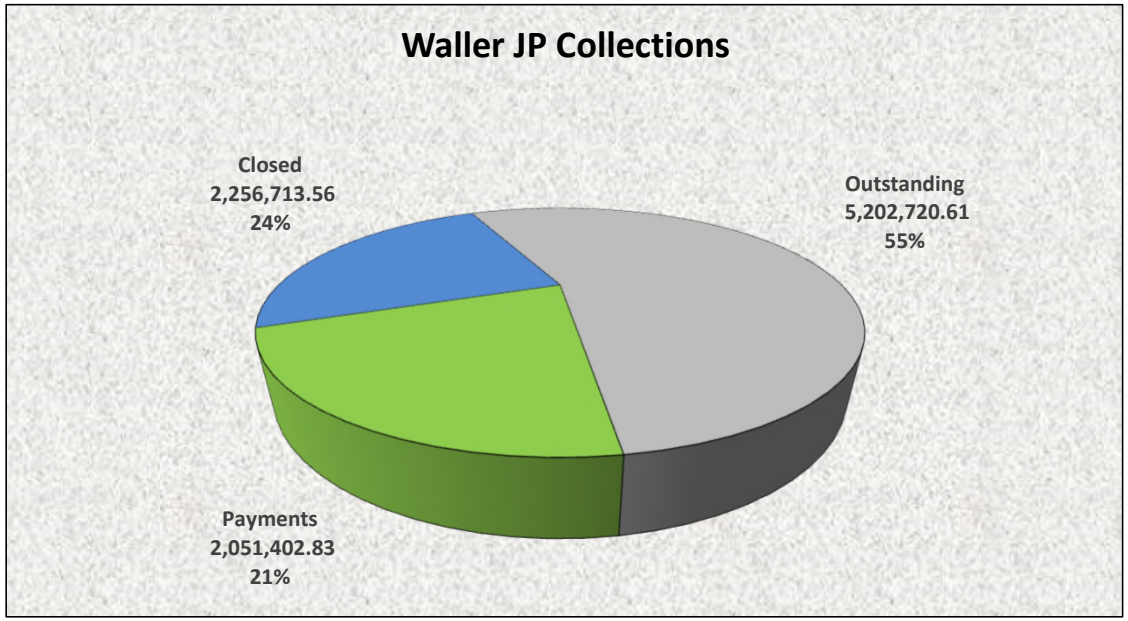


Base Tax Remaining
$2,425,185
4.05%

Total Levy	Base Tax Collected as of June 30, 2024	Base Tax Remaining as of June 30, 2024
$59,838,852	**$57,413,667**	**$2,425,185**
	95.95%	**4.05%**

Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Collection Report as of September 11, 2024

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total $ % cleared	Total # % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
	$	#	$	#	% of $	% of #	$	#	% of $	% of #						
Waller JP1 (Karisch)	3,638,559	11,729	641,046	2,785	17.62%	23.74%	409,644	1,821	11.26%	15.53%	28.88%	39.27%	10,297	91,344	6,529	17,184
Waller JP2 (Woolley)	1,152,146	3,060	196,548	711	17.06%	23.24%	315,087	964	27.35%	31.50%	44.41%	54.74%	1,738	16,053	1,298	7,329
Waller JP3 (Jackson)	588,141	2,157	63,745	347	10.84%	16.09%	51,238	257	8.71%	11.91%	19.55%	28.00%	1,302	5,012	1,765	5,467
Waller JP4 (Krenek)	4,131,991	11,485	1,150,064	5,317	27.83%	46.30%	1,480,744	4,694	35.84%	40.87%	63.67%	87.17%	8,182	77,318	3,513	19,796
Total of all JP's	9,510,837	28,431	2,051,403	9,160	18.34%	27.34%	2,256,714	7,736	20.79%	24.95%	39.13%	52.29%	21,519	189,727	13,105	49,776



Waller JP4 Top 10 Accounts By Zip Codes

1

77423 - $225771.32(289)

2

77449 - $63331.96(105)

3

77493 - $47519.43(78)

4

77445 - $33110.71(54)

5

77084 - $41845.46(53)

6

77474 - $30061.52(46)

7

77036 - $20727.84(32)

8

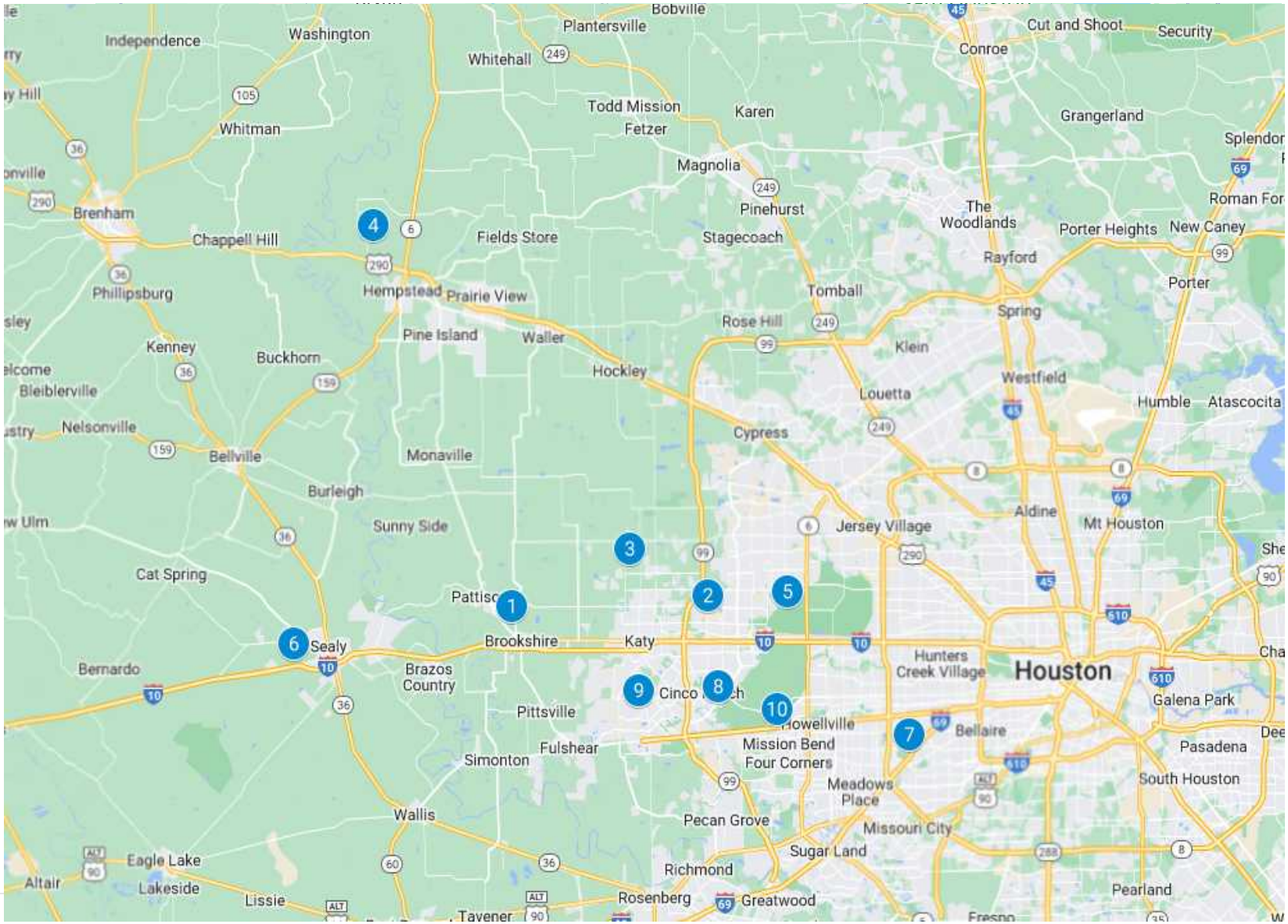
77450 - $15570.90(24)

9

77494 - $13643.90(23)

10

77082 - $14337.70(22)



Waller JP4 Top Bad Address Accounts By Zip Code

1

77423 - $34453.50(60)

2

77474 - $10265.00(14)

3

77493 - $7957.27(12)

4

77445 - $7438.66(10)

5

77084 - $6995.30(8)

6

77466 - $4272.30(7)

7

77418 - $1959.10(5)

8

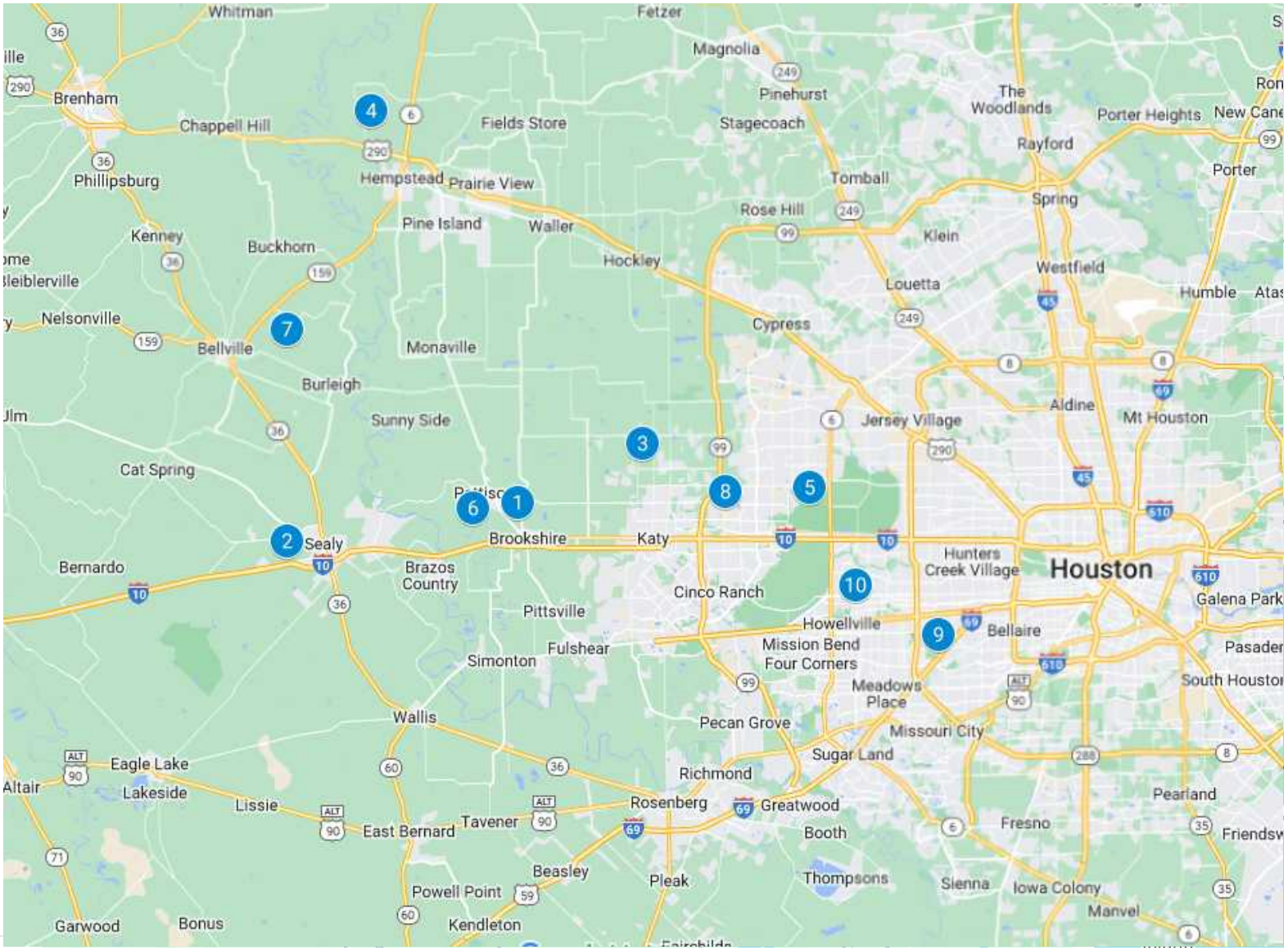
77449 - $3022.30(5)

9

77036 - $3353.00(4)

10

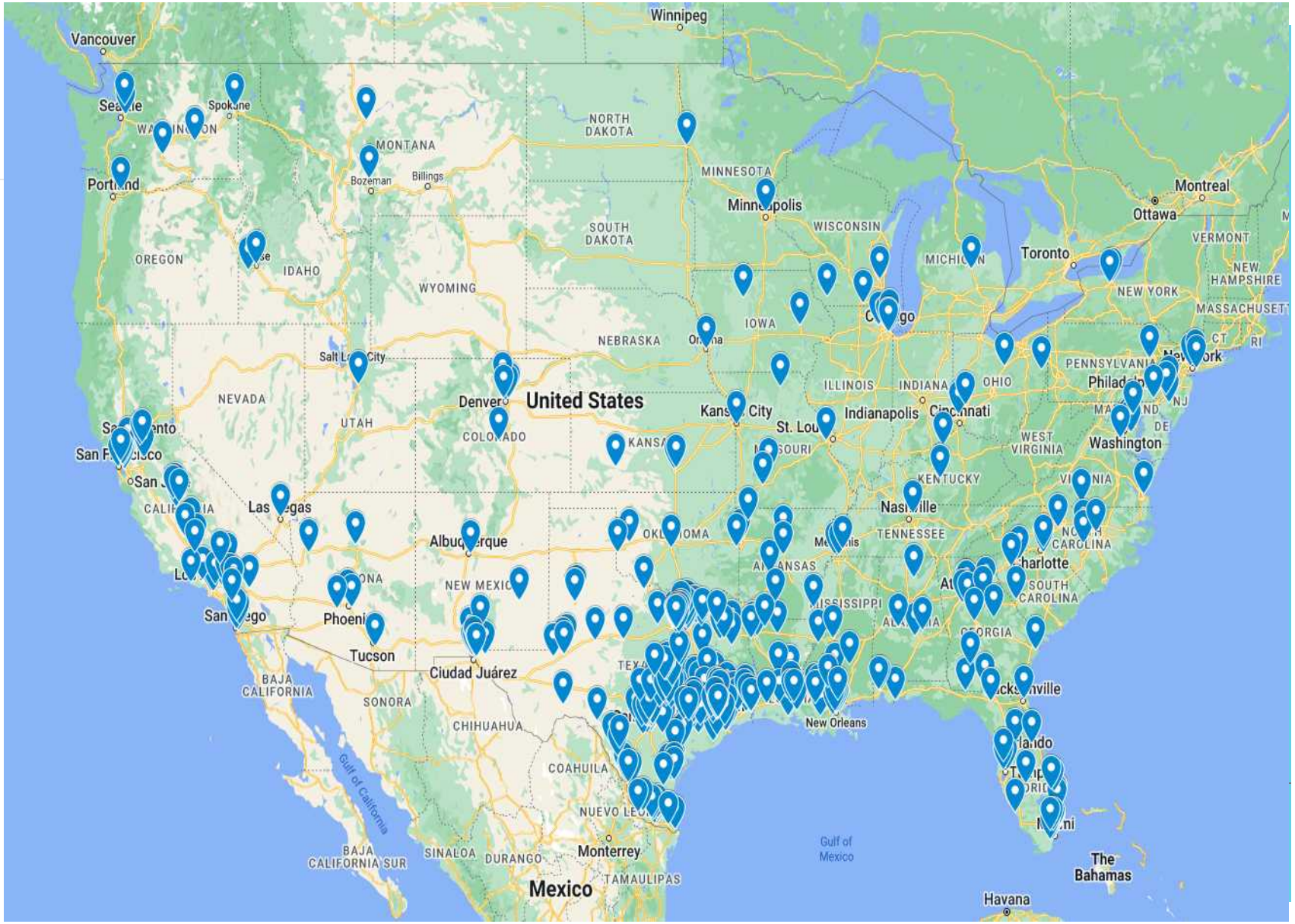
77077 - $2845.70(4)



Waller JP4-All Accounts

All_ZipCodes.xlsx

All items



Masters Advanced Remediation Services
Conroe, TX 77301

Invoice

Registration # 016286
Joan Sargent Waller Co. Treasurer
Deputy MF Date 7/31/24

Invoice #	1963
Date	5/23/2024
Terms	Net 30
Due Date	6/22/2024

P.O. 42385

Bill To

Waller County Environmental
924 5th St.
Hempstead, TX 77445

P.O. #	Job #	Claim #
	24-0524	

Description	U/M	Qty	Rate	Amount
04.20.2024 Clean up abandoned jugs at illegal dump site located @ 1361 Seidel Rd. Brookshire, TX				
Project/Operations Manager - Hourly	Hr	6	156.88	941.28T
Administrative Clerical Processing tracking job tickets, billing scheduling.	Hr	1	51.75	51.75T
Site Safety Officer - Hourly	Hr	3	124.43	373.29T
Site Safety Officer - After Hours	Hr	2.5	186.64	466.60T
Truck, 1 ton	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	144	2.66	383.04T
Foreman - Hourly	Hr	3	97.37	292.11T
Foreman - After Hours	Hr	3	146.06	438.18T
Truck, 1 ton	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	70	2.66	186.20T
Trailer, Equipment Hauler - Daily	Day	1	450.25	450.25T
Excavator	Day	1	1,050.29	1,050.29T
Technician - Hourly	Hr	3	81.14	243.42T
Technician - After Hours	Hr	2	121.72	243.44T
Technician - Hourly	Hr	3	81.14	243.42T
Technician - After Hours	Hr	2	121.72	243.44T
Technician - Hourly	Hr	3	81.14	243.42T
Technician - After Hours	Hr	2	121.72	243.44T
Truck, 1 ton	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	70	2.66	186.20T
Technician - Hourly	Hr	2	81.14	162.28T
Technician - After Hours	Hr	3	121.72	365.16T
Technician - Hourly	Hr	2	81.14	162.28T
Technician - After Hours	Hr	3	121.72	365.16T
Emergency Response Box Truck , (1-ton or equal)	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	70	2.66	186.20T

Phone #	E-mail	Tax ID	
281-419-7800	accounting@milsteadcorp.com	45-4470155	**Total**
			Payments/Credits
			Balance Due

Masters Advanced Remediation Services
Conroe, TX 77301

Invoice

Invoice #	1963
Date	5/23/2024
Terms	Net 30
Due Date	*6/22/2024*

Bill To

Waller County Environmental
924 5th St.
Hempstead, TX 77445

P.O. #	Job #	Claim #
	24-0524	

Description	U/M	Qty	Rate	Amount
Technician - Hourly	Hr	3	81.14	243.42T
Technician - After Hours	Hr	2	121.72	243.44T
Truck, 1 ton	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	70	2.66	186.20T
Operator CDL - After Hours	Hr	3	141.75	425.25T
Operator CDL - Hourly	Hr	2	94.50	189.00T
Roll Off Truck	Hr	5	168.75	843.75T
Mileage (portal to portal)	mi	144	2.66	383.04T
Level D PPE	ea	9	57.58	518.22T
Gloves, Leather - each pair	pr	9	25.04	225.36T
Gloves, Latex/Nitrile Inner (8 mil)	pr	30	1.63	48.90T
Safety Glasses	ea	9	4.50	40.50T
MicroRes 3000 PID	Day	2	240.75	481.50T
Polyethylene Sheeting-6 mil	ea	1	165.00	165.00T
Drum, Steel - 55 gallon	ea	2	177.67	355.34T
Drum Liners (6 MIL) or Greater	ea	8	8.66	69.28T
04.20.2024 Day 2				
Foreman - After Hours	Hr	8	146.06	1,168.48T
Truck, 1 ton	Day	1	360.64	360.64T
Mileage (portal to portal)	*mi*	*130*	*2.66*	*345.80T*
Technician - After Hours	Hr	8	121.72	973.76T
Truck, 1/2 ton or equal	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	130	2.66	345.80T
Technician - After Hours	Hr	8	121.72	973.76T
Truck, 1/2 ton or equal	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	130	2.66	345.80T
Technician - After Hours	Hr	8	121.72	973.76T

Phone #	E-mail	Tax ID	
281-419-7800	accounting@milsteadcorp.com	45-4470155	**Total**
			Payments/Credits
			Balance Due

Masters Advanced Remediation Services
Conroe, TX 77301

Invoice

Invoice #	1963
Date	5/23/2024
Terms	Net 30
Due Date	6/22/2024

Bill To

Waller County Environmental
924 5th St.
Hempstead, TX 77445

P.O. #	Job #	Claim #
	24-0524	

Description	U/M	Qty	Rate	Amount
Emergency Response Box Truck , (1-ton or equal)	Day	1	360.66	360.66T
Mileage (portal to portal)	mi	130	2.66	345.80T
Technician - After Hours	Hr	8	121.72	973.76T
Truck, 1 ton	Day	1	360.64	360.64T
Mileage (portal to portal)	mi	130	2.66	345.80T
Technician - After Hours	Hr	8	121.72	973.76T
Operator CDL - After Hours	Hr	7.5	141.75	1,063.13T
Roll Off Truck	Hr	7.5	168.75	1,265.63T
Mileage (portal to portal)	mi	130	2.66	345.80T
Operator CDL - After Hours	Hr	8	141.75	1,134.00T
Roll Off Truck	Hr	8	168.75	1,350.00T
Mileage (portal to portal)	mi	130	2.66	345.80T
Operator CDL - After Hours	Hr	8	141.75	1,134.00T
Truck, 1 ton	Day	8	360.64	2,885.12T
Mileage (portal to portal)	mi	130	2.66	345.80T
Excavator & Equipment Mobilization/Delivery Fee			8,000.00	8,000.00T
Level D PPE	ea	9	57.582	518.24T
Gloves, Leather - each pair	pr	9	25.04	225.36T
Gloves, Latex/Nitrile Inner (8 mil)	*pr*	*30*	*1.63*	*48.90T*
Safety Glasses	ea	9	4.50	40.50T
Drum, Steel - 55 gallon	ea	3	177.67	533.01T
Drum Liners (6 MIL) or Greater	ea	6	8.66	51.96T
Box, Roll Off with Tarp (SLD) 25Y - SLD-25-6957	Day	15	39.15	587.25T
Box, Roll Off with Tarp (SLD) 25Y - SLD-25-9847	Day	15	39.15	587.25T
Liner, Roll Off Box	ea	2	64.92	129.84T
Labs			220.80	220.80T
04/22/2024 Drum Disposal				

Phone #	E-mail	Tax ID
281-419-7800	accounting@milsteadcorp.com	45-4470155

Total	
Payments/Credits	
Balance Due	

Masters Advanced Remediation Services
Conroe, TX 77301

Invoice

Invoice #	1963
Date	5/23/2024
Terms	Net 30
Due Date	6/22/2024

Bill To

Waller County Environmental
924 5th St.
Hempstead, TX 77445

P.O. #	Job #	Claim #
	24-0524	

Description	U/M	Qty	Rate	Amount
Logistics/Waste Disposal Coordinator - Hourly	Hr	3	148.50	445.50T
Waste Manifest	ea	1	48.69	48.69T
Technician - Hourly	Hr	4	81.14	324.56T
Stake Bed with Lift Gate	Day	1	405.00	405.00T
Mileage (portal to portal)	mi	20	2.66	53.20T
Disposal - Drum, Class 1, solid	ea	5	187.20	936.00T
05.01.2024 - Draft & Submit Profile & Manifest for Disposal				
Logistics/Waste Disposal Coordinator - Hourly	Hr	3	148.50	445.50T
05/16/2024 Roll Off Box Disposal				
Operator CDL - Hourly	Hr	4	94.50	378.00T
Roll Off Truck	Hr	4	168.75	675.00T
Mileage (portal to portal)	mi	40	2.66	106.40T
Disposal - Bulk, Class 1, solid - 12.39 Tons			569.94	569.94T
Disposal - Bulk, Class 1, solid - 12.52 Tons			575.92	575.92T
General Report per TCEQ	ea	1	350.00	350.00T
Sales Tax Exempt			0.00%	0.00

Phone #	E-mail	Tax ID
281-419-7800	accounting@milsteadcorp.com	45-4470155

Total	$49,437.85
Payments/Credits	$0.00
Balance Due	$49,437.85

2% discount if paid in full within 30 days.
1.5% interest charged per month for invoices over 30 days past due.

MASTERS ADVANCED REMEDIATION SERVICES, INC.

31503 Huffman-Cleveland Rd.
Huffman, TX 77336
(877) 419-7806 • (281) 419-7800
Fax (281) 359-1495

Letter of Authorization for Disposal

Masters Job # _____

This letter is being submitted to reflect and document that the Generator listed below has granted full and complete authorization, for ***Masters Advanced Remediation Services (Masters ARS)*** (agent) to sign all waste documents on behalf of Generator.

This document hereby authorizes ***Masters Advanced Remediation Services (Masters ARS)*** to function in the capacity of generator, (as that term is defined in state and federal rules and regulations) with regard to legally proper waste classification, representation, shipment and disposal and to otherwise act as Generator's agent to characterize, ship, dispose and otherwise represent all waste streams in accordance with all local, state and federal rules and regulations. Such authorization includes but is not limited to execution of the following types of waste-related documents:

- Waste Characterization Data (WCD) Forms/Waste profiles
- Waste Manifests - Uniform Hazardous Waste Manifests and Non-Hazardous Manifests
- Process Knowledge forms or Letters
- Waste Profile Amendment Request Forms
- WCD/Profile Recertification Forms
- Land Ban Forms
- One Time Waste Shipment Forms/Authorizations

Masters Advanced Remediation Services (Masters ARS) (agent) is required to provide Generator with copies of all documents executed in accordance with this authorization. This authorization will expire on (Expiration date)_____ or when the generator provides written notice to revoke this authorization.

Tonya Mewis
Generator's Printed Name

Tonya Mewis
Generator's Signature

Dept. Head
Title

Waller County Environmental
Company Name

4.19.24
Date

Reorder Kopy Depot 281-548-2888

MASTERS ADVANCED REMEDIATION SERVICES, LLC
WORK ORDER AUTHORIZATION # 24-0324

This Work Order Authorization ("WOA"), for **emergency response and remediation services,** is made and effective as of the 19 day of March 2024 by and between Masters Advanced Remediation Services, LLC ("MARS" or "Contractor") and Walker County Transportation ("Customer").
Contractor and Customer are sometimes collectively referred to as the "Parties" and individually as "Party" to this WOA.

Notices: All Orders, acceptances, rejections of Orders, notices, communications, or statements required or permitted to be given under the WOA shall be in writing and shall be deemed given when delivered in person or sent by email or facsimile, or three (3) days after it is sent by U.S. mail to the address set forth below:

CONTRACTOR: HMR _____	**CUSTOMER NAME:** Walker County (Transportation)
701 N. San Jacinto	Company Name: Walker County
Conroe, Texas 77301	Street Address: 1109 5th Street
Telephone: 877-719-7805	City, State, Zip: Huntsville TX 77340
Email: accounting@milsteadcorp.com	Phone Number: (936) 291 8812
Contact: Baldemar Kohl, Sr Vice Pres	Driver Phone Number: (346) 424-1570 (cell)
Other: _____	Safety Officer or Company Contact: _____
_____	Phone Number: _____
_____	Email: _____
_____	Your name (if different from above): _____
_____	Your Job Title: _____

The undersigned are authorized agents of the Parties, who by their signatures below acknowledge and represent they have full authority to bind the Parties to this WOA, and with that authority agree to the terms of the WOA as follows:

1. WOA Term. This WOA shall be in effect for the applicable term indicated below:
   ( ) Single project.
   (✓) Evergreen (No expiration date stated but subject to cancellation as set forth herein)
   When neither option is selected above, the WOA shall remain in effect for one (1) year from the date of this WOA and shall continue on a year-to-year basis unless either Party cancels with thirty (30) days written notice to the other; provided, however, the cancellation or expiration of the term of this WOA shall not affect either Party's existing obligations under any Orders issued and accepted before such expiration or cancellation.
2. Ordering.
   A. Customer shall initiate an Order for work by calling **Contractor'** 24-hour emergency response telephone number (877) 419-7806, local office, or other representative to identify the general scope and location. Once an Order has been initiated, an on-call supervisor will be notified and shall call the Customer back and advise Customer of Contractor's response schedule.
   B. Customer may utilize its own Purchase or Work Order form **only if** the form specifically incorporates all of the terms and conditions of this WOA by reference and provides that the terms of this WOA shall be incorporated therein and shall supersede any conflicting terms or conditions printed on the Customer's Purchase or Work Order Form.
3. Price. Unless otherwise indicated, all work performed hereunder shall be priced on a time and material basis in accordance with the Contractor's RESPONSE RATE SCHEDULE (https://milsteadcorporation.com/2023-standard-pricebook/) applicable to the WOA. Contractor may amend its Rate Schedule by notification to customer and the amended Rate Schedule shall be effective with respect to work performed under any Order accepted by Contractor after such notification to Customer.
4. Invoicing and Payment.
   A. Progress Invoices. Contractor may at its option submit periodic itemized invoices for charges accrued for work performed under any Order, less prior payment received.
   Such invoices shall not be submitted more frequently than daily.
   B. Final Invoice. After the work under an Order is completed and all charges for the associated subcontracts, vendors, and reimbursable items have been received by Contractor, Contractor shall issue a final invoice setting forth the total amount due for the work less payments received.
   C. Lump Sum Work. For lump sum work, the amount due under each Progress or Final Invoice shall be the percentage of such work completed times the lump sum price.
   D. Payment. Payment is due upon receipt for each Progress or Final Invoice. Interest shall accrue on any payment not received within thirty (30) days at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Contractor reserves the right to withhold delivery of reports and other project documentation pending receipt of payment. **Customer is obligated to make payment to Contractor at its principal office at 701 N. San Jacinto, Conroe, Texas 77301.** If payment is not received within thirty (30) days, Contractor shall contact Customer's insurance carrier and inquire as to claim status.
5. RESPONSIBILITY FOR PAYMENT. Customer agrees to make payment to Contractor for services rendered in the amounts and on Contractor's terms specified above, **regardless** of whether Customer or another person or entity is legally responsible for remediation or abatement of the environmental conditions involved including any clean-up and related services performed by Contractor and **regardless** of whether Customer may be entitled to reimbursement for costs from any person, entity, or insurance carrier.
6. Termination of Non-Payment. If payment is not made by the Customer in accordance with the above terms, Contractor may stop work under any Order(s) issued and accepted
   without liability whatsoever, until the balance due is paid in full. Contractor may terminate the WOA and/or other Orders for non-payment and seek recovery for its damages from Customer.
7. Information and Authorization. For each Order issued and accepted hereunder, Customer shall furnish to Contractor all pertinent data and information concerning the work to be performed, the nature of Customer's premises or site and the nature of the conditions to be remediated, including any special hazards or risks involved with such work, premises, site, or conditions. Such information shall be included on the Order. Customer shall procure any and all applicable federal, state, or local approvals, consents, permits, licenses, and Orders required to enable Contractor to perform the work contemplated.

8. Compliance with Environmental Laws.

A. Customer hereby warrants that all material, substances, or wastes to be stored, treated, and/or disposed of under this WOA is the sole and exclusive property of Customer or other third party. Customer further warrants that it is not subject to any legal or equitable restraint or Order that prohibits the treatment, storage, and /or disposal of such waste by any transporter or disposal facility.

B. Customer agrees to execute the required Letter of Authorization for Disposal.

C. Contractor may collect samples and perform analytical testing and shall be solely responsible for the storage, handling, transportation, treatment, processing, and disposal of any wastes, pollutants, or contaminants that are the subject of this WOA and for full compliance with provisions of the Resource Conservation and Recovery Act, as amended ("RCRA") and all other applicable federal, state, or local laws, statutes, or regulations governing the treatment, transportation, storage, or disposal of waste or material.

D. The Parties hereto agree that Contractor is not and shall not be considered (i) the owner of material, substances, or wastes noted in the scope of Work; (ii) the operator of a waste management facility; (iii) the generator, storer, or disposer of hazardous or solid waste, as those terms are used in CERCLA, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other federal or state statute or regulation governing the treatment, transportation, storage, or disposal of material or wastes.

9. Access to Work Site. Customer shall secure all approvals, easements, licenses, and rights-of-way necessary for Contractor to access the work site under any Order issued and accepted hereunder. Customer warrants that any right-of-way provided to or from any work site shall be suitable for the size and weight of vehicles employed by Contractor to perform the work. Customer agrees to bear the costs of all construction, modification, repair, or restoration of any right-of-way necessary to perform the work.

10. INDEMNITY/DAMAGES.

A. CUSTOMERS AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Contractor AND ITS RELATED ENTITIES, SHAREHOLDERS, DIRECTORS, OFFICERS EMPLOYEES, SERVANTS, AGENTS AND INSURERS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES OF ANY NATURE, WHETHER FOR DAMAGES TO PROPERTY, BUSINESS INTERESTS, OR PERSONS OR FOR DEATH, ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS WOA AND/OR THE CONDITIONS OF WHICH THIS WOA PERTAINS, TO THE EXTENT THAT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION AND/OR LIABILITY IS ATTRIBUTABLE TO THE BREACH OF WOA , NEGLIGENCE, OR OTHER FAULT OF CUSTOMER. THIS PROVISION SHALL APPLY WHETHER OR NOT Contractor WAS OR IS CLAIMED TO BE INDIVIDUALLY, JOINTLY, OR CONCURRENTLY NEGLIGENT, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED.

B. *Consequential Damages. Notwithstanding anything to the contrary contained in this WOA , neither Party will be liable under any circumstances to the other for any special, consequential, incidental, indirect, punitive, or exemplary damages of any kind of character, including, but not limited to, loss of use, loss of profit, loss of revenue, and loss of product or production, whether arising under this WOA or as a result of, relating to or in connection with the Work under this WOA or any Order, and neither Party will ever make a claim for such damages against the other or the other's related entities,1shareholders, directors, officers, employees, servants, agents, or insurers whether such claim is based or claimed to be based on WOA , negligence, unseaworthiness, fault, breach of warranty, breach of agreement, statute, strict liability or otherwise.*

11. Alternative Dispute Resolution.

A. Any controversy or claim (whether such claim arises in contract, tort, or otherwise) arising out of or relating to this WOA or any Order issued and accepted hereunder, or the breach thereof, shall be mediated.

B. If mediation is unsuccessful, the dispute shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be decided by one (1) arbitrator and shall be held in Montgomery County, Texas. A judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. Unless the parties otherwise agree, each party may conduct discovery before any arbitration hearing in accordance with the Texas Rules of Civil Procedure and Evidence. Additionally, there shall be no evidence by affidavit allowed and each party shall disclose a list of all documentary evidence to be used, a list of all witnesses, and any expert to be called by the party at least twenty (20) days prior to the arbitration hearing.

C. This Alternative Dispute Resolution provision shall survive completion and/or termination of this WOA.

12. Attorney's Fees. The prevailing party in any legal proceeding brought to enforce the provisions of this WOA or any Order issued and accepted hereunder shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorney's fees and costs of suit from the non-prevailing party.

13. Entire Agreement.

This WOA and Exhibits, as identified below, comprise the complete agreement of the parties for the services to be performed. No proposals or oral understandings are valid unless specifically contained in the WOA and Exhibits. No engagements, promises, representations, or warranties have been made by either Party except as is expressly stated in the WOA and Exhibits, and the parties hereby expressly disclaim all implied warranties. All modifications to this WOA shall be in writing and signed by both parties.

Exhibits to this WOA are as follows:

( ) Statement of Qualifications (✓) Letter of Authorization for Disposal ( ) Other (specify)_____

THIS WOA SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT OF LAWS AND PROVISION AND VENUE SHALL BE IN MONTGOMERY COUNTY, TEXAS.

The Parties have an opportunity or have had an opportunity to have this WOA reviewed by an attorney of their choice who can represent their interest in negotiating this agreement. The undersigned's execution of the WOA indicates that Party has consulted with independent counsel or has elected not to do so.

By executing the WOA, the undersigned, as respective agents of Contractor and Customer, represent they have carefully reviewed the terms and provisions, and by their authority agree to bind Contractor and Customer to this WOA and Exhibits.

Agreed to and accepted on this 19 day of June, 2024.

Masters Advanced Remediations Services, LLC

By: _____
(Signature)

Name: Christian Kale

Title: Sr. Project Mgr.

CUSTOMER NAME: Montgomery County

By: _____
(Signature)

Name: Tonya Mathis

Title: Dept. Head

Masters Advanced Remediation Services, LLC
701 N San Jacinto Street
Conroe, TX 77301

Invoice

Invoice #	2320
Date	8/2/2024
Terms	Net 30
Due Date	9/1/2024

Bill To

Waller County Environmental
924 5th St.
Hempstead, TX 77445

Registration # 015405
Joan Sargent Waller Co. Treasurer
Deputy MP Date 08/07/24

P.O. #	Job #	Claim #
	24-0866	

Description	U/M	Qty	Rate	Amount
06.28.2024 - Pickup & Dispose of drums of unknown liquid Location: 36309 House Rd, Brookshire, TX 77423 Time: 18:00 - 23:59				
Administrative Clerical Processing tracking job tickets, billing scheduling.	Hr	3	51.76	155.28T
Foreman - After Hours	Hr	5	146.08	730.40T
Truck, 1 ton	Day	1	360.66	360.66T
Mileage (portal to portal)	mi	160	2.66	425.60T
Technician - After Hours	Hr	6	121.72	730.32T
Technician - After Hours	Hr	6	121.72	730.32T
Emergency Response Box Truck , (1-ton or equal)	Day	1	360.66	360.66T
Mileage (portal to portal)	mi	160	2.66	425.60T
Operator Equipment - After Hours	Hr	4.5	141.76	637.92T
Technician - After Hours	Hr	4.5	121.72	547.74T
CDL Haul Truck	Day	1	661.94	661.94T
Mileage (portal to portal)	mi	160	2.66	425.60T
Trailer, Equipment Hauler - Daily	Day	1	450.26	450.26T
Track Steer or Equiv	Hr	4.5	292.50	1,316.25T
72' Hydraulic Sweeper - daily	Day	1	397.12	397.12T
Fuel Surcharge, off-road equipment			197.44	197.44T
Level D PPE	ea	5	57.60	288.00T
Gloves, Leather - each pair	pr	5	25.04	125.20T
Gloves, Latex/Nitrile Inner (8 mil)	pr	8	1.64	13.12T
Safety Glasses	ea	5	4.50	22.50T
Sprayers, Pump Up	ea	1	59.26	59.26T
MicroBlaze	gal	1	48.70	48.70T
Drum, Steel - 55 gallon	ea	6	177.68	1,066.08T
Drum, Poly Overpack - 95 gallon	ea	1	330.00	330.00T
Drum Liners (6 MIL) or Greater	ea	6	8.66	51.96T
Labs			417.45	417.45T

Phone #	E-mail	Tax ID	
281-419-7800	accounting@milsteadcorp.com	45-4470155	**Total**
			Payments/Credits
			Balance Due

P.O. 42492
TM 8524

Masters Advanced Remediation Services, LLC
701 N San Jacinto Street
Conroe, TX 77301

Invoice

Invoice #	2320
Date	8/2/2024
Terms	Net 30
Due Date	9/1/2024

Bill To

Waller County Environmental
924 5th St.
Hempstead, TX 77445

P.O. #	Job #	Claim #
	24-0866	

Description	U/M	Qty	Rate	Amount
06.28.20204 - Day 2 Time: 00:00 to 01:00				
Technician - After Hours	Hr	1	121.72	121.72T
Technician - After Hours	Hr	1	121.72	121.72T
06/28/2024 Drum Disposal & Transportation				
Logistics/Waste Disposal Coordinator - Hourly	Hr	3	148.50	445.50T
Waste Manifest	ea	1	48.70	48.70T
DOT Marker Label (6)	ea	9	9.44	84.96T
Technician - Hourly	Hr	4	81.16	324.64T
Stake Bed with Lift Gate	Day	1	405.00	405.00T
Mileage (portal to portal)	mi	20	2.66	53.20T
Disposal - Drum, Class 1, solid	ea	9	168.48	1,516.32T
Sales Tax Exempt			0.00%	0.00

Phone #	E-mail	Tax ID		
281-419-7800	accounting@milsteadcorp.com	45-4470155	**Total**	$14,097.14
			Payments/Credits	$0.00
2% discount if paid in full within 30 days. 1.5% interest charged per month for invoices over 30 days past due.			**Balance Due**	$14,097.14

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $98,690.05

Please make check payable to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Please mail check to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Purpose of check: Invoice # 2 # 202432767 Project # PM5121-2471

Charge to GL line: 605

Julie Adams 9-16-24

Signature of Person Submitting Request Date

9-16-24

Signature of Official/Department Head Submitting Request Date

Program Ma
512.439.4700
TBPELS F-14256
www.LJAProgramManagement.com
7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735

Waller County
775 Bus 290 East
2000 NW Loop 410
Hempstead, TX 77445
Attention: J. Ross McCall, PE

Invoice Date:	**09/16/2024**
Invoice No.:	**202432767**
Project No.:	**PM5121-2471**
Bill No.:	**2**
P.O. No.:	**207745**

INVOICE

Description: **Waller County 2023 Road Bond Program GEC**

For Professional Services Rendered: **07/27/2024 through 08/31/2024.**

Contract Amount:	**$15,000,000.00**
Authorized Amount:	**$3,000,000.00**
Invoice Amount:	**$98,690.05**
Previous Invoiced Amount:	**$200,241.53**
Invoiced to Date:	**$298,931.58**
Balance Remaining:	**$2,701,608.42**

TOTAL AMOUNT DUE THIS INVOICE **$98,690.05**

This invoice is true and unpaid.

Approved By: John C. Tyler
John Tyler

Mail checks payable to:

LJA Engineering, Inc.
DEPT. 803
P.O. BOX 4346
Houston, TX 77210-4346

Send ACH or Wire payments to:

Account Name	LJA Engineering, Inc
Name of Bank	Amegy Bank
ABA Routing Number	113011258
Account Number	[redacted]
Swift Code	ZFNBUS55

Please email a remittance advice to AR@lja.com

INV. #2
$98,690.05
9-16-24 OK

LJA ENGINEERING

3600 W Sam Houston Pkwy S
Suite 600
Houston, TX 77042

Phone 713.953.5200
Fax 713.953.5026
www.lja.com

September 16, 2024

Invoice No: 202432767

For services through 8/31/2024

Bill To:
J. Ross McCall, PE
Waller County
775 Bus 290 East
Hempstead, TX 77445

Questions about the invoice? *Please email Billing@lja.com*

Questions about the payment? *Please email AR@lja.com*

Project No: PM5121-2471 **Waller County Bond Program Management**

Project Manager: John Tyler

T&M Phase: 903 - Utility Coordination

Professional Services	**Billed Hours**	**Billed Rate**	**Current Billed**
Utility Coordinator			
Ramirez, Jose	13.00	$172.08	$2,237.04
Subtotal	*13.00*		*$2,237.04*

Total For Phase: 903 **$2,237.04**

T&M Phase: 904 - Program Management

Professional Services	**Billed Hours**	**Billed Rate**	**Current Billed**
Admin/Clerical			
Harper, Carrie	10.50	$109.51	$1,149.86
Deputy Project Manager			
Freeman, Daniel	169.00	$328.52	$55,519.88
Engineer-in-Training II			
Robles, Randy	10.00	$140.79	$1,407.90
Project Engineer			
Mcbride, Robert	18.00	$234.65	$4,223.70
Project Manager			
Tyler, John	36.00	$350.42	$12,615.12
Subtotal	*243.50*		*$74,916.46*

Reimbursable Expenses	**Current Billed**
Mileage	$347.73
Subtotal	*$347.73*

Total For Phase: 904 **$75,264.19**

T&M Phase: 905 - Project Coordination

Professional Services	Billed Hours	Billed Rate	Current Billed
Engineer-in-Training I			
Maddox, Brandon	25.00	$109.51	$2,737.75
Engineer-in-Training II			
Robles, Randy	3.00	$140.79	$422.37
Project Engineer			
Mcbride, Robert	26.00	$234.65	$6,100.90
Senior Engineer			
Keck, Michael	12.00	$297.23	$3,566.76
Technical Coordinator I			
Petru, Kelly	19.00	$172.08	$3,269.52
Utility Coordinator			
Ramirez, Jose	26.50	$172.08	$4,560.12
Subtotal	*111.50*		*$20,657.42*

Total For Phase: 905 **$20,657.42**

T&M Phase: 907 - GIS

Professional Services	Billed Hours	Billed Rate	Current Billed
GIS Analyst			
Avery, Eric	1.50	$90.73	$136.10
Subtotal	*1.50*		*$136.10*

Total For Phase: 907 **$136.10**

T&M Phase: Z99 - Other Direct Costs

Reimbursable Expenses	Current Billed
Mileage	$395.30
Subtotal	*$395.30*

Total For Phase: Z99 **$395.30**

TOTAL AMOUNT DUE **$98,690.05**

	Current	Previous	Total	Contract
BTD for Total Project	*$98,690.05*	*$200,241.53*	*$298,931.58*	*$3,000,000.00*

Mail checks payable to:

LJA Engineering, Inc.
DEPT. 803
P.O. BOX 4346
Houston, TX 77210-4346

Send ACH or Wire payments to:

Account Name	LJA Engineering, Inc
Name of Bank	Amegy Bank
ABA Routing Number	113011258
Account Number	[redacted]
Swift Code	ZFNBUS55

Please email a remittance advice to AR@lja.com

BILLING BACKUP Monday, September 16, 2024 7:10:09 AM

T&M Phase: 903 - Utility Coordination

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Utility Coordinator					
Jose Ramirez	T714352	07/29/24	3.00	172.08	$516.24
Pipeline coordination					
Jose Ramirez	T724186	08/27/24	2.00	172.08	$344.16
Utility Review					
Jose Ramirez	T724186	08/28/24	3.00	172.08	$516.24
Utility Coordination					
Jose Ramirez	T724186	08/30/24	5.00	172.08	$860.40
Utility Review/Pipeline check					
				Total For Phase: 903	$2,237.04

T&M Phase: 904 - Program Management

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Admin/Clerical					
Carrie Harper	T714803	07/29/24	1.50	109.51	$164.27
Admin					
Carrie Harper	T714803	08/01/24	1.50	109.51	$164.27
Admin					
Carrie Harper	T717067	08/07/24	1.50	109.51	$164.27
Admin					
Carrie Harper	T717067	08/09/24	1.00	109.51	$109.51
Admin					
Carrie Harper	T719880	08/16/24	1.00	109.51	$109.51
Admin					
Carrie Harper	T722381	08/19/24	1.00	109.51	$109.51
Admin					
Carrie Harper	T722381	08/23/24	1.00	109.51	$109.51
Admin					
Carrie Harper	T724628	08/26/24	1.00	109.51	$109.51
Admin					
Carrie Harper	T724628	08/30/24	1.00	109.51	$109.51
Admin					
Deputy Project Manager					
Daniel Freeman	T715212	07/29/24	8.00	328.52	$2,628.16
Daniel Freeman	T715212	07/30/24	8.00	328.52	$2,628.16
Daniel Freeman	T715212	07/31/24	8.00	328.52	$2,628.16

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Daniel Freeman	T715212	08/01/24	8.00	328.52	$2,628.16
Daniel Freeman	T715212	08/02/24	8.00	328.52	$2,628.16
Daniel Freeman	T717476	08/05/24	8.00	328.52	$2,628.16
Daniel Freeman	T717476	08/06/24	8.00	328.52	$2,628.16
Daniel Freeman	T717476	08/07/24	8.00	328.52	$2,628.16
Daniel Freeman	T717476	08/08/24	8.00	328.52	$2,628.16
Daniel Freeman	T717476	08/09/24	8.00	328.52	$2,628.16
Daniel Freeman	T720286	08/12/24	8.00	328.52	$2,628.16
Daniel Freeman	T720286	08/13/24	8.00	328.52	$2,628.16
Daniel Freeman	T720286	08/14/24	8.00	328.52	$2,628.16
Daniel Freeman	T720286	08/15/24	8.00	328.52	$2,628.16
Daniel Freeman	T722786	08/19/24	8.00	328.52	$2,628.16
Daniel Freeman	T722786	08/20/24	8.00	328.52	$2,628.16
Daniel Freeman	T722786	08/21/24	8.00	328.52	$2,628.16
Daniel Freeman	T722786	08/22/24	10.00	328.52	$3,285.20
Daniel Freeman	T722786	08/23/24	6.00	328.52	$1,971.12
Daniel Freeman	T725033	08/26/24	4.00	328.52	$1,314.08
Daniel Freeman	T725033	08/27/24	3.00	328.52	$985.56
Daniel Freeman	T725033	08/29/24	6.00	328.52	$1,971.12
Daniel Freeman	T725033	08/30/24	4.00	328.52	$1,314.08
Engineer-in-Training II					
Randy Robles	T717971	08/08/24	3.00	140.79	$422.37
Waller County Estimate Revisions					
Randy Robles	T718768	08/12/24	1.00	140.79	$140.79
Waller County Estimate and KMZ coordination and revisions					
Randy Robles	T718768	08/13/24	1.00	140.79	$140.79
Waller County Estimate and KMZ coordination and revisions					
Randy Robles	T718768	08/14/24	2.00	140.79	$281.58
Waller County Estimate and KMZ coordination and revisions					
Randy Robles	T718768	08/15/24	2.00	140.79	$281.58
Waller County Estimate and KMZ coordination and revisions					
Randy Robles	T721052	08/19/24	1.00	140.79	$140.79
Waller County Estimate Revisions					
Project Engineer					
Robert Mcbride	T715475	07/31/24	1.00	234.65	$234.65
project management					
Robert Mcbride	T717744	08/02/24	4.00	234.65	$938.60
project management meeting					
Robert Mcbride	T717744	08/05/24	2.00	234.65	$469.30
program management					

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Robert Mcbride	T717744	08/07/24	1.00	234.65	$234.65
program management					
Robert Mcbride	T718541	08/12/24	3.00	234.65	$703.95
program management/city of Katy Meeting					
Robert Mcbride	T720827	08/16/24	1.00	234.65	$234.65
project management meeting					
Robert Mcbride	T720827	08/19/24	1.00	234.65	$234.65
program management					
Robert Mcbride	T720827	08/22/24	3.00	234.65	$703.95
Program Management					
Robert Mcbride	T723079	08/26/24	2.00	234.65	$469.30
program management/city of Katy Meeting					
Project Manager					
John Tyler	T714687	07/29/24	1.00	350.42	$350.42
project coord.					
John Tyler	T714687	07/30/24	1.00	350.42	$350.42
prog coord. estimate review.					
John Tyler	T714687	07/31/24	2.00	350.42	$700.84
weekly coord mtg. coord of corings.					
John Tyler	T714687	08/01/24	2.50	350.42	$876.05
RFQ review. Coring coord.					
John Tyler	T714687	08/02/24	1.00	350.42	$350.42
coord w/City of Katy Eng. sch mtg w/Katy.					
John Tyler	T716952	08/05/24	2.00	350.42	$700.84
weekly progress mtg. coord of coring.					
John Tyler	T716952	08/07/24	1.00	350.42	$350.42
program staff coord/discussions.					
John Tyler	T716952	08/08/24	2.00	350.42	$700.84
review of schedule/costs. prep for engineer mtg. review of RFQQ advertisement. Staff program mtgs.					
John Tyler	T716952	08/09/24	2.50	350.42	$876.05
estimate/schedule discussions/mtgs. Coord of staff assignments. Review of latest schedule.					
John Tyler	T719765	08/12/24	2.50	350.42	$876.05
mtg. w/Katy. coord of effort/costs from mtg.					
John Tyler	T719765	08/15/24	2.00	350.42	$700.84
coord of mtgs w/judge. discussion of projects.					

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
John Tyler	T719765	08/16/24	1.00	350.42	$350.42
coord of projects for estimating.					
John Tyler	T722274	08/19/24	2.00	350.42	$700.84
Project scope/estimate discussion. Prep for meeting with Judge.					
John Tyler	T722274	08/20/24	1.00	350.42	$350.42
coord of proj scopes. Project estimate discussion.					
John Tyler	T722274	08/21/24	4.00	350.42	$1,401.68
comm court mtg. coord admin issues with Ross/Robert. Review RFQ questions. Review of final prog sch/estimates.					
John Tyler	T722274	08/22/24	3.00	350.42	$1,051.26
RFQ question responses draft. Judge mtg.					
John Tyler	T722274	08/23/24	2.00	350.42	$700.84
coord of engineering rfq. staffing discussion/projects.					
John Tyler	T724520	08/26/24	1.50	350.42	$525.63
program coord mtg. proj cost estimating.					
John Tyler	T724520	08/27/24	0.50	350.42	$175.21
review of draft estimates.					
John Tyler	T724520	08/28/24	0.50	350.42	$175.21
staff mtg/proj coord.					
John Tyler	T724520	08/29/24	0.50	350.42	$175.21
coord of RFQ Eng responses.					
John Tyler	T724520	08/30/24	0.50	350.42	$175.21
coord of commissioner mtgs.					

Reimbursable Expenses		Invoice Number	Date	Quantity	Unit Rate	Current Billed
Mileage						
Daniel Freeman	E56323		08/07/24	138.00	0.67	$92.46
Travel to Waller Cty Comm Court						
Daniel Freeman	E56323		08/09/24	173.00	0.67	$115.91
Travel to Katy Office for Meeting						
Daniel Freeman	E56323		08/22/24	173.00	0.67	$115.91
Travel to Katy Office for Meeting						
John Tyler	E56405		08/21/24	35.00	0.67	$23.45
Attended Waller Comm Ct.						

Total For Phase: 904 **$75,264.20**

T&M Phase: 905 - Project Coordination

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Engineer-in-Training I					
Brandon Maddox	T716065	08/01/24	9.00	109.51	$985.59
Brandon Maddox	T716065	08/02/24	4.00	109.51	$438.04
Brandon Maddox	T718328	08/05/24	9.00	109.51	$985.59
Brandon Maddox	T719126	08/14/24	3.00	109.51	$328.53
Engineer-in-Training II					
Randy Robles	T723304	08/26/24	1.00	140.79	$140.79
Waller County projects revisions					
Randy Robles	T723304	08/27/24	1.00	140.79	$140.79
Waller County projects revisions					
Randy Robles	T723304	08/28/24	1.00	140.79	$140.79
Waller County projects revisions					
Project Engineer					
Robert Mcbride	T715475	07/30/24	3.00	234.65	$703.95
Estimate review					
Robert Mcbride	T715475	08/01/24	3.00	234.65	$703.95
estimate review					
Robert Mcbride	T717744	08/06/24	3.00	234.65	$703.95
cost estimate					
Robert Mcbride	T717744	08/07/24	3.00	234.65	$703.95
cost estimate					
Robert Mcbride	T717744	08/08/24	3.00	234.65	$703.95
kmz and cost estimate					
Robert Mcbride	T718541	08/13/24	1.00	234.65	$234.65
Estimate review					
Robert Mcbride	T718541	08/15/24	1.00	234.65	$234.65
estimate review					
Robert Mcbride	T720827	08/20/24	3.00	234.65	$703.95
cost estimate					
Robert Mcbride	T720827	08/21/24	3.00	234.65	$703.95
cost estimate					
Robert Mcbride	T720827	08/22/24	1.00	234.65	$234.65
kmz and cost estimate					
Robert Mcbride	T723079	08/27/24	1.00	234.65	$234.65
Estimate review					
Robert Mcbride	T723079	08/29/24	1.00	234.65	$234.65
estimate review					

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Senior Engineer					
Michael Keck	T715438	07/30/24	1.00	297.23	$297.23
Michael Keck	T715438	07/31/24	1.00	297.23	$297.23
Michael Keck	T717707	08/05/24	1.00	297.23	$297.23
Michael Keck	T717707	08/08/24	1.00	297.23	$297.23
Michael Keck	T718505	08/12/24	2.00	297.23	$594.46
Michael Keck	T718505	08/14/24	1.00	297.23	$297.23
Michael Keck	T718505	08/15/24	1.00	297.23	$297.23
Michael Keck	T720790	08/20/24	1.00	297.23	$297.23
Michael Keck	T720790	08/22/24	1.00	297.23	$297.23
Michael Keck	T723042	08/23/24	1.00	297.23	$297.23
Michael Keck	T723042	08/28/24	1.00	297.23	$297.23
Technical Coordinator I					
Kelly Petru	T715717	08/01/24	9.00	172.08	$1,548.72
Kelly Petru	T715717	08/02/24	4.00	172.08	$688.32
Kelly Petru	T717984	08/05/24	6.00	172.08	$1,032.48
Utility Coordinator					
Jose Ramirez	T714352	07/29/24	3.00	172.08	$516.24
KMZ/estimates					
Jose Ramirez	T714352	07/31/24	3.00	172.08	$516.24
Project revisions					
Jose Ramirez	T714352	08/01/24	2.00	172.08	$344.16
KMZ revisions					
Jose Ramirez	T714352	08/02/24	2.00	172.08	$344.16
KMZ revisions					
Jose Ramirez	T716616	08/05/24	5.00	172.08	$860.40
KMZ revisions					
Jose Ramirez	T716616	08/08/24	2.00	172.08	$344.16
pipeline review					
Jose Ramirez	T719429	08/12/24	3.00	172.08	$516.24
KMZ redesign					
Jose Ramirez	T719429	08/13/24	2.00	172.08	$344.16
Design					
Jose Ramirez	T721941	08/20/24	4.50	172.08	$774.36
Estimate Consultant tracking spreadsheet					
				Total For Phase: 905	**$20,657.42**

T&M Phase: 907 - GIS

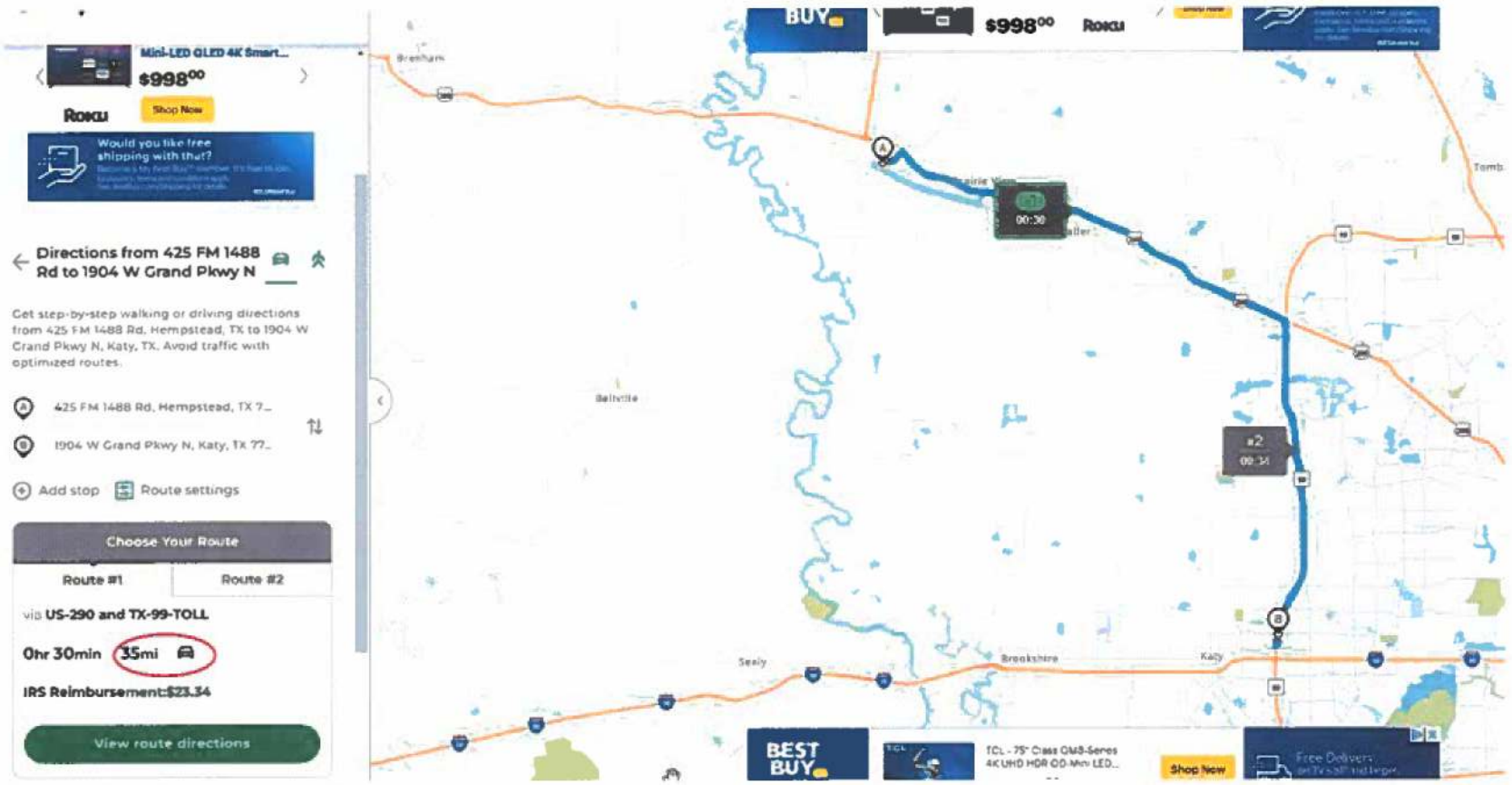
Professional Services		Date	Billed Hours	Billed Rate	Current Billed
GIS Analyst					
Eric Avery	T714927	08/01/24	1.50	90.73	$136.10
GIS Services - Waller County Projects ROW Data Request					
				Total For Phase: 907	**$136.10**

T&M Phase: Z99 - Other Direct Costs

Reimbursable Expenses	Invoice Number	Date	Quantity	Unit Rate	Current Billed
Mileage					
Michael Keck	E56169	05/30/24	50.00	0.67	$33.50
Project Coordination Meeting					
Michael Keck	E56169	06/04/24	90.00	0.67	$60.30
Client Meeting					
Michael Keck	E56169	06/20/24	90.00	0.67	$60.30
Client Meeting					
Michael Keck	E56169	07/01/24	90.00	0.67	$60.30
Client Meeting					
Michael Keck	E56169	07/02/24	90.00	0.67	$60.30
Client Meeting					
Michael Keck	E56169	07/10/24	90.00	0.67	$60.30
Client Meeting					
Michael Keck	E56169	08/12/24	90.00	0.67	$60.30
Client Meeting					
				Total For Phase: Z99	**$395.30**

Total Time and Material Fees	$98,690.05
Total Amount Due	**$98,690.05**

J. Tyler mileage 08/21/24



Item 31.

Expense Sheet - LJA Engineering & Subsidiaries

Employee: Keck, Michael

2024 Second Quarter Expenses

Project/Expense	Project Name	Date	Units	Unit Rate	Cost Amount	Amount To
PM5121-2471.Z99	**Waller County Bond Program Management**					
Mileage		5/30/2024	50.00	0.6700	$33.50	$33.50
Project Coordination Meeting						
PM5121-2471.Z99	**Waller County Bond Program Management**					
Mileage		6/4/2024	90.00	0.6700	$60.30	$60.30
Client Meeting						
PM5121-2471.Z99	**Waller County Bond Program Management**					
Mileage		6/20/2024	90.00	0.6700	$60.30	$60.30
Client Meeting						
PM5121-2471.Z99	**Waller County Bond Program Management**					
Mileage		7/1/2024	90.00	0.6700	$60.30	$60.30
Client Meeting						
PM5121-2471.Z99	**Waller County Bond Program Management**					
Mileage		7/2/2024	90.00	0.6700	$60.30	$60.30
Client Meeting						
PM5121-2471.Z99	**Waller County Bond Program Management**					
Mileage		7/10/2024	90.00	0.6700	$60.30	$60.30
Client Meeting						
PM5121-2471.Z99	**Waller County Bond Program Management**					
Mileage		8/12/2024	90.00	0.6700	$60.30	$60.30
Client Meeting						
				Total To Reimburse		**$395.30**

Signed by	Keck, Michael	**Date**	08/14/2024 10:33 AM
Approved By	ccotter	**Date**	08/17/2024 10:36 AM

Expense Sheet - LJA Engineering & Subsidiaries

Employee: Freeman, Daniel

Travel

Project/Expense	Project Name	Date	Units	Unit Rate	Cost Amount	Amount To
PM5121-2471.904	**Waller County Bond Program Management**					
Mileage		8/7/2024	138.00	0.6700	$92.46	$92.46
Travel to Waller Cty Comm Court						
PM5121-2471.904	**Waller County Bond Program Management**					
Mileage		8/9/2024	173.00	0.6700	$115.91	$115.91
Travel to Katy Office for Meeting						
PM5121-2471.904	**Waller County Bond Program Management**					
Mileage		8/22/2024	173.00	0.6700	$115.91	$115.91
Travel to Katy Office for Meeting						
				Total To Reimburse		**$324.28**

Signed by	Freeman, Daniel	**Date**	08/23/2024 12:15 PM
Approved By	jramos	**Date**	08/25/2024 09:16 PM

Subdivision Development Agreement
Developer Information Form

Legal name of company entering agreement:

54 Acorn Ranch, Ltd. by 54 Acorn Ranch GP Inc.

Type of company (e.g., a Texas limited liability company):

Texas limited partnership (54 Acorn Ranch GP Inc. is a Texas corporation)

Name of subdivision:

Acorn Ranch

If variances, a general plan, etc. have been approved for this subdivision under a different name, what was the subdivision previously called?

Address for legal notices:

(Required) Attention: Sophia Filfil
54 ACORN RANCH GP INC.
9018 Tri City Beach Road
Baytown, Texas 77523

(Optional) With a copy to: Matthew McPhail
Winstead, PC.
600 W. 5th Street, Suite 900
Austin, Texas 78701

Signature block: (signer's name and title, plus any applicable subsidiary or other information)

54 ACORN RANCH, Ltd.
A Texas limited partnership

By: 54 ACORN RANCH GP, Inc.
A Texas corporation
Its General Partner

By: _____
Sophia Filfil

Examples:

REGIONAL DEVELOPERS, LLC

A Texas limited liability company

By: _____

Richard Johnson

Manager

REGIONAL DEVELOPMENT COMPANY

A Texas limited liability company

By: Texas Development Company, Inc.

A Texas corporation,

As Sole Member

By: _____

John Davidson

President

SUBDIVISION DEVELOPMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND 54 ACORN RANCH FOR ACORN RANCH SUBDIVISION

This Subdivision Development Agreement with attached exhibits ("Agreement") is entered into by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and 54 Acorn Ranch, Ltd. ("Developer"), a Texas limited partnership, acting through its General Partner, 54 Acorn Ranch GP Inc., a Texas corporation for the Acorn Ranch subdivision effective as of _____, 2024.

WHEREAS, Developer has purchased or intends to purchase real property in Waller County, Texas, which is more particularly described in Exhibit A and which will be developed into the Acorn Ranch subdivision ("Developer's Property"); and

WHEREAS, Developer desires to develop the property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, etc. detailed in the attached Plan of Development (Exhibit B) and General Land Plan (Exhibit C) and Concept Land Plan (Exhibit D) with the approved variances (Exhibit E); and

WHEREAS, County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

WHEREAS, County desires that the project be developed on the Developer's Property and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of certain variances needed to facilitate the development of Developer's Property, Developer agrees to complete the development subject to certain construction and development standards.

IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURPOSE.** The parties desire to coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, D, and E. Developer and its General Partner agree to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.

2. **ASSIGNMENT.** The parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its exhibits. While Developer and its affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

3. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any exhibits, must be in writing and signed by both parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. Any

enforceable waiver of a provision of this Agreement must be in writing and signed by both parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

4. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.

5. **DEFAULT.** No party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of notice of default from the other party, during which time the defaulting party may cure the default. Absent force majeure or a written extension of the cure period signed by both parties, if the default is not cured within the thirty-day cure period, the non-defaulting party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non-compliance with this Agreement.

6. **NOTICES.** All notices for this Agreement shall be in writing and may be effected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other party in accordance with this section.

Notices mailed to County: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

Notices mailed to Developer: Sophia Filfil
54 ACORN RANCH GP INC.
9018 Tri City Beach Road
Baytown, Texas 77523

With a copy to: Matt McPhail
Winstead PC
600 W. 5th Street, Suite 900
Austin, Texas 78701

7. **CONTRACTING AUTHORITY.** The Waller County Commissioners Court is the contracting authority for County. All amendments, waivers, etc. requiring approval under this Agreement must be approved by the Waller County Commissioners Court on behalf of County.

8. **FORCE MAJEURE.** In this Agreement, force majeure shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the parties that impact a party's inability to perform in a timely manner with the provisions of this Agreement. If a party is wholly or partially unable to perform its obligations under this Agreement due to force majeure, then such party shall give written notice to the other party within ten (10) days of the occurrence of a force majeure event. While a force majeure event may delay or postpone a party's obligations during the continuance of an inability to perform, a force majeure event will not waive or alter the substance of a party's obligations under this Agreement. The party claiming force majeure shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

9. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had

never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

10. **JURISDICTION, VENUE, AND GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

11. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership among the parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.

12. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who is not a party to this Agreement.

13. **INCORPORATION AND ORDER OF PRECEDENCE.** The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof and are enforceable. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) the exhibit with Approved Variances, 3) the exhibit with the Real Property Description, 4) the exhibit with the Plan of Development, 5) the exhibit with the General Land Plan, then 6) any other exhibits.

WALLER COUNTY

_____

Carbett “Trey” J. Duhon III

County Judge

_____

Date

State of Texas §

§

County of Waller §

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

_____

Notary Public, State of Texas

54 ACORN RANCH, Ltd.
A Texas limited partnership

By: 54 ACORN RANCH GP, Inc.
A Texas corporation
Its General Partner

By: _____
Sophia Filfil
Chief Executive Manager

_____
Date

State of _____ §
§
County of _____ §

This instrument was acknowledged before me on the ____ day of _____ 2024, by Sophia Filfil, _____ of 54 ACORN RANCH GP Inc., a Texas corporation and General Partner of 54 Acorn Ranch, Ltd. a Texas Ltd. on behalf of 54 Acorn Ranch, Ltd.

_____
Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Concept Photos

Exhibit E – Approved Variances

Exhibit F – Statutory Verifications

Exhibit G – Memorandum of Agreement

Exhibit A

Real Property Description

FIELD NOTES FOR A 54.93 ACRE TRACT

Being a tract of land containing 54.93 acres (2,059,341 square feet) located in the P. Pevehouse Survey, Abstract Number 235, Waller County, Texas; Said 54.93 acre tract being all of a called 54.928 acre tract recorded in the name of Ray A. Gipson and wife, Betty E. Gipson in Waller County Clerk's File Number (W.C.C.F. No.) 973066, Volume (Vol.) 585, Page (Pg.) 392 of the Waller County Deed Records (W.C.D.R.). Said 54.93 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at 3/4-inch iron rod found at the southwest corner of the herein described tract and being in the northerly right-of-way (R.O.W.) line of Lakeside Drive (60' R.O.W. as recorded in Vol. 185, Pg. 41 and Vol. 242, Pg. 616 W.C.D.R.), said point also being a common corner of Lakeside Estates Section IV, a subdivision of record in Vol. 382, Pg. 910 W.C.D.R.;

Thence, North 02 degrees 02 minutes 03 seconds West, a distance of 291.85 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section IV, to a 5/8-inch iron rod with Miller Survey Group set for an angle point at the southeast corner of Lot 159, from which a disturbed 1-inch iron pipe found for an angle point bears North 87 degrees 17 minutes West, 1.89 feet;

Thence, North 02 degrees 17 minutes 30 seconds West, a distance of 500.37 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section IV, to a 3/8-inch iron rod found for an angle point at the northeast corner of a 20' x 60' road easement at the southeast corner of Lakeside Estates Section 3, a subdivision of record in Vol. 291, Pg. 807 W.C.D.R.;

Thence, North 02 degrees 27 minutes 11 seconds West, a distance of 161.23 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 3, to a 5/8-inch iron rod with Miller Survey Group (MSG) cap set for an angle point;

Thence, North 01 degrees 30 minutes 59 seconds West, a distance of 263.97 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 3, to a 5/8-inch iron rod with Miller Survey Group (MSG) cap set for an angle point for the northeast corner of said Section 3 and being the southeast corner of Lakeside Estates Section 2, a subdivision of record in Vol. 252, Pg. 432 W.C.D.R.;

Thence, North 02 degrees 47 minutes 07 seconds West, a distance of 295.53 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 2, to a 3/4-inch iron rod found for an angle point;

Thence, North 02 degrees 26 minutes 12 seconds West, a distance of 655.78 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 2, to a 1-inch iron pipe found for the northwest corner of the herein described tract in the common line of a called 46.426 acre tract recorded in the name of Dinkins Century Farm LLC in Document Numbers 1604220 and 1604222, Waller County Official Public Records (W.C.O.P.R.);

Thence, North 89 degrees 19 minutes 21 seconds East, a distance of 172.68 feet with the line common to the herein described tract and the south line of said 46.426 acre tract, to a 1-inch iron pipe found for an angle point;

Thence, North 86 degrees 39 minutes 35 seconds East, a distance of 926.46 feet with the line common to the herein described tract, the south line of said 46.426 acre tract, the south line of a called 17.062 acre tract recorded in the name of Dinkins Century Farm LLC in Document Number 1604221 (W.C.O.P.R.) and a called 46.00 acre tract recorded in the name of O. Theodore Dinkins Jr. in Vol. 444, Pg. 179 W.C.D.R. to a 2-inch iron pipe found for the northeast corner of the herein described tract in the west line of Clear Creek Forest Section 8, a subdivision of record in Vol. 238, Pg. 343 W.C.D.R.;

Thence, South 02 degrees 28 minutes 37 seconds East, a distance of 1982.79 feet with the line common to the herein described tract and the west line of said Clear Creek Forest Section 8, to a 5/8-inch iron rod found for an angle point;

Thence, South 02 degrees 12 minutes 04 seconds East, at 199.43 feet passing a 5/8-inch iron rod found, for a total distance of 201.85 feet with the line common to the herein described tract and the west line of said Clear Creek Forest Section 8, to a 5/8-inch iron rod with Miller Survey Group (MSG) cap set for the southeast corner in the north R.O.W. line of Lakeside Drive;

Thence, South 87 degrees 54 minutes 29 seconds West, a distance of 1105.24 feet along the northerly R.O.W. line of said Lakeside Drive to the POINT OF BEGINNING and containing 54.93 acres of land.

NOTES

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY ALAMO TITLE INSURANCE, G.F. No. ATCH-16-ATCH19086610TC, EFFECTIVE DATE OF March 17, 2019, ISSUED DATE OF March 28, 2019, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.

2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.

3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48473C0100E, REVISED DATE OF FEBRUARY 18, 2009, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

4. AS PER ITEM 11 OF THE ALTA/NSPS 2016 REQUIREMENTS, ALL SURFACE UTILITY FEATURES SHOWN HEREON ARE BASED ON OBSERVED SURFACE EVIDENCE AT THE TIME OF THE SURVEY. NO ADDITIONAL UTILITY INFORMATION WAS PROVIDED TO OR OBTAINED BY THE SURVEYOR.

5. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, AT THE TIME OF THE SURVEY.

6. SURVEYOR OBSERVED NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK

7. A METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY. THE METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY HEREON DESCRIBES THE SAME TRACT AS THE LEGAL DESCRIPTION IN SAID COMMITMENT FOR TITLE INSURANCE.

TO: RYAN ROGERS, RAY A. GIPSON, AKA RAY ALVIN GIPSON, AND ALAMO TITLE INSURANCE.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11, 13, 16 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 4TH, 2019.

DATE OF PLAT OR MAP: 17th DAY OF APRIL, 2019

Anthony R. Peacock

ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION No. 5047
PEACOCK@MILLERSURVEY.COM

25072 Lakeside Dr
Hockley, TX 77447

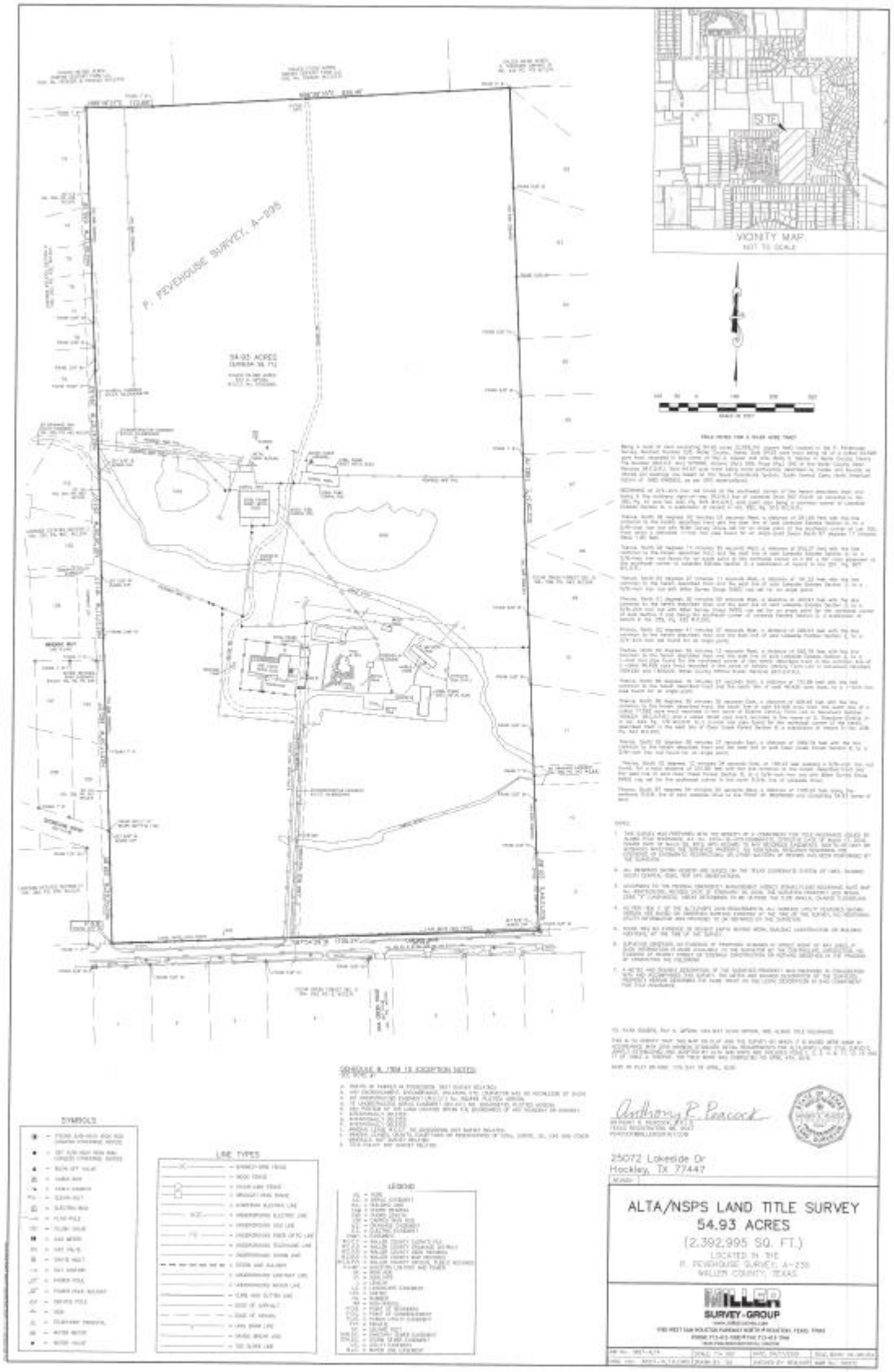

P. PEVEHOUSE SURVEY, A-236
54.93 ACRES
VICINITY MAP
NOT TO SCALE
SYMBOLS
LINE TYPES
LEGEND
Anthony P. Peacock
25072 Lakeside Dr
Hockley, Tx 77447
ALTA/NSPS LAND TITLE SURVEY
54.93 ACRES
(2,392,995 SQ. FT.)
LOCATED IN THE
P. PEVEHOUSE SURVEY, A-236
WALLER COUNTY, TEXAS
MILLER
SURVEY GROUP

Exhibit B

Plan of Development

Acorn Ranch (+/- 55 Acres)

A. Introduction

This proposed development is an important opportunity for Waller County to participate in the strategic planning of a major master planned community, further setting the tone for future development in the area. A General Plan for the overall development (Acorn Ranch) is attached See exhibit C.

The Proposed development plan consists of Single Family Residential development (+/- 188 lots), Parks (+/- 1.2 acres), Trails (+/- 4,000 LF), detention & amenities (+/- 12 acres), wastewater plant +/- .9 acres).Please see ***Exhibit C & D***.

The developer desires to construct a community surrounded by recreational amenities and open space, with a range of housing types and prices.

The Plan of Development ("PD"), its description, rules and regulations shall apply to the entirety of the property as depicted in ***Exhibit D.***

1. This Plan of Development includes the following sections:
    a. Introduction
    b. General Provisions
    c. Land Uses
    d. Development Regulations
    e. Parks, Recreation and Trails
    f. Street Plan & Cross-Sections
    g. Building Regulations

B. General Provisions

1. The PD approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances of the Waller County. If any provision or regulation of any County ordinance applicable in the Acorn Ranch Development is not contained in the PD, all the regulations contained in the County's ordinance applicable to the Acorn Ranch PD in effect on the effective date of this ordinance will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with the provision of this ordinance.

2. If there are any discrepancies between the text of this document and the figures attached, the text shall prevail.

3. The Project shall be developed in accordance with the following figures that are attached to and made part of the PD:

- ***Exhibit A- Real Property Description***
- ***Exhibit B- Plan Of Development***
- ***Exhibit C- General Land plan***
- ***Exhibit D- Conceptual Land Plan***
- ***Figure 1- Street Cross-Section, Local Residential Street***

4. A homeowner's association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves, and community amenities not otherwise dedicated to the public. All land, facilities, underground storm sewers, and appurtenances dedicated to a Municipal Utility District shall be maintained by said District.

5. The homeowner's association shall enforce restrictions regarding on-street parking on residential streets in compliance with the laws of Waller County and the State of Texas. Said restrictions regarding on-street parking cannot be omitted, amended, or changed without the review and favorable vote of the Waller County Commissioner's Court.

6. The developer shall or shall cause its contractor to maintain a maintenance bond which shall commence on the effective date of the acceptance of the roads by the County and continue for a minimum one (1) year period but no longer than the earlier to occur of (a) a two (2) year period or (b) until 100% of the residences within the platted section of the accepted roads are substantially complete.

7. The developer shall prepare and submit a traffic impact analysis to Waller County along with the first preliminary plat submittal.

8. Wastewater treatment will be provided by an on-site wastewater treatment plant that will be owned and operated by the East Waller County Management District. The District is currently working on the design of the WWTP. An effluent discharge permit is also being prepared for submittal to the Texas Commission on Environmental Quality, therefore no permit number information is currently available. The discharge permit and WWTP are being prepared and designed to conform to all applicable regulations from all jurisdictions including Waller County, and the Texas Commission on Environmental Quality.

9. Water distribution will be provided by G & W Water Services.

10. Drainage and detention improvements will be provided in accordance with Waller County criteria, with no impact to downstream property owners. The proposed drainage improvements will consist of an underground storm sewer conduit designed per Waller County design criteria to convey the 2-year event from the lots and streets to the on-site detention basins. The streets will be used to convey the 100-year event to the on-site detention basins. Stormwater will be released at a controlled rate designed to avoid a negative impact to the receiving ditches per the Pending Drainage Impact Analyses.

11. The developer will be required to dedicate ROW and make mitigation improvements if determined they are needed as a result of the Traffic Impact Analysis.

12. Upon 70% build-out, the developer, HOA, or MUD shall enter into an agreement with the Waller County Sheriff's Office for contract deputy services.

13. In the event that the developer intends on utilizing any parcel for multi-family purposes, the developer shall request the consent of the Commissioner's Court.

14. In the event that the developer intends on utilizing any parcel for Build to Rent purposes, the developer shall request the consent of the Commissioner's Court.

C. Land Uses

1. The Developer intends to construct a mixed-use community made up of residential, detention, facilities, recreational amenities and open space.

D. Development Regulations

1. Single-family homes within the PD shall be developed in accordance with the guidelines and ordinances set forth by Waller County except as modified by this Agreement.
2. Below is a list of variances within the PD:
    1. Minimum centerline radius shall be 300 feet, as described in Exhibit D.
    2. Cul-de-sac bulbs shall have a 60-feet right-of-way radius and a 50-feet paving radius, as described in Exhibit D.
    3. Minimum lot size ranges from 40' wide to 50' wide, as described in Exhibit D.

E. Parks, Recreation and Trails

1. An integrated network of open space and recreational amenities shall be agreements set forth by the developer.
2. Parkland / Open space requirements will be provided for lots under 5000 Square feet at a 1 to 1 ratio of square feet.

F. Street Plan and Cross-Sections

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

1. Street cross sections listed below.

    · ***Figure 1*** - Street cross-section, Local Residential Street.

2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.

G. Building Regulations

1. Single-family homes within the PD shall be developed in accordance with the guidelines and ordinances set forth by Waller County except as modified by this Agreement.

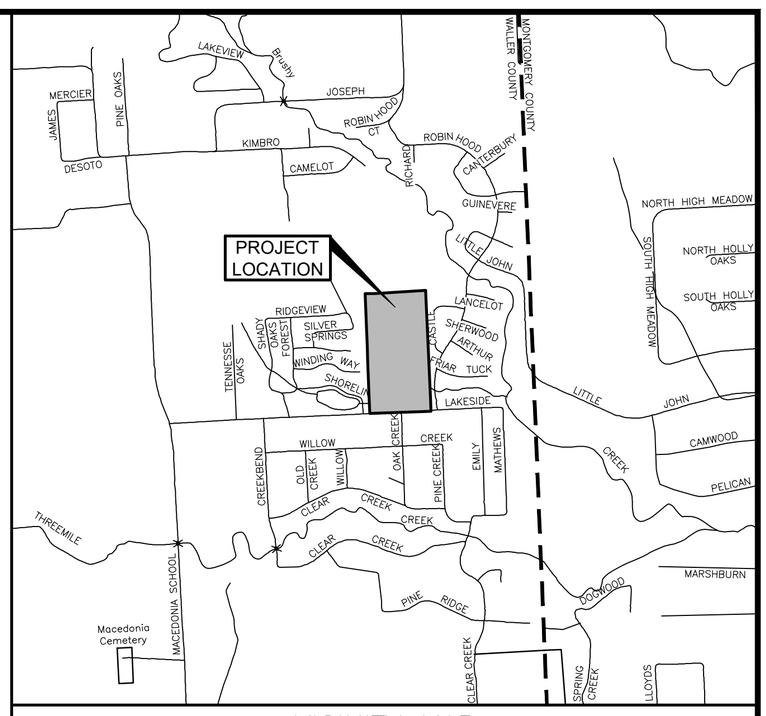
Exhibit C

General Land Plan

100 50 0 100 200 300

SCALE IN FEET
1" = 100'

SYMBOL	DESCRIPTION	RESERVE USE	AREA
A	RESTRICTED RESERVE "A"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	0.839 AC. – 36,557 S.F.
B	RESTRICTED RESERVE "B"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	0.404 AC. – 17,606 S.F.
C	RESTRICTED RESERVE "C"	RESTRICTED TO PARK USE	0.405 AC. – 17,652 S.F.
D	RESTRICTED RESERVE "D"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	2.002 AC. – 87,209 S.F.
E	RESTRICTED RESERVE "E"	RESTRICTED TO PARK USE	0.130 AC. – 5,698 S.F.
F	RESTRICTED RESERVE "F"	RESTRICTED TO WATER PLANT USE	0.681 AC. – 29,690 S.F.
G	RESTRICTED RESERVE "G"	RESTRICTED TO PARK USE	0.151 AC. – 6,620 S.F.
H	RESTRICTED RESERVE "H"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	0.500 AC. – 21,793 S.F.
I	RESTRICTED RESERVE "I"	RESTRICTED TO DETENTION USE	6.714 AC. – 292,471 S.F.
J	RESTRICTED RESERVE "J"	RESTRICTED TO DETENTION USE	3.985 AC. – 173,621 S.F.
K	RESTRICTED RESERVE "K"	RESTRICTED TO PARK USE	0.454 AC. – 19,782 S.F.
TOTAL			16.265 AC. – 708,699 S.F.



VICINITY MAP
SCALE: 1" = 1/2 MILE

CALLED
46.426 ACRES
DINKINS CENTURY FARM LLC.
DOC. No. 1604220 & 1604222 W.C.O.P.R.

CALLED
17.062 ACRES
DINKINS CENTURY FARM LLC.
DOC. No. 1604221 W.C.O.P.R.

CALLED
46.00 ACRES
O. THEODORE DINKINS JR
VOL. 444 PG. 179 W.C.D.R.

S89°19'21"W 172.68'
N86°39'35"E 926.46'
N02°26'12"W 655.78'
N02°47'07"W 295.53'
N01°30'59"W 263.97'
N02°27'11"W 161.23'
N02°17'30"W 500.37'
N02°02'03"W 291.85'
S87°54'29"W 1105.24'
S02°12'04"E 201.85'
S02°28'37"E 1982.79'

LAKESIDE ESTATES SEC 2
VOL. 252, PG. 432, W.C.D.R.

LAKESIDE ESTATES SEC 3
VOL. 291, PG. 807, W.C.D.R.

LAKESIDE ESTATES SECTION IV
VOL. 382, PG. 910, W.C.D.R.

CLEAR CREEK FOREST
VOL. 238, PG. 343, W.C.D

CLEAR CREEK FOREST SEC 6
VOL. 224, PG. 3, W.C.D.R.

20' U.E. VOL. 252, PG. 432 W.C.D.R.
30' DRAINAGE AND UTILITY EASEMENT VOL. 252, PG. 432 W.C.D.R.
20' U.E. VOL. 291, PG. 807 W.C.D.R.
RESERVED UTILITY ESMT.
60' EASEMENT
20' X 60' RETAINED ESMT. W.C.D.R. VOL. 52, PG. 234
20' U.E. VOL. 382, PG. 910 W.C.D.R.
50' D.E. VOL. 238, PG. 343, W.C.D.R.

WINDING WAY (60' R.O.W.)
SHORELINE DRIVE (60' R.O.W.)
LAKESIDE DRIVE (60' R.O.W.)
OAK CREEK ROAD (60' R.O.W.)

(60' R.O.W.) R=300 R=500 25' B.L. 15' B.L.

LOT AND OPEN SPACE/PARK TABLE

40' X 120' +	55 LOTS (29%)
45' X 120' +	70 LOTS (38%)
50' X 120' +	62 LOTS (33%)
TOTAL NO. OF LOTS LESS THAN 5000 S.F.	51 LOTS
AREA OF THE LOTS THAT FALL BELOW 5000 S.F.	9,965 S.F.
TOTAL PARK PROVIDED	44,054 S.F. (1.01 AC.)

ACORN RANCH
GENERAL PLAN

A SUBDIVISION OF 54.93 ACRES OF LAND
LOCATED IN P. PEVEHOUSE SURVEY, A–235
WALLER COUNTY, TEXAS

187 LOTS 5 BLOCKS 10 RESERVES

DATE: SEPTEMBER, 2024 SCALE: 1" = 100'

OWNER:
54 ACORN RANCH, LTD.
9018 TRI–CITY BEACH RD.
BAYTOWN, TEXAS 77523
713–398–7927
SOPHIA FILFIL
SOPHIAFILFIL@GMAIL.COM

ENGINEER
r.g. miller
DCCM
R.G. Miller Engineers, Inc. | TxEng F - 487
16340 Park Ten Place, Ste 350
Houston, TX 77084
713.461.9600 | rgmiller.com

SURVEYOR
MILLER SURVEY
DCCM
Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com

L:\4928_EAST WALLER COUNTY MANAGEMENT DISTRICT\05135.000 ACORN RANCH\CAD\PLAT\ACORN RANCH_GENERAL PLAN_091124.DWG Sep. 11, 2024–4:55 PM CHAD MILLER

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	1	6,113
2	1	6,173
3	1	6,156
4	1	6,205
5	1	6,580
6	1	7,355
7	1	7,717
8	1	6,867
9	1	8,654
10	1	14,463
11	1	9,522
12	1	8,517
13	1	8,742
14	1	7,969
15	1	7,103
16	1	6,658
17	1	6,558
18	1	6,550
19	1	6,542
20	1	6,534
21	1	7,861

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	2	7,827
2	2	6,508
3	2	7,108
4	2	6,274
5	2	5,704
6	2	5,714
7	2	5,725
8	2	5,727
9	2	5,726
10	2	5,724
11	2	5,723
12	2	5,721
13	2	5,720
14	2	5,719
15	2	5,717
16	2	5,715
17	2	5,440
18	2	7,876
19	2	10,783
20	2	7,490

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
21	2	5,413
22	2	5,776
23	2	5,806
24	2	5,837
25	2	5,867
26	2	5,898
27	2	5,928
28	2	5,959
29	2	5,989
30	2	6,020
31	2	6,050
32	2	6,081
33	2	6,111
34	2	6,142
35	2	6,157
36	2	5,916
37	2	9,009
38	2	10,502
39	2	6,830
40	2	5,302

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
41	2	5,715
42	2	5,715
43	2	5,715
44	2	5,715
45	2	5,715
46	2	5,715
47	2	5,715
48	2	5,715
49	2	5,993
50	2	6,538
51	2	7,185
52	2	8,380
53	2	10,306
54	2	10,881
55	2	8,886
56	2	7,231
57	2	6,539
58	2	6,350
59	2	6,530
60	2	6,530

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
61	2	6,350
62	2	6,350
63	2	6,044
64	2	8,227
65	2	11,485
66	2	7,743
67	2	6,035
68	2	6,264
69	2	6,166

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	3	6,550
2	3	6,000
3	3	6,000
4	3	6,000
5	3	6,000
6	3	6,000
7	3	6,600
8	3	7,066
9	3	6,000
10	3	6,550
11	3	8,271
12	3	7,822
13	3	7,838
14	3	7,838
15	3	7,798
16	3	6,508
17	3	6,550
18	3	6,550
19	3	6,000
20	3	6,000
21	3	6,000
22	3	6,000
23	3	5,950
24	3	6,057
25	3	6,057
26	3	7,269
27	3	5,400
28	3	5,400
29	3	5,400
30	3	5,400
31	3	5,400
32	3	5,400
33	3	6,563
34	3	7,685

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	4	9,878
2	4	6,782
3	4	6,251
4	4	5,705
5	4	5,350
6	4	4,888
7	4	4,800
8	4	4,800
9	4	4,800
10	4	4,800
11	4	4,800
12	4	4,800
13	4	4,800
14	4	4,800
15	4	7,373
16	4	7,373
17	4	4,800
18	4	4,800
19	4	4,800
20	4	4,800
21	4	4,800
22	4	4,800
23	4	4,800
24	4	4,800
25	4	4,800
26	4	4,800
27	4	4,800
28	4	4,800
29	4	4,947
30	4	4,800
31	4	5,240
32	4	8,637

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	5	7,373
2	5	4,800
3	5	4,800
4	5	4,800
5	5	4,800
6	5	4,800
7	5	4,800
8	5	4,800
9	5	4,800
10	5	4,800
11	5	4,800
12	5	4,800
13	5	4,800
14	5	4,800
15	5	7,373
16	5	7,373
17	5	4,800
18	5	4,800
19	5	4,800
20	5	4,800
21	5	4,800
22	5	4,800
23	5	4,800
24	5	4,800
25	5	4,800
26	5	4,800
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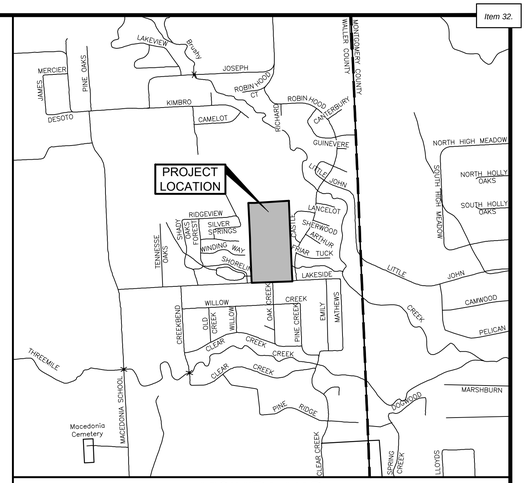
28	5	4,800
29	5	4,800
30	5	4,800
31	5	4,800
32	5	7,373



VICINITY MAP

SCALE: 1" = 1/2 MILE

ACORN RANCH

GENERAL PLAN

A SUBDIVISION OF 54.93 ACRES OF LAND
LOCATED IN P. PEVEHOUSE SURVEY, A-235
WALLER COUNTY, TEXAS

187 LOTS 5 BLOCKS 10 RESERVES

DATE: SEPTEMBER, 2024 SCALE: 1" = 100'

OWNER:

54 ACORN RANCH, LTD.

9018 TRI-CITY BEACH RD.
BAYTOWN, TEXAS 77523
713-398-7927
SOPHIA FILFIL
SOPHIAFILFIL@GMAIL.COM

ENGINEER

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

SURVEYOR

MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100

1760 W. Sam Houston Pkwy N.
Houston, TX 77043

713.413.1900 | millersurvey.com

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Exhibit D

Concept Land Plan

DET.
4 AC.

W.W.T.P.
.9 AC.

DET.
6.7 AC.

LAKESIDE DRIVE

LAND USE SUMMARY

- SFR – 40' X 120' (55) 29%
- SFR – 45' X 120' (70) 38%
- SFR – 50' X 120' (62) 33%
- DETENTION/AMENITY (+/– 10.7 AC.)
- PARK (+/– 1.1 AC.)
- TRAIL (+/– 3,800 L.F.)

THIS EXHIBIT IS A GRAPHICAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND SHOULD NOT BE USED FOR COMPUTATION OR CONSTRUCTION PURPOSES. FURTHER, ALL PROPERTY BOUNDARIES, EASEMENTS, DRAINAGE, FLOODPLAIN AND ENVIRONMENTAL ISSUES AND OTHER INFORMATION SHOWN IS APPROXIMATE AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS DRAWING ARE INTENDED. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ACORN RANCH
SCHEMATIC PLAN

DATE: AUGUST, 2024 SCALE: 1" = 100'
TOTAL LOTS – 187

ENGINEER

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

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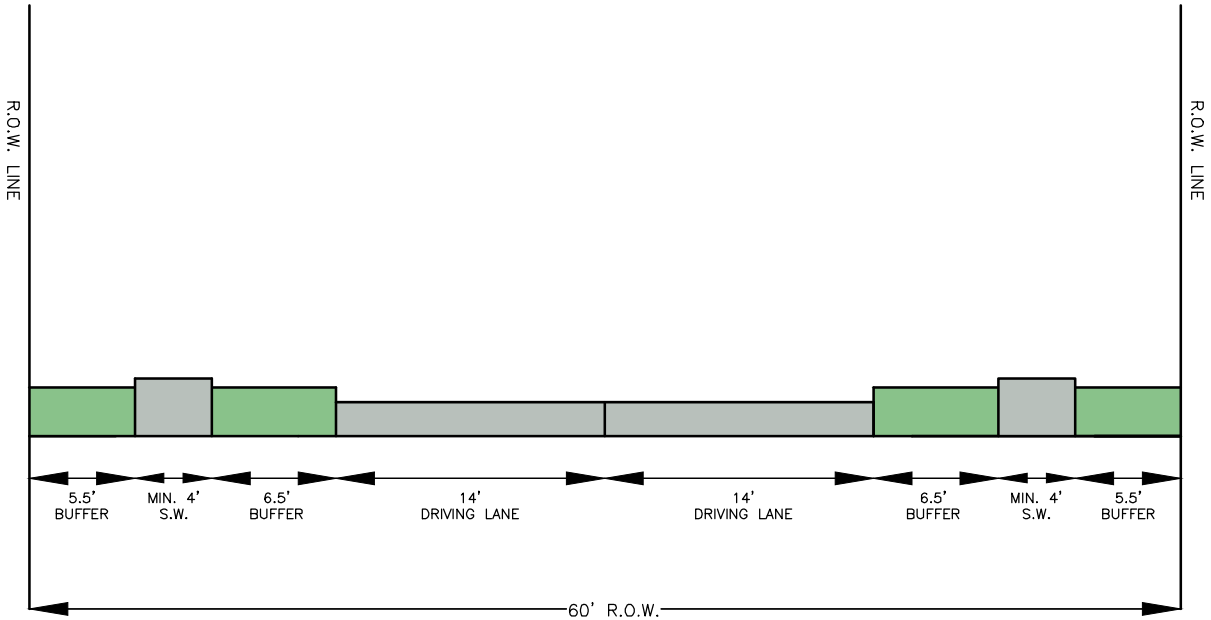
L:\4928_EAST WALLER COUNTY MANAGEMENT DISTRICT\05135.000 ACORN RANCH\ENGINEERING\DEVELOPER AGREEMENT\EXHIBIT 1_LOCAL CROSS SECTION.DWG Aug. 21, 2024--5:34 PM CHRISHONE PETERSON



ACORN RANCH

FIGURE 1 – LOCAL STREET CROSS SECTION

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

DATE: 8/21/2024 SCALE: 1"=10'

Exhibit E

Approved Variances

1. On _____ the Waller County Commissioners Court approved the following variance for 54 Acorn Ranch, Ltd. for the Acorn Ranch subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring a 50-foot minimum lot width

   Approved Variance: 40-foot minimum lot width, with lots ranging from 40 feet to 60 feet wide

2. On _____ the Waller County Commissioners Court approved the following variance for 54 Acorn Ranch, Ltd. for the Acorn Ranch subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum centerline radius of 650 feet on local streets

   Approved Variance: minimum centerline radius of 300 feet on local streets

3. On _____ the Waller County Commissioners Court approved the following variance for 54 Acorn Ranch, Ltd. for the Acorn Ranch subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of 70 feet (radius)

   Approved Variance: minimum right-of-way of 60 feet (radius)

Exhibit F

Statutory Verifications

1.1 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.1 shall survive termination of the Agreement until the statute of limitations has run.

1.2 Verification under Chapter 2252, Texas Government Code. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.2 shall survive termination of the Agreement until the statute of limitations has run.

1.3 No Discrimination Against Fossil-Fuel Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does

business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.3 shall survive termination of the Agreement until the statute of limitations has run.

1.4 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.4 shall survive termination of the Agreement until the statute of limitations has run.

Exhibit G

Memorandum of Agreement

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and 54 ACORN RANCH Ltd. for Acorn Ranch ("Agreement"). The Agreement, dated effective _____, 2024, is identified as Contract ID # _____in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk's Office.

DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Developer:	Forestar (USA) Real Estate Group Inc. Attn: Ms. Justine Collier Klinke 3355 West Alabama, Suite 1240 Houston, Texas 77098 Email: justineklinke@forestar.com
with a copy to:	Allen Boone Humphries Robinson LLP Attn: Christina Miller 3200 Southwest Freeway, Ste. 2600 Houston, TX 77027 Email: cmiller@abhr.com
County:	Waller County Judge 425 FM 1488, Ste. 106 Hempstead, TX 77445

7. **Assignment**. The County acknowledges that rights and obligations accrued under this Agreement are intended to facilitate the development of the Project by Developer or its Affiliate entities and that while Developer or its affiliate entities will be the primary actor in the grading and laying out of single-family lots and commercial parcels, the Parties acknowledge and agree that this Agreement is not intended to prevent the construction of single-family homes and commercial structures and their appurtenant infrastructure by a variety of builders who will purchase portions of the Project from Developer or its Affiliate entities from time to time, so long as that construction complies with the terms of this Agreement. Assignment of rights under this Agreement to a developer other than Developer or its Affiliate entities for the grading and laying out of lots and commercial parcels shall require approval by of the County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and approved successors and assigns. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

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

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

9. **Invalidity and Enforcement**.

a. If any portion of this Agreement is held invalid or inoperative under applicable law, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative and severable therefrom, and effect shall be given to the intent manifested by the portion held invalid or inoperative and such portion shall be deemed reformed in accordance with such manifest intent so as to be enforceable to the fullest extent permitted by applicable law.

b. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

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

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

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

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

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

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

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

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

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

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

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

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

Contract ID#_____

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

[EXECUTION PAGES TO FOLLOW]

Contract ID#_____

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

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

_____

[SEAL] Notary Public, State of Texas

Contract ID#_____

Waller County,
a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF WALLER §

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

_____

[SEAL] Notary Public, State of Texas

Contract ID#_____

Exhibit A
Metes and Bounds of the Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract ID#_____

Exhibit B
Plan of Development

ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

EXHIBIT 'B'
PLAN OF DEVELOPMENT
OAK RIDGE

A. Introduction

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

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

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

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

1. This Plan of Development includes the following sections:

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

B. General Provisions

1. The PD approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances of the County. If any provision or regulation of any County ordinance applicable in the Oak Ridge Plan of Development is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Oak Ridge PD in effect on the effective date of this ordinance will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this Development Agreement.

2. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.

3. The Project shall be developed in accordance with the following figures that are attached to and made part of this PD:

   Figure 1 - Boundary Exhibit
   Figure 2 - Conceptual Plan
   Figure 3 - Landscape and Open Space Plan
   Figure 4 - Street Type Designation Map
   Figure 5 - Street Cross-Section, Local Residential Street
   Figure 6 - Street Cross-Section, Collector Street
   Figure 7 - Fence Exhibit
   Figure 8 - Field Store Road Potential Realignment Exhibit

4. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.

5. The homeowners' association shall enforce deed restrictions.

6. Developer agrees to provide "Increased Standard" street concrete thickness as provided in the table below, unless a geotechnical analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case the "Minimum Standard" below shall be provided with the recommended subgrade composition per the analysis.

Paving Standards	Local Streets	Collector Streets
Minimum Standard	6" thick concrete	7" thick concrete
Increased Standard	7" thick concrete	8" thick concrete

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

8. Waller County Municipal Utility District No. 65 shall be created upon the property associated with the Project described in Exhibit 'A' to the Agreement. The target date for such creation is the end of the second quarter of calendar year 2025.

9. Law Enforcement; The Developer, the Homeowners' association to be created by Developer (the "HOA"), or the Municipal Utility District shall contract with the Waller County Sheriff's Office to provide supplemental police protection services to the Developer's Property by a deputy sheriff at 50% buildout.

10. The developer shall provide a fee in lieu of making improvements to Joseph Road. The current cost to construct one half of a major thoroughfare boulevard is approximately $375 per linear foot. Since the Project has approximately 4,200 linear feet of frontage along Joseph Road, the developer shall provide $1,575,000 to Waller County in a piecemeal fashion along with each final plat submittal that abuts Joseph Road proportional to the overall Joseph Road frontage. If the cost to construct one half of a major thoroughfare boulevard has decreased by the time of final plat submittal, the developer shall be permitted to submit a revised cost estimate for improvements to Joseph Road to reflect the updated cost and, upon the County's approval of the revised cost estimate figures, shall only be obligated to pay the County the revised cost.

11. Two drainage channels cross the tract from north to south and drain to Spring Creek.

12. The tract is located within the San Bernard Electric Cooperative Inc. service area.

C. Land Uses

1. The maximum number of single-family lots shall not exceed 800 lots (unless additional tracts of land are acquired and added to this PD).

2. Within the boundary of the proposed Plan of Development, land shall be dedicated for parks and open space purposes, which area shall equal one acre per 54 dwelling units. Land used for parks and open space area shall have a minimum frontage of 60 feet on a public street. A parkland dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the parkland are described in Section E. Each plat does not need to stand on its own regarding parkland dedication, as parkland dedication shall be considered on a project total basis.

3. Multi-family development shall be prohibited within the Project.

D. Development Regulations

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

1. The maximum number of lots shall not exceed 800 lots (unless additional tracts of land are acquired and added to this PD).

2. Minimum lot size: 45 feet minimum width as approved by variance by Commissioner's Court on _____, and described in Exhibit D.

3. Maximum lot coverage: 65% percent calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.

4. Minimum front yard building setback: 25 feet; measured from the front property/right-of-way line.

5. Minimum side yard building setbacks: five feet for interior, non-corner lots and the non-street side of corner lots; 15 feet exterior side yard for corner lots. Minimum 25 feet garage setback if the garage door faces the side street.

6. Minimum rear yard building setback: 10 feet.

7. Minimum setback from a major thoroughfare: 25 feet measured from the street right-of-way line.

8. The minimum right-of-way width for local streets within the PD shall be 60 feet. The minimum right-of-way width for collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on _____, and described in Exhibit D.

9. For local streets, curves shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius of 50 feet. The provisions of this standard were approved by variance by Commissioner's Court on _____, and are further described in Exhibit D.

10. For collector streets, curves shall have a minimum centerline radius of 650 feet with reverse curves separated by a tangent distance of not less than 150 feet, as approved by variance by Commissioner's Court on _____, and described in Exhibit D.

11. Cul-de-sac bulbs shall have a right-of-way radius of 60 feet and a paving radius of 50 feet as approved by variance by Commissioner's Court on _____, and described in Exhibit D.

12. Compensating open space will be required for lots less than 5,000 square feet in area. Plats for lots below 5,000 square feet must include lot size tables to delineate this requirement. 200 square feet of compensating open space is required per lot.

Standards for Compensating Open Space:

a) Compensating open space may be used to reduce the minimum lot size requirement only to the extent that the area proposed to be dedicated to compensating open space meets the standards of this section.

b) The following areas shall not be used for or considered compensating open space:
   1) Areas designated or used as lots or building sites for dwelling units, utility or storage purposes, carports or garages;
   2) Driveways, private roadways, or streets;
   3) Private medians less than 12' wide; or
   4) Detention ponds, drainageways, water areas including floodplains and floodways, or ravines.

c) Compensating open space shall be reasonably dry and flat, unless the area is within an open space amenities plan approved separately by county staff. Landscape buffers are permitted to be considered as compensating open space provided that they meet the criteria listed in subsections (d) and (e).

d) The minimum size of any area used for compensating open space shall be 240 square feet, with dimensions of 12' by 20'.

e) Any area used for compensating open space:
   1) Shall be restricted for the use of owners of property in and residents of the subdivision;
   2) Shall be owned, managed and maintained under a binding agreement among the owners of property in the subdivision;
   3) Shall be accessible to all the residents of the subdivision; and
   4) Shall be located within each respective subdivision where necessary. However, where excess compensating open space has been provided in a previously approved plat, the excess compensating open space may be allocated for the adjacent subdivision provided that the respective compensating open space reserve is within 500' of said plat boundary.

13. Shade Trees:

a) All lots shall have a minimum of one tree, planted in the front yard setback. The trees must be a minimum of 2.5 inches in caliper width and a minimum height of eight feet as measured at the tree trunk from the ground as planted.

b) On corner lots, one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback.

14. Parking:

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

a) Resident Parking Vehicles of residents shall be parked in the resident's garage or driveway.

b) Guest parking Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers, such as landscapers, construction workers, or plumbers, but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.

c) Enforcement The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the Parking Restrictions to be contained in separately filed covenants and restrictions.

15. Screening:

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

b) Where residential lots are platted adjacent to major collectors, enhanced cedar fencing shall be built along the back or side lot line adjacent to said major collectors, as shown on Figure 7 - Fence Exhibit.

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

1. At least 50% of the area required for parks and open space shall be provided by private neighborhood park land consisting of the following:

a) Pocket parks: recreation reserves of a minimum 1/4 acre.

b) Community parks: recreation reserves of a minimum of 1/2 acre.

c) Trails: incorporated into the design of maintenance berms surrounding wet detention ponds. The maintenance berm shall have an average width of at least 30 feet and a minimum width of 20 feet, with 100% of the maintenance berm acreage counted

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

2. Each home shall be located within 1/4 mile of a pocket park or 1/2 mile of a community park.

3. The remainder of the acreage required for parks and open space may be provided by the following:

   a) Unencumbered landscape buffer and open space

   b) Land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics, if it complies with criteria listed below:
      1) Areas along lake and drainage channel borders have an average width of at least 30 feet and a minimum width of 20 feet; and
      2) Side slopes do not exceed a four to one (4:1) ratio; and
      3) Is not a maintenance berm that is counted as parkland in the previous section.

4. All pocket parks; community parks; unencumbered landscape buffer and open space; and land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall comply with the criteria listed below:

   a) Front a minimum of 60 feet on a public street.

   b) Contain additional man-made improvements provided by the developer such as: concrete cart paths, sidewalks, benches, playgrounds, or shelters that facilitate an active/passive human recreational role.

5. Minimum four-foot-wide sidewalks shall be provided along both sides of local residential streets and along the maintenance berms of wet detention ponds. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards.

6. Minimum four-foot-wide sidewalks shall be provided along both sides of internal collectors within the property. At the discretion of the developer, an eight-foot-wide joint use trail may be constructed on only one side of the right-of-way in lieu of two separate five-foot-wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. And if so provided, the HOA or District, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.

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

F. Street Plan and Cross-Sections

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

1. Street cross sections listed below:

   Figure 5 - Street cross-section, Local Residential Street.
   Figure 6 - Street cross-section, Collector Street

2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.

3. Roundabouts shall be permitted along the collector streets shown in Figure 4 – Street Type Designation Map for the purpose of enhancing traffic safety, improving traffic flow, and ensuring efficient transportation within Oak Ridge. The eastern roundabout shall be located within the 60' right-of-way and have one lane. The western roundabout shall have a 100' right-of-way radius and have two lanes. The right-of-way for this roundabout shall be dedicated, but the roundabout shall not be constructed at this time.

4. As shown in Figure 4 – Street Type Designation Map, the existing Field Store Road will be extended within the Project between the intersection with Joseph Road and the intersection with the internal collector street. Field Store Road will terminate at the internal collector street with a standard intersection.

   However, as shown in Figure 8 – Field Store Road Potential Realignment Exhibit, the County has the option to further extend Field Store Road to the north and to construct a roundabout at the intersection. A corridor will be preserved within the Project that the County may acquire to extend Field Store Road. Sufficient right-of-way will also be dedicated at the intersection so the County may construct a roundabout[1]. The corridor will be provided in lieu of right-of-way dedication for the further extension of Field Store Road to provide flexibility to the County and adjacent property owners. It will also prevent the need to construct a dead-end street by the developer.

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

G. Building Regulations

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

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), fiber cement siding (i.e. Hardie Plank siding), and glass, and shall comprise at least 70% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings) and 50% of the remaining façades.

2. Secondary exterior finishes shall include wood and ceramic tiles.

3. Use of architectural metals may include canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.

4. The following building materials shall not be used on the exterior finish:
   a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding.
   b) plastic, or fiberglass panels.
   c) Smooth or untextured concrete surfaces.
   d) Exterior Insulated Finish Systems (E.I.F.S.).
   e) Unfired or underfired clay, sand, or shale brick.

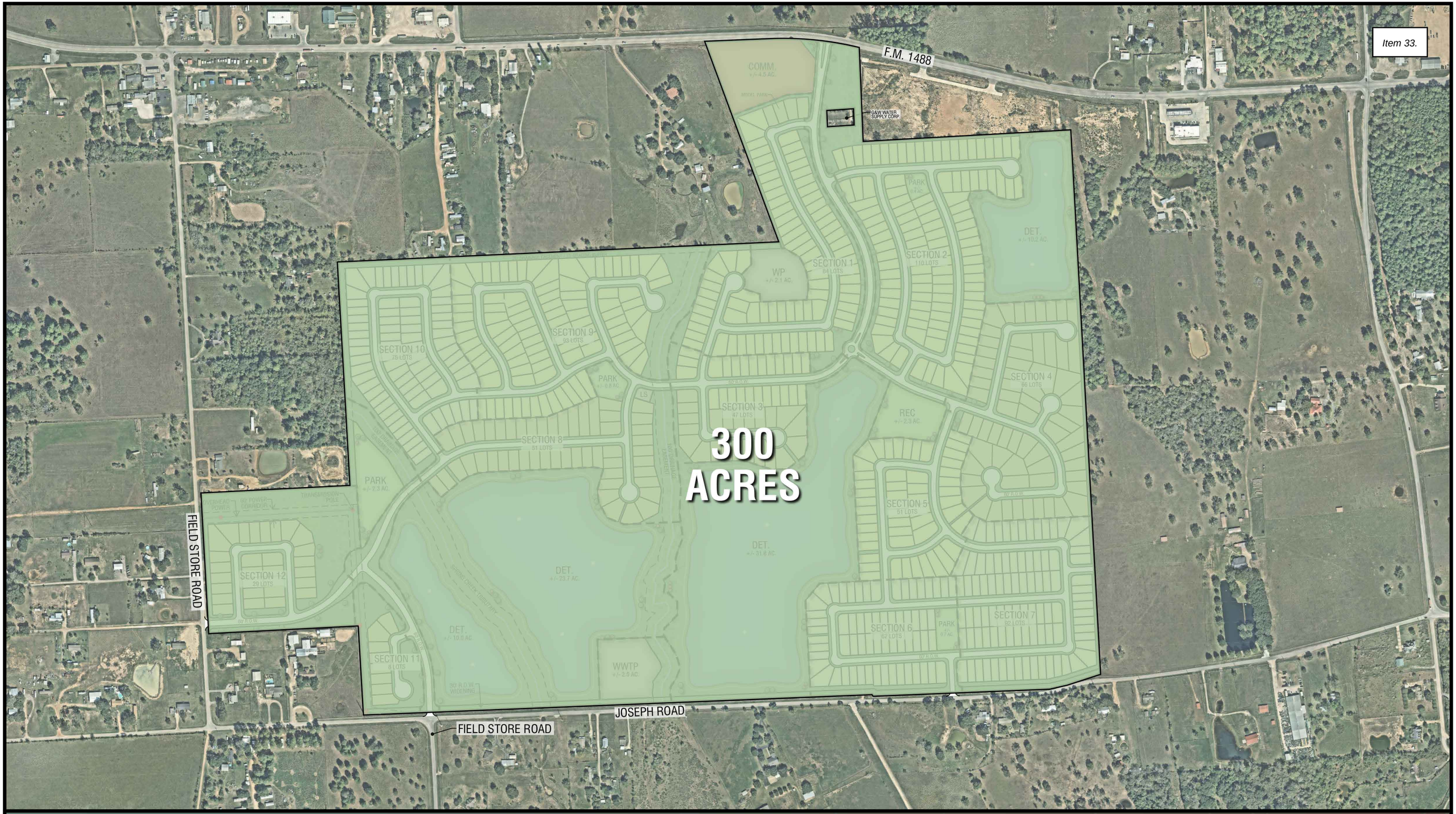


Figure 1: Boundary Exhibit

Waller County, Texas

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

NORTH

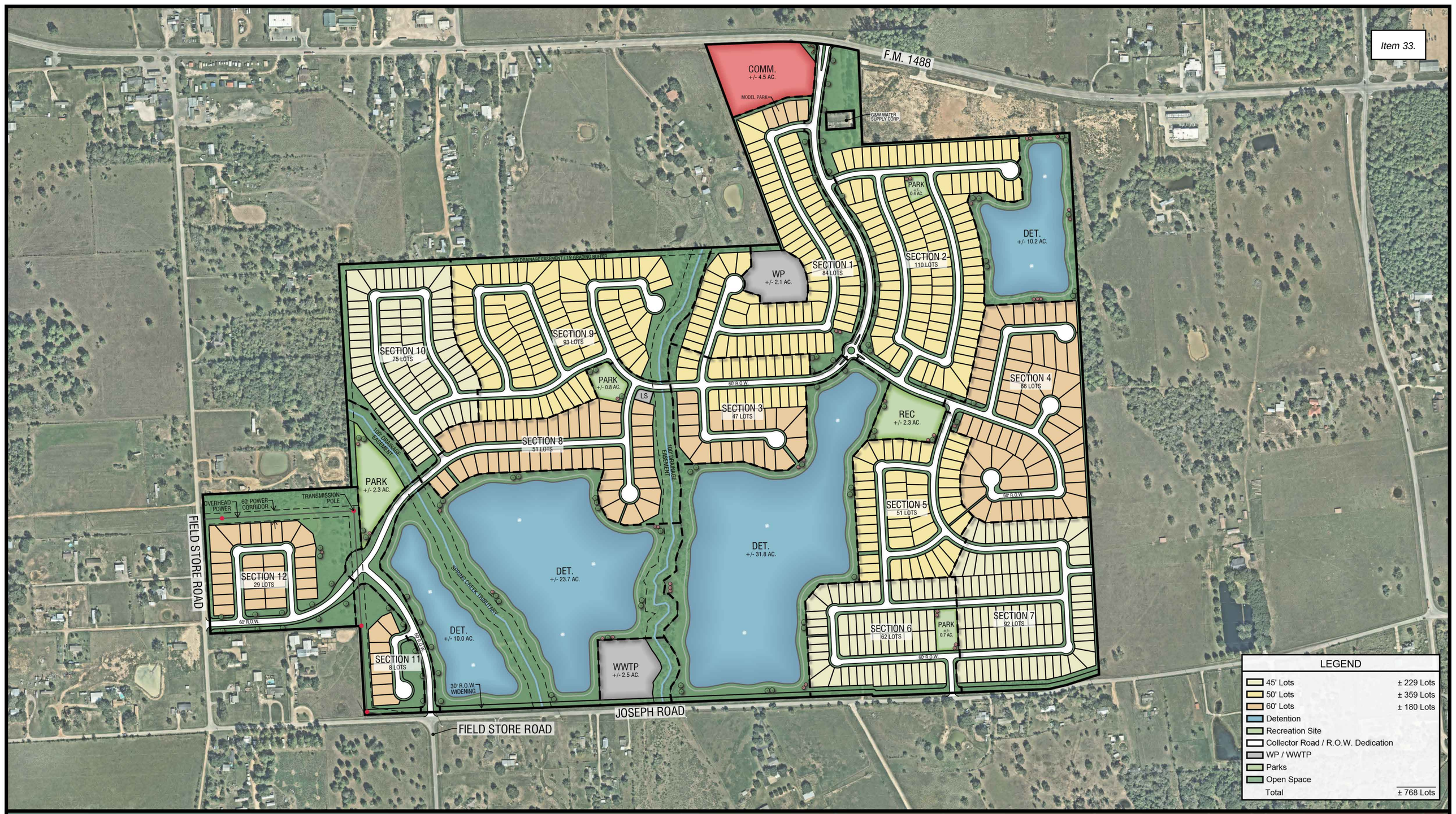
EHRA JOB NO.
241-013-00

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

EHRA
ENGINEERING THE FUTURE
SINCE 1936

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

P:\241-013-00\LandPlan\Development Agreement\For Exhibit Prep\Figure 1 - Boundary Exhibit.dwg Jul 23, 2024-9:25am Edited by: PLipetska



LEGEND	
45' Lots	± 229 Lots
50' Lots	± 359 Lots
60' Lots	± 180 Lots
Detention	
Recreation Site	
Collector Road / R.O.W. Dedication	
WP / WWTP	
Parks	
Open Space	
Total	± 768 Lots

Figure 2: Conceptual Plan

Waller County, Texas

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

NORTH

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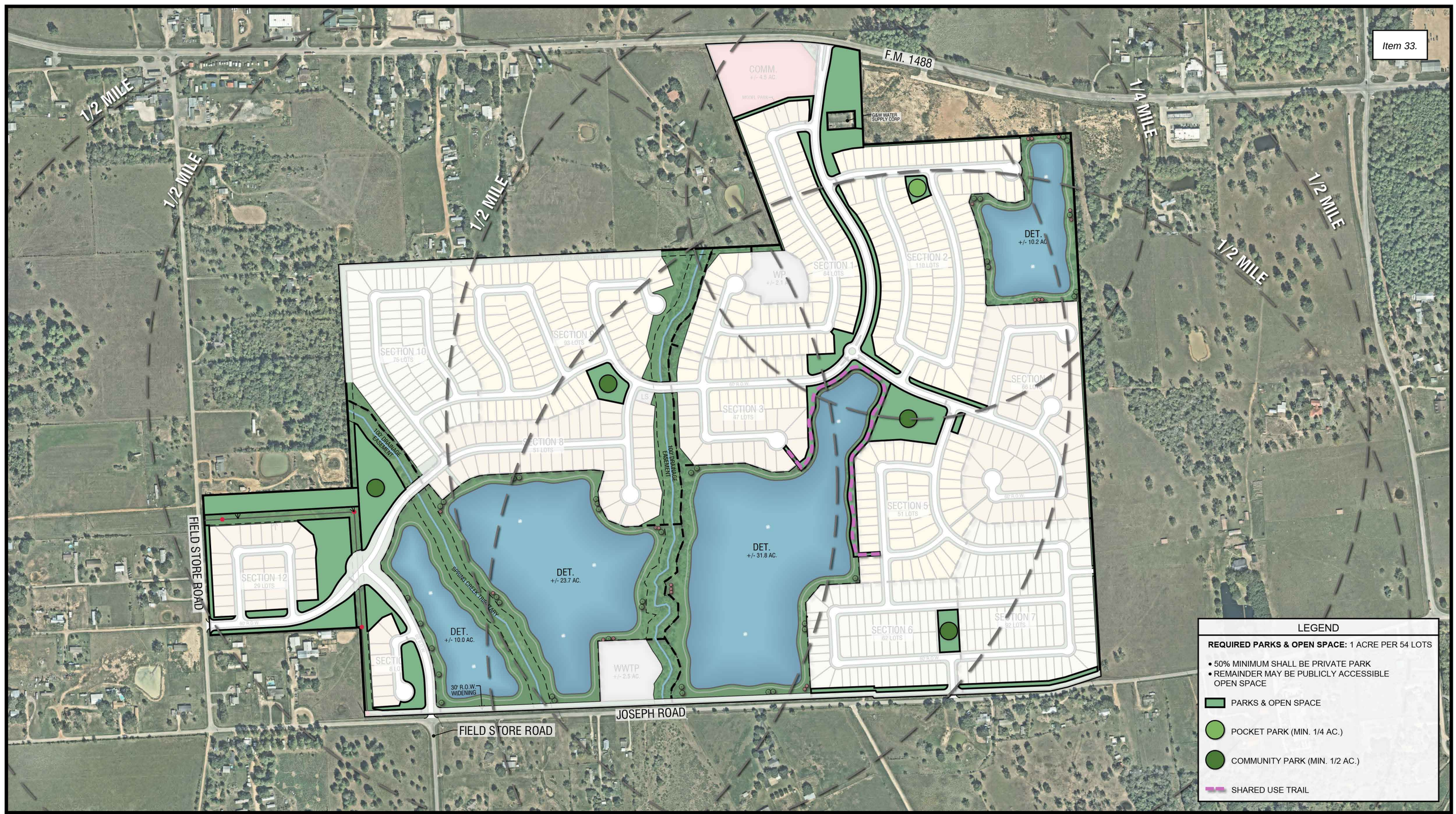
P:\241-013-00\LandPlan\Development Agreement\For Exhibit Prep\Figure 2 - Conceptual Plan.dwg Jul 23, 2024-9:24am Edited by: PLipetska



LEGEND

REQUIRED PARKS & OPEN SPACE: 1 ACRE PER 54 LOTS

- 50% MINIMUM SHALL BE PRIVATE PARK
- REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE

PARKS & OPEN SPACE

POCKET PARK (MIN. 1/4 AC.)

COMMUNITY PARK (MIN. 1/2 AC.)

SHARED USE TRAIL

Figure 3: Landscape and Open Space Plan

Waller County, Texas

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

NORTH

EHRA JOB NO.
241-013-00

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SINCE 1936

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EHRATEAM
TBPE No. F-726
TBPLS No. 10092300

P:\241-013-00\LandPlan\Development Agreement\For Exhibit Prep\Figure 3 - Landscape and Open Space Plan.dwg Jul 23, 2024-10:07am Edited by: PLipetska

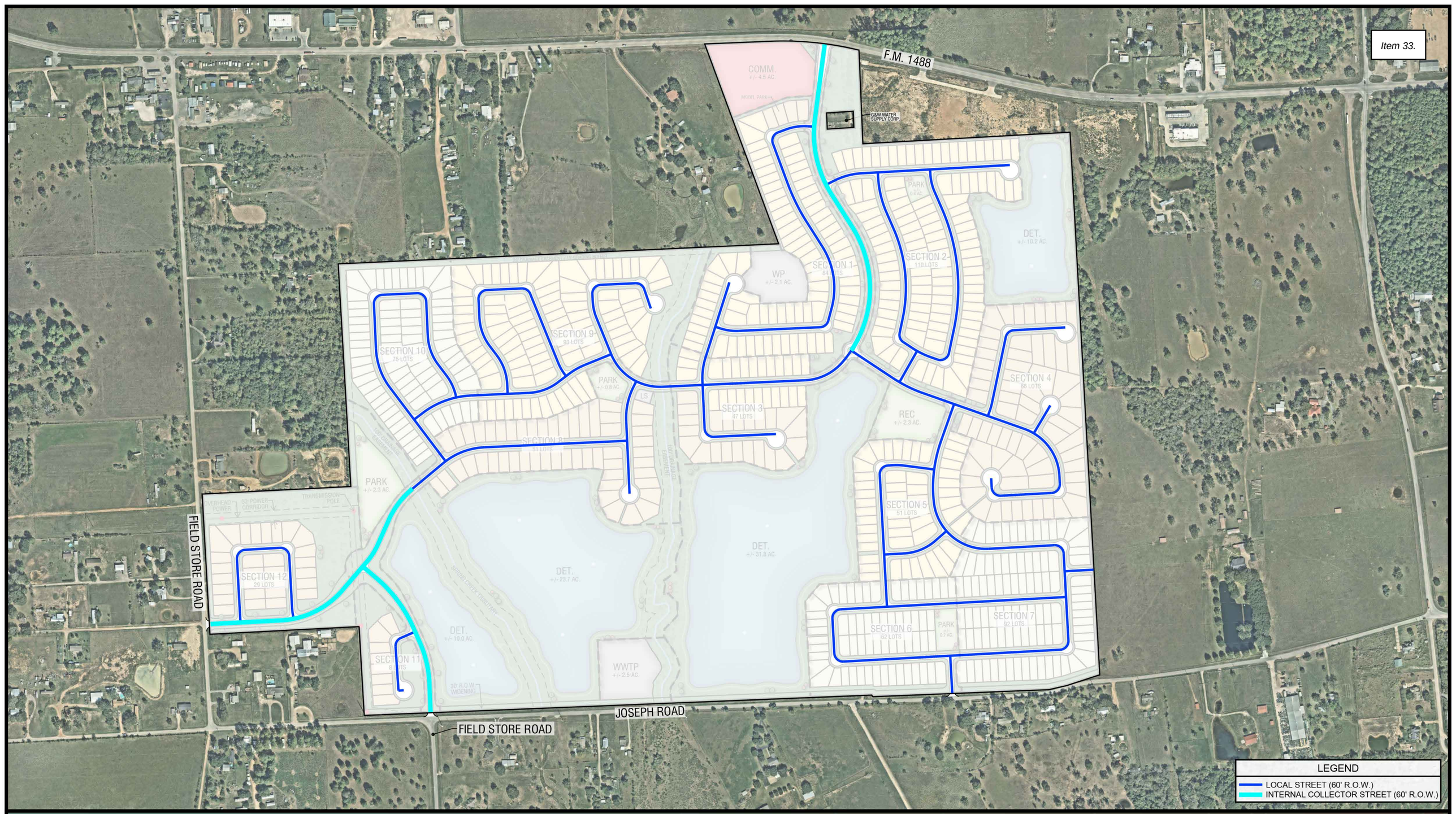

Figure 4: Street Type Designation Map

Waller County, Texas

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

NORTH

EHRA JOB NO.
241-013-00

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EHRA
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SINCE 1936

10011 MEADOWGLEN LANE
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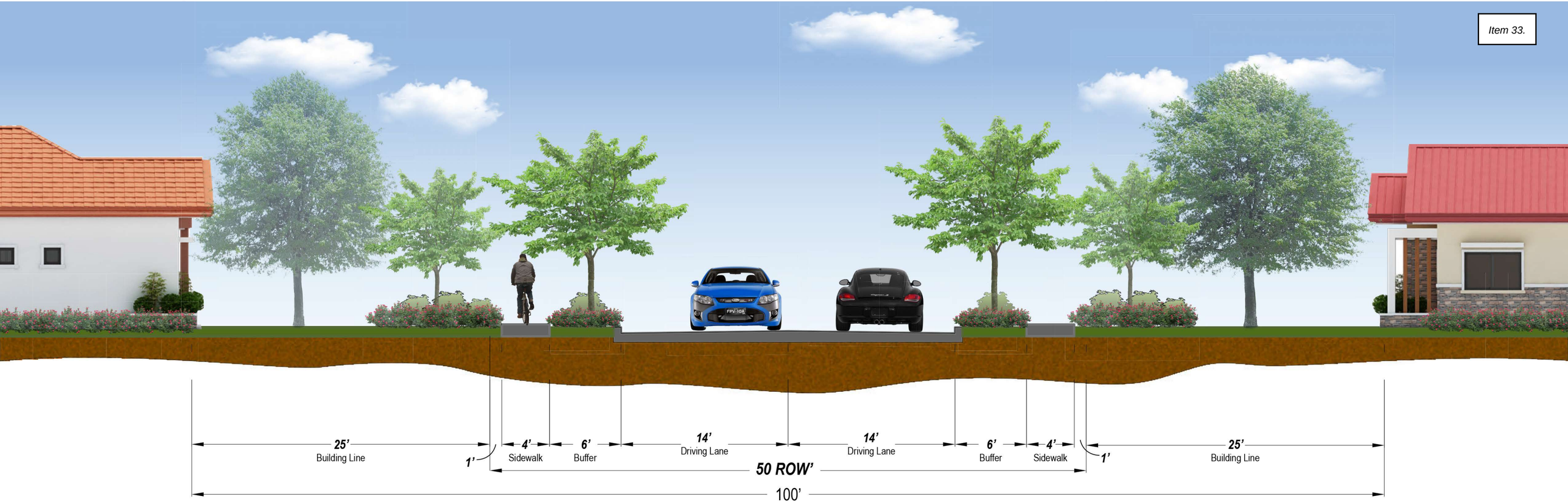
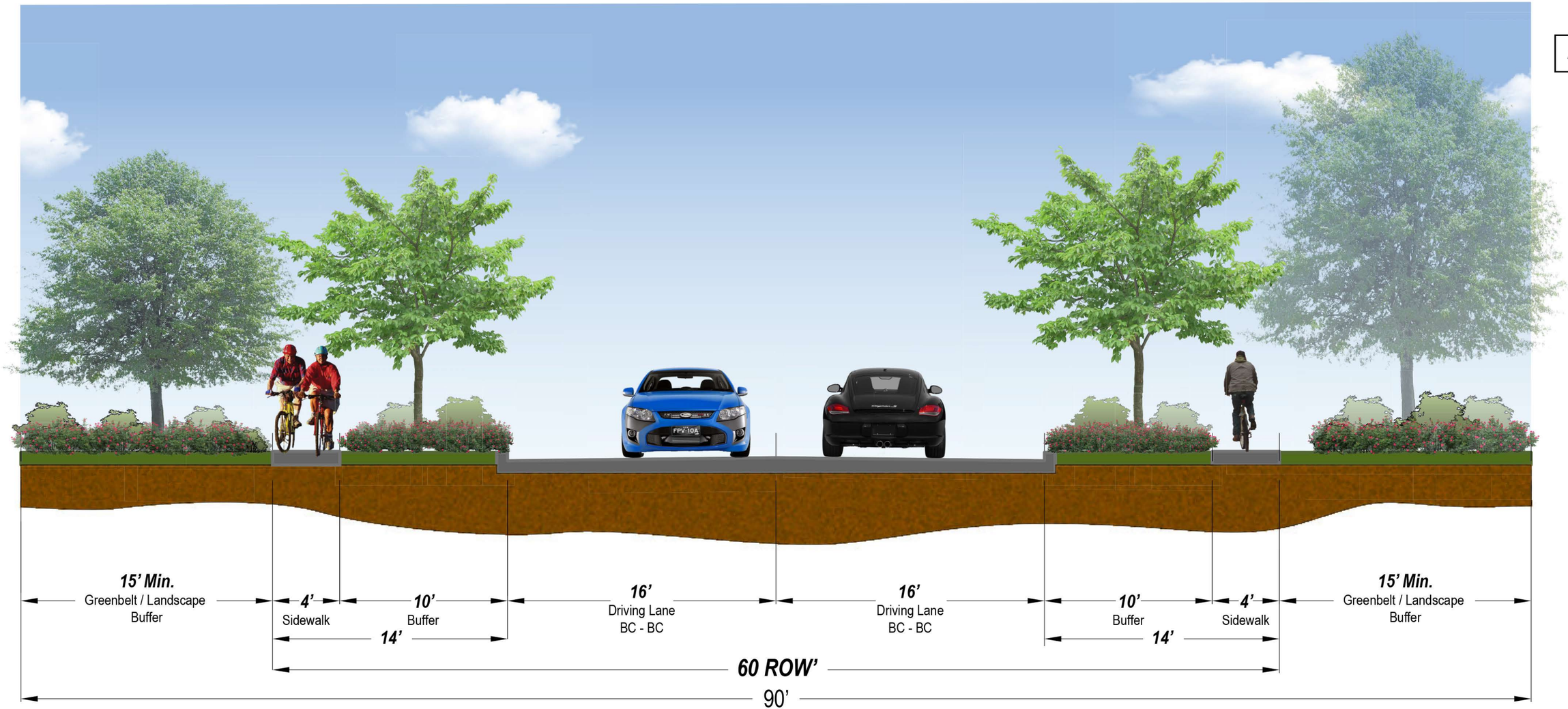
713.784.4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

P:\241-013-00\LandPlan\Development Agreement\For Exhibit Prep\Figure 4 -Street Type Designation Map.dwg Jul 23, 2024-10:13am Edited by: PLipetska



Street Cross Section | Residential Street



Street Cross Section | Collector Street

ENHANCED CEDAR FENCING EXAMPLE

NOTE: THE ABOVE IMAGE IS A CHARACTER IMAGE ONLY. THE EXACT STYLE, HEIGHT, AND COLOR MAY VARY UPON CONSTRUCTION.

8' MASONRY/PRE-CAST CONCRETE FENCE EXAMPLE

NOTE: THE ABOVE IMAGE IS A CHARACTER IMAGE ONLY. THE EXACT STYLE, HEIGHT, AND COLOR MAY VARY UPON CONSTRUCTION.

LEGEND

- 8' MASONRY/PRE-CAST CONCRETE FENCE
- ENHANCED CEDAR FENCING

NOTE: IF THERE ARE STRUCTURAL CONCERNS RELATED TO THE LOCATION OF ANY RETAINING WALLS TO ANY MASONRY/PRE-CAST CONCRETE WALLS, DEVELOPER SHALL BE ALLOWED TO NEGOTIATE AN ALTERNATIVE SOLUTION WITH THE COUNTY ENGINEER.

Figure 7: Fence Exhibit

Waller County, Texas

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

NORTH

EHRA JOB NO.
241-013-00

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EHRA
ENGINEERING THE FUTURE
SINCE 1936

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EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

P:\241-013-00\LandPlan\Development Agreement\For Exhibit Prep\Figure 7 - Fence Exhibit.dwg Sep 11, 2024-4:19pm Edited by: PLipetska

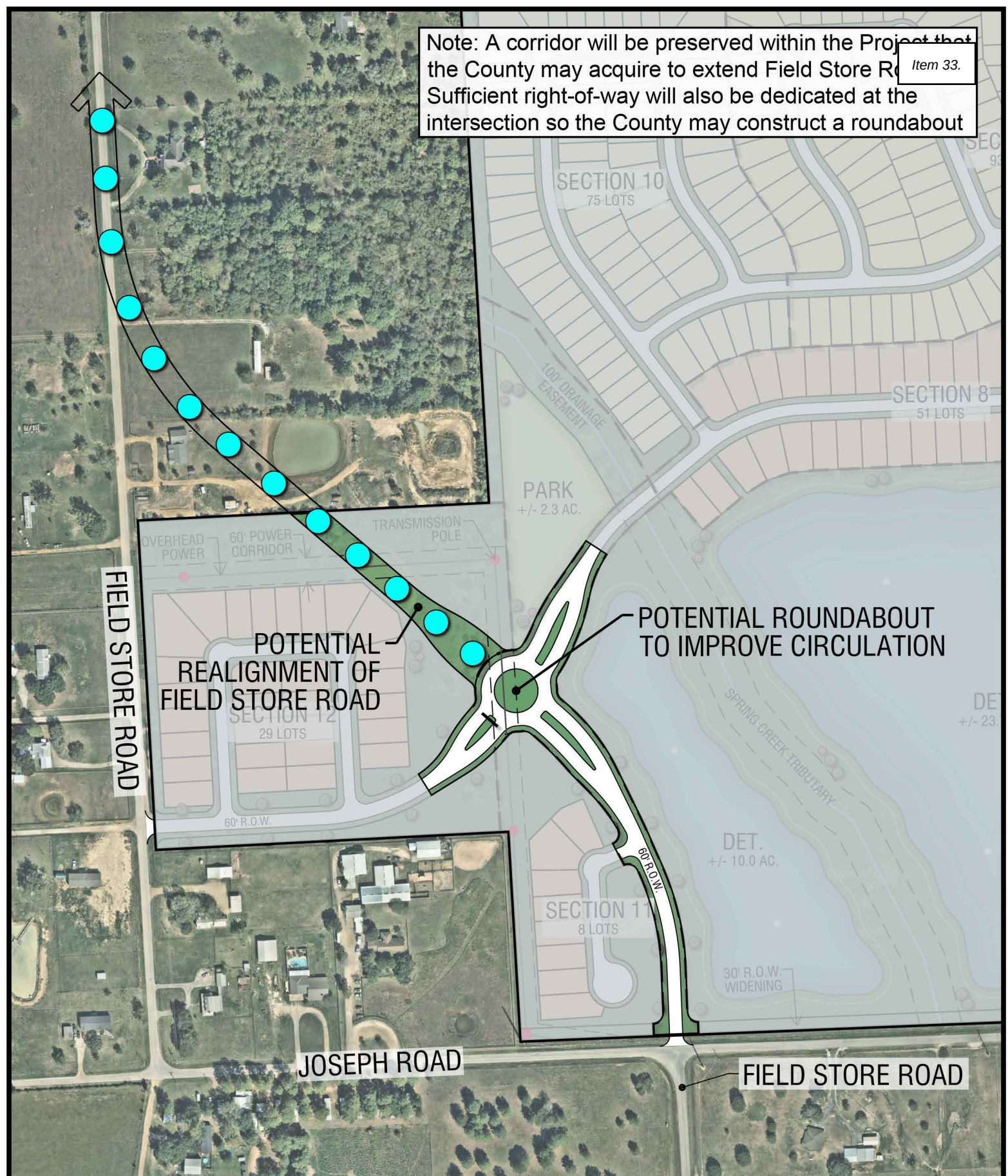

Figure 8: Field Store Road Potential Realignment Exhibit

Waller County, Texas

0 75' 150' 300'

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

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

EHRA JOB NO.
241-013-00

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

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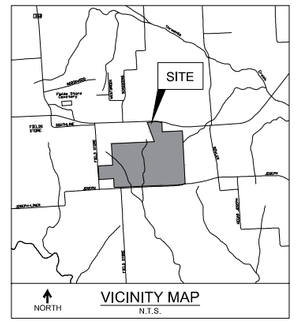
P:\241-013-00\LandPlan\Development Agreement\For Exhibit Prep\Figure 8 - Field Store Road Exhibit.dwg Jul 23, 2024-10:49am Edited by: PLipetska

Contract ID#_____

Exhibit C
General Plan



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 indicates Radius.
   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 45 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 centerline radius for local streets to 300 feet with a minimum tangent of 50 feet between reverse curves.
7. 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.
8. Phasing, section lines, and ultimate lot count subject to change.
9. The property subdivided in the foregoing general plan lies in Waller County, Waller Independent School District, and future W.C.M.U.D. No. 65.
10. The proposed extension of Field Store Road is based on the centerline of the pavement of existing Field Store Road, rather than the centerline of the right-of-way.

LINE TABLE

LINE	ANGLE	DISTANCE
L1	S 77°10'54" E	28.72'
L2	S 71°57'27" W	197.50'
L3	S 77°12'27" W	103.40'
L4	N 37°17'33" W	11.50'
L5	N 86°18'03" E	160.00'
L6	S 02°07'35" W	99.99'
L7	S 86°18'03" W	160.00'
L8	N 02°22'36" W	100.50'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,859.88'	485.21'	S 84°51'13" E	483.85'

45' Wide Lots (Typ.): 229 Lots
50' Wide Lots (Typ.): 359 Lots
60' Wide Lots (Typ.): 180 Lots
Total Lots: 768 Lots

Phase 1 Lots: 512 Lots
Phase 2 Lots: 256 Lots
Total Lots: 768 Lots

EHRA
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRATEAM
TBPE No. F-726
TBPLS No. 100386-00
Engineering That Performs
Since 1946

No warranty or representation of accuracy is made by EHRA as to the completeness of plans and specifications and plans are subject to change.

EHRA JOB NO.
241-013-00

NORTH
SCALE: 1"=200'
0' 100' 200' 400'

August 2024

Oak Ridge General Plan

A Subdivision of 300.14 acres out of the John Reese Survey, A-242, Waller County, Texas.

Owners: Bud Adams Ranches Inc.
Joseph & Alice Guillen

P:\241-013-00\Plat\GP\Oak Ridge_General Plan_revised Aug 13, 2024-1156am Edited by: Rpertsio

Contract ID#_____

Exhibit D
Approved Variances

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

July, 2024

J. Ross McCall, PE
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Oak Ridge Variance Request** – Collector Street Centerline Minimum Radius

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 60' wide right-of-way for collector streets for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

Variance Request

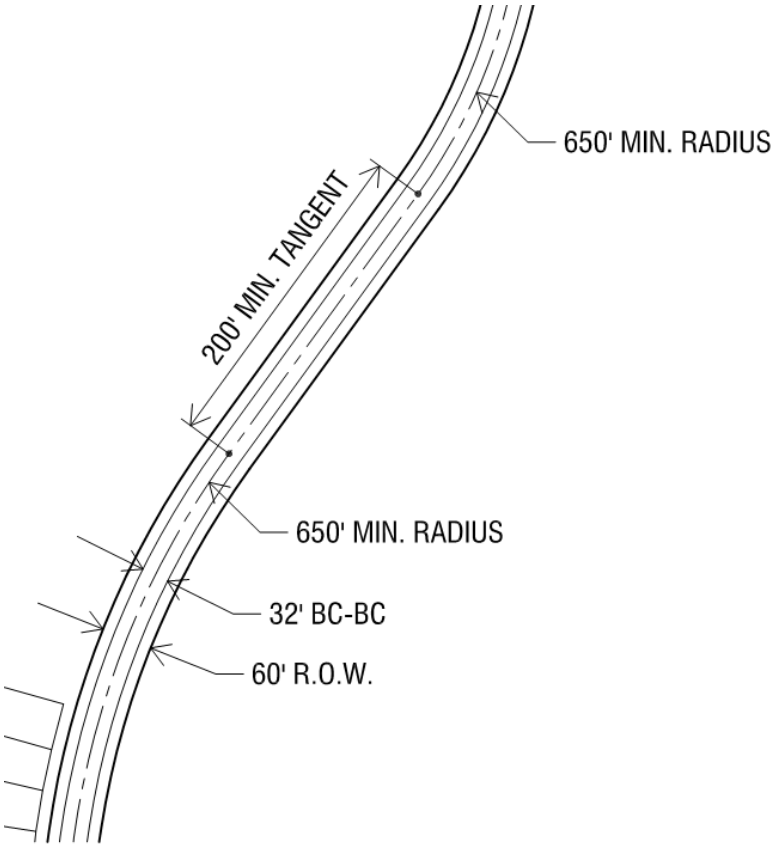
App. A.4.2.5: 1,200' minimum centerline radius.

We are requesting a variance to reduce the minimum collector street centerline radius from 1,200' to 650'. Reverse curves shall also be separated by a tangent distance of not less than 200'. This variance meets the purpose of the minimum centerline radius because it maintains the flow of traffic while also enhancing the safety of the community. A 1,200' minimum centerline radius forces streets to be straighter, which allows cars to drive at higher speeds. Reducing the minimum centerline radius to 650' allows the streets to be more curvilinear. Because of the changes in direction, streets with more curves compel drivers to slow down. Reduced driving speeds, as a result, create a safer environment for both drivers and pedestrians within the neighborhood. Reduced driving speeds will be enforced by designing to

a 35 MPH speed limit, instead of the typically required 45 MPH design speed. The roundabout at the terminus of the collector street further serves to slow down traffic and improve safety, and it demonstrates the desire for this road not to be considered like a typical collector street.

A minimum 650’ centerline radius is also appropriate for this development because this collector street serves a different purpose than a typical collector street. This collector street does not connect two major thoroughfares, but instead it functions as the community entry road and distributes traffic to the different neighborhood sections. It is suitable for this neighborhood collector street to have smaller centerline radii to create a pleasant, winding entryway for residents and their guests. This is also congruent with other developments of this type. Many successful master planned communities utilize smaller centerline radii to create curvy neighborhood collector roads that serve as spine streets. Emulating current thriving master planned communities will ensure that Oak Ridge is also successful, which will in turn be of great benefit to Waller County.

Diagram: Minimum Centerline Radius and Tangent
650’ Minimum Centerline Radius
200’ Minimum Centerline Tangent Distance between Curves
60’ Right of Way
32’ Back of Curb to Back of Curb



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer, AICP, PLA
Associate | Co-Practice Area Leader

EHRA
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SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

July, 2024

J. Ross McCall, PE
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Oak Ridge Variance Request** – Collector Street Right-of-Way Width

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 60' wide right-of-way for collector streets for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

Variance Request

App. A.4.2.2: 80' minimum right-of-way width for collector streets.
We are requesting a variance to reduce the minimum collector street right-of-way width from 80' to 60'. This variance will only affect the width of the right-of-way, not the width of the roadway itself. The pavement cross section will be 32' from back of curb to back of curb which meets the collector road requirements for the County and will ensure the efficient flow of traffic. The reason for this variance request is to allow for minimum 10' wide landscape buffers on either side of the collector street. These landscape buffers will improve the quality of the community by providing more space for trees, shrubs, and sidewalks along the collector road that will serve as the primary entry for residents and guests. Furthermore, the County benefits by having the same roadway width as typical but having less landscape area to maintain since the 10' landscape buffers will now be maintained by the future MUD/HOA.

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer, AICP, PLA
Associate | Co-Practice Area Leader

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

July, 2024

J. Ross McCall, PE
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Oak Ridge Variance Request** – Cul-de-sac Radius

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for cul-de-sacs with 50' right-of-way radius and 28' pavement radius for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

Variance Request

App. A.4.3.4: 70' right-of-way radius and 50' paving radius for cul-de-sacs.

We are requesting a variance to reduce the minimum cul-de-sac right-of-way radius from 70' to 60'. The pavement radius for cul-de-sacs will still match the County standards at 50', but the reduction of right-of-way radius for cul-de-sacs will allow for greater flexibility with land planning efforts and will not hinder the ability to provide utilities between the edge of pavement and the right-of-way line. Additionally, the reduced distance between the pavement edge and right-of-way will generate more space between driveways on cul-de-sacs, which will enhance the visual character of the neighborhood.

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.
Sincerely,

Brad Sweitzer, AICP, PLA
Associate | Co-Practice Area Leader

ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

July, 2024

J. Ross McCall, PE
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Oak Ridge Variance Request** – Local Street Centerline Minimum Radius

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 60' wide right-of-way for collector streets for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

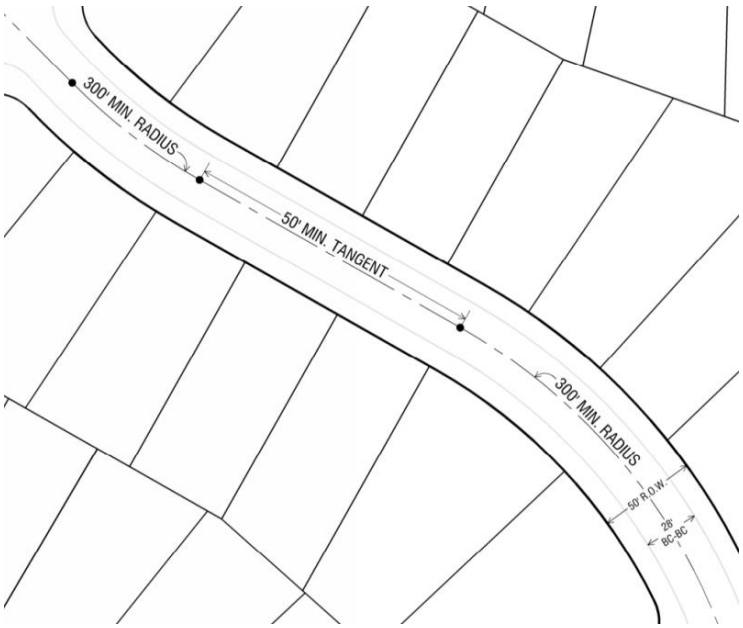
Variance Request

App. A.4.3.5: 650' minimum centerline radius.

We are requesting a variance to reduce the minimum centerline radius for local streets from 650' to 300'. This shall not apply to "L type" intersections, which shall have a minimum centerline radius of 50'. Reverse curves shall also be separated by a tangent distance of not less than 50'. This variance meets the purpose of the minimum centerline radius because it enhances the safety of the neighborhood. A 650' minimum centerline radius forces streets to be straighter, which allows cars to drive at higher speeds. Reducing the minimum centerline radius to 300' allows the streets to be more curvilinear. Because of the changes in direction, streets with more curves compel drivers to slow down. Reduced driving speeds, as a result, create a safer environment for both drivers and pedestrians within the neighborhood. A minimum 300'

centerline radius is also congruent with other developments of this type. Many successful master planned communities utilize smaller centerline radii to create street patterns that facilitate a wide range of housing types, recreational amenities, and open spaces. Emulating current thriving master planned communities will ensure that Oak Ridge is also successful, which will in turn be of great benefit to Waller County.

Diagram: Minimum Centerline Radius and Tangent
300’ Minimum Centerline Radius
50’ Minimum Centerline Tangent Distance between Curves
50’ Right of Way
28’ Back of Curb to Back of Curb



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, AICP, PLA
Associate | Co-Practice Area Leader

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

July, 2024

J. Ross McCall, PE
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Oak Ridge Variance Request** – Lot Width

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 45' wide lots for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Oak Ridge Tract is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

Variance Request

Sec. 3.4.7: Minimum lot size width of 50 feet.
We are requesting variance to reduce the minimum lot size requirement from 50' to 45'. To achieve the market absorption and velocity necessary for a successful development, a variety of lots sizes is being proposed to provide a diversity of housing types, sizes, and prices. A deviation from the minimum lot size width will provide the ability to incorporate narrower lots that will be in alignment with market demands. Various types of housing options are in high demand due to the current demographics and the developer is seeking to meet current needs. The variation in lot width will be compensated with enhanced landscape and open space requirements throughout the development. In lieu of larger side yards there will be an investment in outdoor amenities and community parks. The quality of the development will be achieved and maintained through the employment of design guidelines and deed restrictions. The average sale

price of homes will range from $310,000 to $475,000. Quality will also be maintained by requiring minimum amounts of brick, masonry, and other high quality finishes that will be enforced through the deed restrictions and codified in the “Development Agreement”.

Below is a representative sample of the homes we plan to build within Oak Ridge on 45’ wide lots (expected ASP $310K-350K):

50' wide lots (expected ASP $350K-390K) and 60' wide lots (expected ASP $400K-475K) are also proposed, but they are not pictured since the variance does not pertain to these homes.

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, AICP, PLA
Associate | Co-Practice Area Leader

MEMORANDUM OF AGREEMENT

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

WALLER COUNTY, TEXAS

_____
Carbett "Trey" J. Duhon III
Waller County Judge

Date:_____

STATE OF TEXAS §

COUNTY OF WALLER §

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

_____
Notary Public, State of Texas

[S E A L]

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

By:_____

Title:_____

Date :_____

STATE OF _____ §

COUNTY OF _____ §

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

_____
Notary Public, State of _____

[S E A L]

EXHIBIT A

Real Property Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICATION: *Khalid Khan and Nuzhat Khan are requesting to be allowed to revise West Magnolia Forest, Lots 41 and the east 88.5 feet of Lot 42.* The revision will *create three residential lots.* These newly configured lots would consist of *two 5.000 acre lots and one 5.509 acre lot. West Magnolia Forest* is situated in the *Owen Wingfield Survey, Abstract No. 269,* Waller County, Texas recorded in Volume 192, Page 324, in the Deed Records of Waller County, Texas.

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 *October 2, 2024 at 9:00 a.m.* at the Waller County Joe Kuciemba Annex, 425 FM 1488, Hempstead, TX 77445.

STATE OF TEXAS

COUNTY OF WALLER

WE, KHALID A. KHAN AND NUZHAT KHAN, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE MAP OF THE WEST MAGNOLIA FOREST, LOT 41 AND EAST 88.5 FEET OF LOT 42, 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.

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

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY AND SHALL BE ENFORCEABLE AT THE OPTION OF WALLER COUNTY, BY WALLER COUNTY, OR ANY CITIZEN THEREOF, BY INJUNCTION AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.

2. ALL STOCK ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.

3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND ONE QUARTERS (1-1/4) SQUARE FEET (15" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS. ALTHOUGH DIP-STYLE DRIVEWAYS ARE ENCOURAGED WHERE APPROPRIATE.

4. PROPERTY OWNERS WILL OBTAIN DEVELOPMENT PERMITS/PERMIT EXEMPTIONS FROM THE COUNTY FLOODPLAIN ADMINISTRATOR FOR ALL DEVELOPMENT.

5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED IN THE SUBDIVISION RESTRICTIONS AS FILED SEPARATELY FOR RECORD AT PAGE 221, VOLUME 268 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE AFORESAID, 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 MY HAND IN WALLER COUNTY, TEXAS, THIS ___DAY OF _____,2023.

BY _____
KHALID A. KHAN, OWNER

BY _____
NUZHAT KHAN, OWNER

STATE OF TEXAS

COUNTY OF WALLER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KHALID A. KHAN AND NUZHAT KAHN, KNOWN TO ME TO BE THE PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED IT FOR THE PURPOSES AND CONSIDERATION SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ___DAY OF _____, 2023.

_____
NOTARY PUBLIC
IN AND FOR WALLER COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF WALLER

WE, CAPITAL FARM CREDIT, FLCA, OWNER AND HOLDER OF A LIEN AGAINST THE ABOVE-DESCRIBED PROPERTY, THE LIEN, BEING EVIDENCED BY AN INSTRUMENT OF RECORD UNDER INSTRUMENT NUMBER 1802478, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS SUBORDINATE TO THE SUBDIVISION AND DEDICATION THE LIEN, AND WE CONFIRM THAT WE ARE THE PRESENT OWNER OF THE LIEN AND HAVE NOT ASSIGNED THE SAME, NOR ANY PART.

BY _____
NAME AND TITLE
CAPITAL FARM CREDIT, FLCA

STATE OF TEXAS

COUNTY OF WALLER

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 THEY EXECUTED IT FOR THE PURPOSES AND CONSIDERATION SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ___DAY OF _____, 2023.

_____
NOTARY PUBLIC
IN AND FOR WALLER COUNTY, TEXAS

APPROVED BY COMMISSIONERS COURT OF WALLER COUNTY, TEXAS, THIS___ DAY OF _____, 2023 A.D.

_____
CARBETT J. DUHON, III
COUNTY JUDGE

_____ _____
JOHN ALLEN 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

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

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE _____ DAY OF _____, 2023, A.D. AT _____ O'CLOCK _____, M. IN FILE # _____ OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, FOR SAID COUNTY.

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

_____
DEBBIE HOLLAN
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY_____
DEPUTY

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

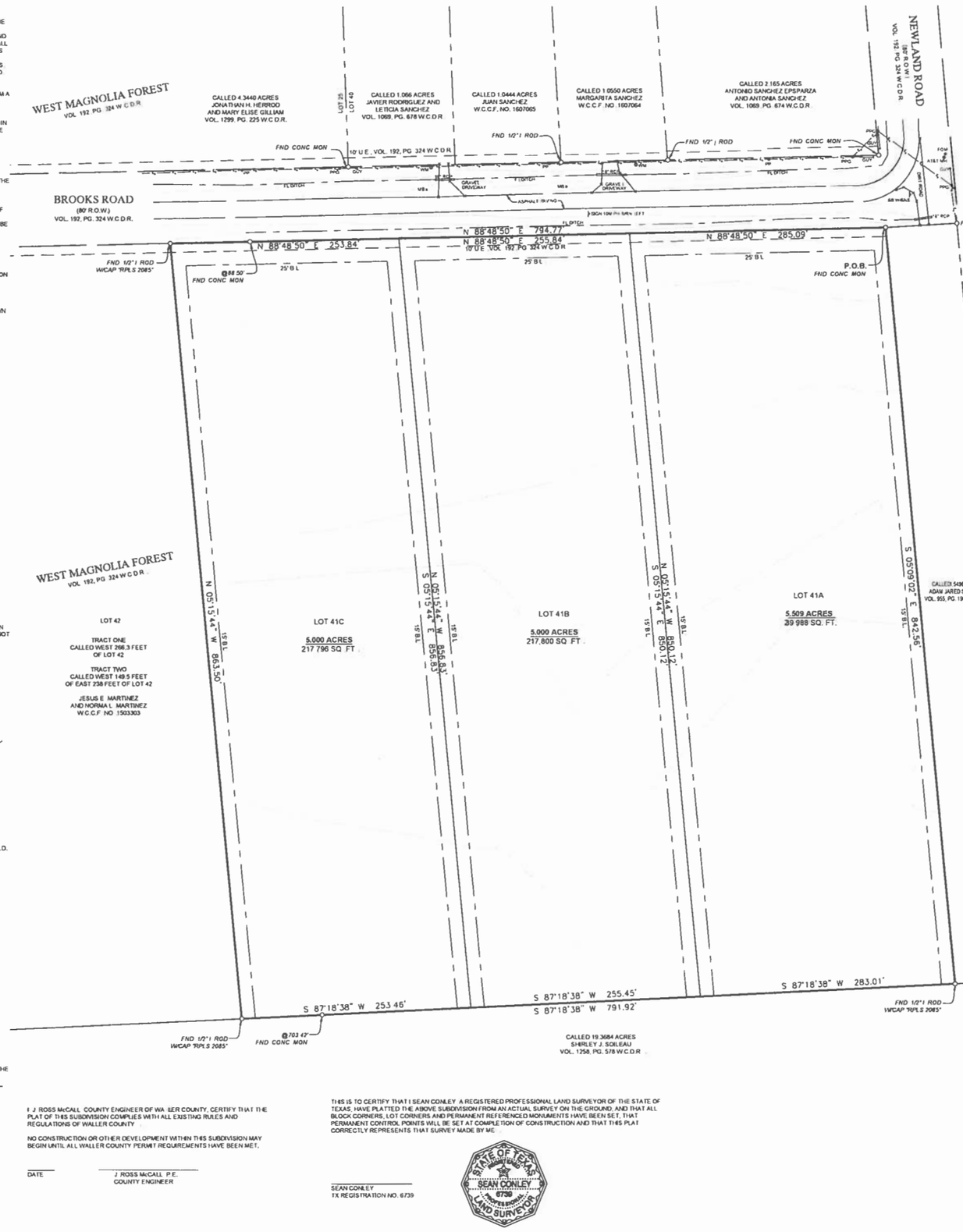
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

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

THIS IS TO CERTIFY THAT I, SEAN CONLEY, 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.

_____
SEAN CONLEY
TX REGISTRATION NO. 6739

STATE OF TEXAS — SEAN CONLEY — 6739 — REGISTERED — LAND SURVEYOR



DESCRIPTION OF A 15.509 ACRE TRACT OF LAND
SITUATED IN THE
OWEN WINGFELD SURVEY, ABSTRACT 269
WALLER COUNTY, TEXAS

BEING A 15.509-ACRE (675,584 SQUARE FOOT) TRACT OF LAND SITUATE D IN THE OWEN WINFELD SURVEY, ABSTRACT NO. 269, WALLER COUNTY, TEXAS, AND BEING ALL OF LOT 41 AND THE WEST 88.5 FEET OF LOT 42 OF WEST MAGNOLIA FORE ST, A SUBDIVISION PER PLAT RECORDED UNDER VOLUME 192, PAGE 324 OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.) AND CONVEYED TO KHALID A. KHAN AND NUZHAT KHAN IN AN INSTRUMENT RECORDED UNDER WALLER COUNTY CLERK'S FILE NUMBER (W.C.C.F. NO.) 1802478, SAID 15.509 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AND REFERENCED TO MONUMENTS FOUND ALONG THE SOUTH RIGHT-OF-WAY LINE OF BROOKS ROAD AS CITED HEREIN

BEGINNING AT A CONCRETE MONUMENT FOUND LYING ON THE SOUTH RIGHT-OF-WAY LINE OF BROOKS ROAD (80 FEET WIDE) AS SHOWN PER PLAT OF SAID WEST MAGNOLIA FOREST, BEING THE NORTHEAST CORNER OF SAID LOT 41 AND THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE NORTHWEST CORNER OF A CALLED 1.5496 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO ADAM JARED SOILEAU RECORDED UNDER VOLUME 955, PAGE 190 OF THE W.C.D.R.;

THENCE, S 05°09'02" E, WITH THE WEST LINE OF SAID 1.5496 ACRE TRACT AND EAST LINE OF SAID LOT 41 A DISTANCE OF 842.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 2085" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 41, SAME BEING THE SOUTHWEST CORNER OF SAID 1.5496 ACRE TRACT, LYING ON THE NORTH LINE OF A CALLED 19.3684 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO SHIRLEY J. SOILEAU RECORDED UNDER VOLUME 1258, PAGE 578 OF THE W.C.D.R.;

THENCE, S 87°18'38" W, WITH THE NORTH LINE OF SAID 19.3684 ACRE TRACT AND SOUTH LINE OF SAID LOT 41 AT A DISTANCE OF 703.42 FEET PASSING A CONCRETE MONUMENT FOUND FOR THE COMMON SOUTH CORNER OF SAID LOTS 41 AND 42, CONTINUING FOR A TOTAL DISTANCE OF 791.92 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 2085" FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, N 05°15'44" W, ACROSS SAID LOT 42 A DISTANCE OF 863.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 2085" FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID BROOKS ROAD;

THENCE, N 88°48'50" E, WITH THE SOUTH RIGHT-OF-WAY LINE OF BROOKS ROAD AND NORTH LINE OF SAID LOT 42 AT A DISTANCE OF 88.5 FEET PASSING A CONCRETE MONUMENT FOUND FOR THE COMMON NORTH CORNER OF SAID LOTS 41 AND 42, CONTINUING WITH THE NORTH LINE OF SAID LOT 41 FOR A TOTAL DISTANCE OF 794.77 FEET TO THE POINT OF BEGINNING, AND CONTAINING 15.509 ACRES OR 675,584 SQUARE FEET OF LAND.

VICINITY MAP
NOT TO SCALE

LEGEND

B.L.	BUILDING LINE
CONC. MON.	CONCRETE MONUMENT
FL	FLOWLINE
FND.	FOUND
FOM	FIBER OPTIC MARKER
I.	IRON
ID	INSIDE DIAMETER
MB	MAILBOX
MH	MANHOLE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
PP	POWER POLE
PPG	POWER POLE W/GUY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
SS W/SNS	STOP SIGN W/STREET NAME SIGN
U.E.	UTILITY EASEMENT
VOL.	VOLUME
W.C.C.F. NO.	WALLER COUNTY CLERK'S FILE NUMBER
W.C.D.R.	WALLER COUNTY DEED RECORDS
WM	WATER METER

NOTES

1. BEARING ORIENTATION IS BASED THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AND REFERENCED TO MONUMENTS FOUND ALONG THE NORTH RIGHT-OF-WAY LINE OF BUCKEYE DRIVE AS SHOWN HEREON.
2. THE SQUARE FOOTAGE VALUES SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON AND DOES NOT REPRESENT THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
3. SURVEYED PROPERTY LIES IN ZONE A, ACCORDING TO FLOOD INSURANCE RATE MAP FOR WALLER COUNTY TEXAS AND UNINCORPORATED AREAS, MAP NUMBER 48473C0075E, DATED EFFECTIVE 02/18/2009.
4. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND REFERENCED TO NGS MONUMENT, DESIGNATION A1281, PID BL1689, HAVING A PUBLISHED ELEVATION OF 231.3 (NAVD88).
5. 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."
6. NO PIPE LINE OR PIPE LINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
7. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
8. PER TEXAS ADMINISTRATIVE CODE 285.4, FACILITY PLANNING (C) REVIEW OF SUBDIVISION OR DEVELOPMENT PLANS, PERSONS PROPOSING RESIDENTIAL SUBDIVISIONS, MANUFACTURED HOUSING COMMUNITIES, MULTI-UNIT RESIDENTIAL DEVELOPMENTS, BUSINESS PARKS, OR OTHER SIMILAR STRUCTURES THAT USE OSSF'S FOR SEWAGE DISPOSAL SHALL SUBMIT PLANNING MATERIALS FOR THESE DEVELOPMENTS TO THE PERMITTING AUTHORITY AND RECEIVE APPROVAL PRIOR TO SUBMITTING AN OSSF APPLICATION.
9. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM. ALL LOTS SHALL BE CONNECTED TO A PUBLIC WATER SUPPLIER.
10. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

PRELIMINARY PARTIAL REPLAT OF
WEST MAGNOLIA FOREST
LOT 41 AND EAST 88.5 FEET OF LOT 42
BEING A REPLAT OF LOT 41 AND EAST 88.5 FEET OF WEST MAGNOLIA FOREST, A SUBDIVISION PER PLAT RECORDED UNDER VOLUME 192 PAGE 324 OF DEED RECORDS OF WALLER COUNTY
15.509 ACRES OF LAND (675,584 SQ. FT.)
SITUATED IN THE
OWEN WINGFELD SURVEY, ABSTRACT 269
WALLER COUNTY, TEXAS

CONTAINING 3 LOTS, 1 BLOCK
(REASON FOR REPLAT IS TO CREATE 3 RESIDENTIAL LOTS)

OCTOBER, 2023

OWNED AND DEVELOPED BY:
KHALID A. KAHN AND NUZHAT KHAN
19311 LONG HAVEN DRIVE
CYPRESS, TEXAS 77433

SURVEYED BY:

[illegible] LAND SURVEYING, LLC
19003 BUTTONWOOD CROSS TR
TOMBALL, TX 77377
PH: (832) 594-9937
[illegible] REGISTRATION NO. 10194747

STATE OF TEXAS §

COUNTY OF HARRIS §

We, Katy Independent School District, acting by and through Victor Perez, President and Dawn Champagne, Secretary, being officers of Katy Independent School District, owner, hereinafter referred to as Owners of the 19.291 acre tract described in the above and foregoing map of Katy ISD Elementary No 48, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said map or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), 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 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 hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

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 dip-style driveways are encouraged where appropriate.

4. Property owners will obtain Development Permits/Permit Exemptions from the County Floodplain Administrator for all development.

5. The property subdivided herein is further restricted in its use as specified in the subdivision restrictions as filed separately for record at Page _____, Volume _____ of the Deed Records of Waller County, Texas. A copy of said restrictions will be furnished by the aforesaid (Corporation Name), to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

6. There are no underground pipelines within the confines of this subdivision except as shown on the above plat.

7. There shall be no sanitary sewer system or any water well constructed within 50 feet of any lot line that does not adjoin a public road.

IN TESTIMONY WHEREOF, the Katy Independent School District has caused these presents to be signed by Victor Perez, its President, thereunto authorized, attested by its Secretary, Dawn Champagne, this _____ day of _____, 20__.

Katy Independent School District

By: _____
Victor Perez, President

By: _____
Dawn Champagne, Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Victor Perez, President and Dawn Champagne, Secretary known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

_____
(Print Name)

_____
My Commission Expires:

This is to certify that I Joel D. Walker, 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.

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on FEMA F.I.R.M. Map No. 48473C0350E Waller County Community Panel No. 4806400350E, dated 2/18/2009.

No Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on FEMA F.I.R.M. Map No. 48473C0350E Waller County Community Panel No. 4806400350E, dated 2/18/2009.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY PRODUCT"

_____ Date
Joel D. Walker
Texas Registration No. 5189

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Katy ISD Elementary No 48 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 _____ day of _____, 20__.

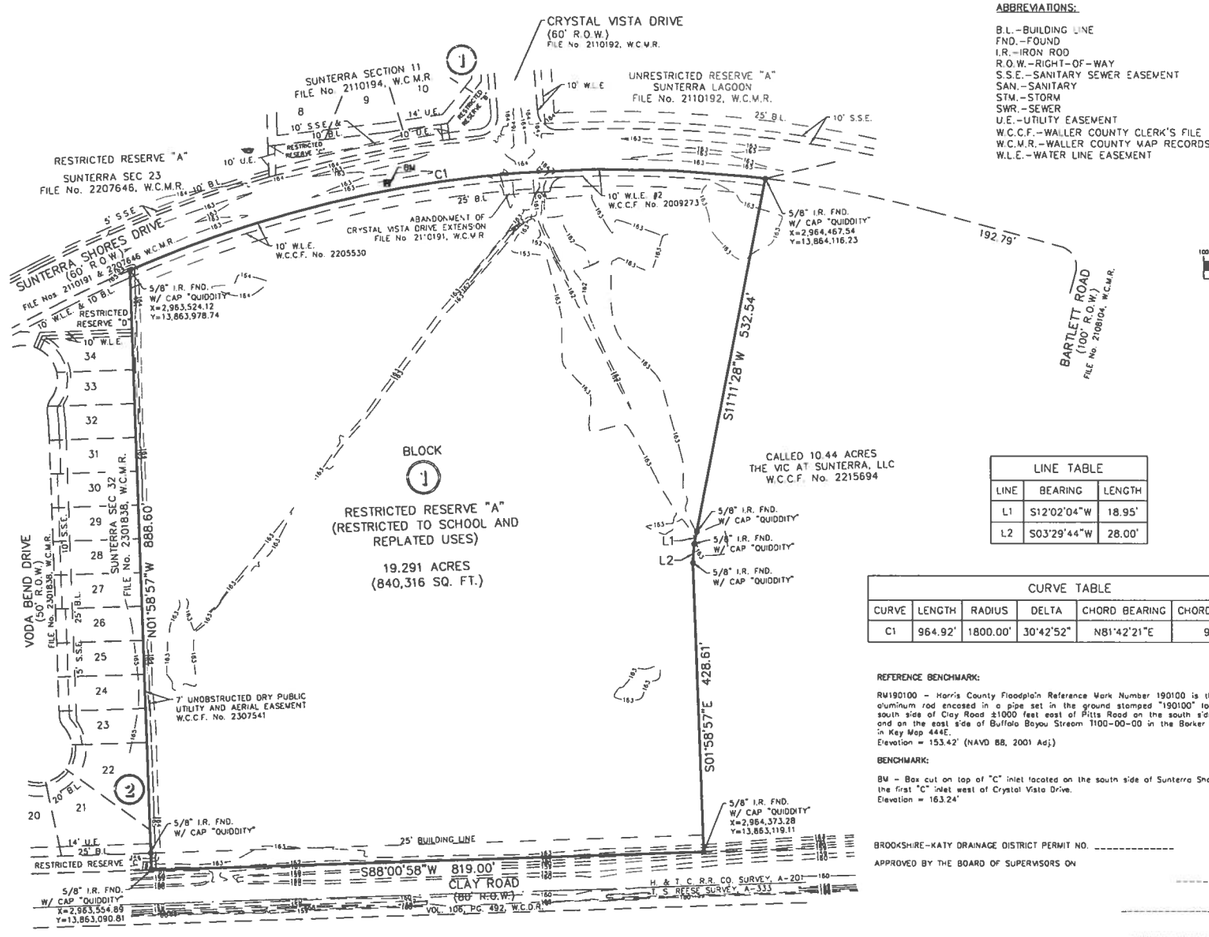
_____
Martha L. Stein, Chair or, W. Sonny Garza, Vice-Chair

_____
Margaret Wallace Brown, AICP, CNU-A, Secretary

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

_____ Date

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

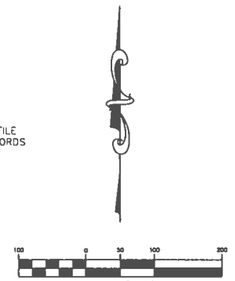


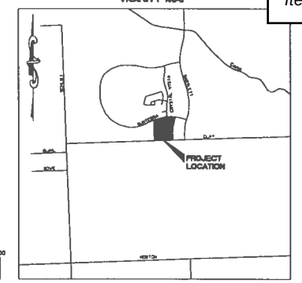
LINE TABLE		
LINE	BEARING	LENGTH
L1	S12°02'04"W	18.95'
L2	S03°29'44"W	28.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	964.92'	1800.00'	30°42'52"	N81°42'21"E	953.41'

ABBREVIATIONS:

B.L.–BUILDING LINE
FND.–FOUND
I.R.–IRON ROD
R.O.W.–RIGHT-OF-WAY
S.S.E.–SANITARY SEWER EASEMENT
SAN.–SANITARY
STM.–STORM
SWR.–SEWER
U.E.–UTILITY EASEMENT
W.C.C.F.–WALLER COUNTY CLERK'S FILE
W.C.M.R.–WALLER COUNTY MAP RECORDS
W.L.E.–WATER LINE EASEMENT





KEY MAP 443H
SCALE 1" = 3000'

NOTES:

1. The coordinates shown hereon are Texas South Central Zone No. 4204, Coordinates (NAD83) and may be brought to surface (Local Coordinates) by dividing the depicted coordinate by the following combined scale factor of 0.99989756894 (1x5.F.=SURFACE VALUE).

2. Bearings depicted hereon are based on Texas Coordinate System, South Central Zone (NAD83).

3. Unless otherwise indicated, the building lines (B.L.), whether one or more, shown on this subdivision plat are established to evidence compliance with applicable provisions of Chapter 42, Code of Ordinances, City of Houston, Texas, in effect at the time this plat was approved, which may be amended from time to time.

4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.

5. 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.

6. No pipeline easements exist within the boundaries of this plat.

7. No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Waller County Environmental Department.

Per Texas Administrative Code 285.4, FACILITY PLANNING (C) Review of subdivision or development plans. Persons proposing residential subdivisions, manufactured housing communities, multi-unit residential developments, business parks, or other similar structures that use OSSFs for sewage disposal shall submit planning materials for these developments to the permitting authority and receive approval prior to submitting an OSSF application.

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

9. According to F.I.R.M. Map No. 48473C0350E (Community–Panel No. 4806400350E), map revised date: February 18, 2009. Revised under LOMR 19-08-1115p dated April 27, 2020. The subject property lies within the area designated as Zone "X" Unshaded, Determined to be outside the 0.2% annual chance flood.

This statement is based on scaling the location of the subject tract on the above referenced map. this information is to determine flood insurance rates only and is not intended to identify specific flooding conditions.

10. This project is within the City of Houston ETJ.

11. The proposed use of the land is for a Katy Independent School District Elementary School.

REFERENCE BENCHMARK:

RW190100 – Harris County Floodplain Reference Mark Number 190100 is the top of an aluminum rod encased in a pipe set in the ground stamped "190100" located on the south side of Clay Road ±1000 feet east of Pitts Road on the south side of gaurdrail and on the east side of Buffalo Bayou Stream 1100-00-00 in the Barker Reservoir and in Key Map 444E.
Elevation = 153.42' (NAVD 88, 2001 Adj.)

BENCHMARK:

BM – Box cut on top of "C" inlet located on the south side of Sunterra Shores Drive on the first "C" inlet west of Crystal Vista Drive.
Elevation = 163.24'

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. _____

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, 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 _____, 2023, A.D. at _____ o'clock ___M. in File# _____ of the Official Public Records of Waller County for said county.

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

Debbie Hollan

_____
Clerk of the County Court
Waller County, Texas

By: _____
Deputy

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

_____
Corbett "Trey" J. Duhon IV
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kenneric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

19.291 ACRES
840,316 SQUARE FEET
H. & T.C. RAILROAD CO. SURVEY
ABSTRACT NO. 121
WALLER COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 19.291 acre (840,316 square foot) tract of land located in the H. & T.C. Railroad Company Survey, Abstract Number 121, Waller County, Texas and said 19.291 acre tract of land being all of the called 19.24 acre tract described in the deed to Katy Independent School District, recorded under Waller County Clerk's File Number (W.C.C.F. No.) 2216035, said 19.239 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

BEGINNING at a 5/8-inch iron rod with a cap stamped 'Quiddity' found in the southerly Right-of-Way (R.O.W.) line of said Sunterra Shores Drive (based on a width of 60 feet) recorded under File Numbers 2110191 and 2207646 of the Waller County Map Records (W.C.M.R.) marking the being of a non-tangent curve to the right and the northeast corner of Sunterra Sec 32, a subdivision recorded under File No. 2301838, W.C.M.R. and the northeast corner of said called 19.24 acre tract and the herein described tract;

THENCE, in a northeasterly direction, along the southerly R.O.W. line of said Sunterra Shores Drive and along said curve to the right, having a radius of 1,800.00 feet, a central angle of 30 degrees 44 minutes 30 seconds (angle bears, North 81 degrees 43 minutes 11 seconds East, 954.24 feet) and an arc distance of 965.78 feet, to a 5/8-inch iron rod with a cap stamped 'Quiddity' found in the southerly R.O.W. line of said Sunterra Shores Drive marking the northwest corner of the called 10.44 acre tract described in the deed to The Vic at Sunterra, LLC., recorded under W.C.C.F. No. 2215694 and the northeast corner of said called 19.24 acre tract and the herein described tract;

THENCE, South 11 degrees 11 minutes 28 seconds West, departing the southerly R.O.W. line of said Sunterra Shores Drive and along the westerly line of said called 10.44 acre tract common with the easterly line of said called 19.24 acre tract, a distance of 532.54 feet, to a 5/8-inch iron rod with a cap stamped 'Quiddity' found marking an angle in the easterly line of the herein described tract;

THENCE, South 12 degrees 02 minutes 04 seconds West, continuing along said common line, a distance of 18.95 feet, to a 5/8-inch iron rod with a cap stamped 'Quiddity' found marking an angle in the herein described tract;

THENCE, South 03 degrees 29 minutes 44 seconds West, continuing along said common line, a distance of 28.00 feet, to a 5/8-inch iron rod with a cap stamped 'Quiddity' found marking an angle in the herein described tract;

THENCE, South 01 degrees 58 minutes 57 seconds East, continuing along said common line, a distance of 428.61 feet, to a 5/8-inch iron rod with a cap stamped 'Quiddity' found in the north R.O.W. line of Clay Road (based on a variable width) marking the southwest corner of aforesaid called 10.44 acre tract and the southeast corner of aforesaid called 19.24 acre tract and the herein described tract;

THENCE, South 88 degrees 00 minutes 58 seconds West, along the north R.O.W. line of said Clay Road, a distance of 819.00 feet, to a 5/8-inch iron rod with a cap stamped 'Quiddity' found marking the southeast corner of aforesaid Sunterra Sec 32 and the southwest corner of said called 19.24 acre tract and the herein described tract;

THENCE, North 01 degrees 58 minutes 57 seconds West, departing the north R.O.W. line of said Clay Road, and along the east line of said Sunterra Sec 32 common with the west line of said called 19.24 acre tract, a distance of 888.60 feet, to the POINT OF BEGINNING and containing a computed area of 19.291 acres (840,316 square feet) of land.

PRELIMINARY REPLAT OF

KATY ISD ELEMENTARY No 48

A SUBDIVISION OF
19.291 ACRES
OUT OF THE
H. & T.C.R.R. CO. SURVEY,
ABSTRACT No. 201
WALLER COUNTY, TEXAS

1 BLOCK 1 RESERVE

REASON FOR REPLAT:
TO ABANDON CRYSTAL VISTA
DRIVE STUB STREET

DECEMBER 2023

WEST BELT
SURVEYING, INC.

21920 PARK ROW
KATY, TEXAS 77449
PHONE: (281) 599-8288
FAX: (281) 492-6626

CERTIFIED FIRM NO. 10073800
EMAIL: MONICA@WESTBELTSURVEYING.COM

OWNER:
KATY INDEPENDENT SCHOOL DISTRICT
6301 SOUTH STADIUM LANE
KATY, TEXAS 77494
281-396-6000
EMAIL: MEGANJHIVIN@KATYISD.ORG

PUBLIC NOTICE

Item 35.

Katy Independent School District, owner(s[illegible]ting to be allowed to revise Crystal Vista Drive [illegible]ion, Final Plat of Sunterra Shores Drive Street Dedication Section 2, File No. 2110191, Waller County Plat Records. The revision will abandon the south extension of Crystal Vista Drive to allow the Katy Independent School District Elementary School No. 48 main entrance and exit driveway direct access to Sunterra Shores Drive. The abandonment of the south extension of Crystal Vista is required under the City of Houston Chapter 42 Sections 129(d) and 134. The new configuration will create a single Restricted Reserve. Katy ISD Elementary No. 48 is situated in the H.&T.C. R.R. Co. Survey, Abstract No. 201, Waller County, Texas recorded under Waller County Clerk's Filer Number 2216035.

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 October 2, 2024 at 9:00am at the Joe Kuciemba Annex, 425 FM 1488., Hempstead, Texas, 77445. For additional information or questions please contact Abrahim Nimroozi at 281-599-8288.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Partial RePlat Approval for West Magnolia Forest Subdivision, Lot 41 and East 88.5 Feet of Lot 42

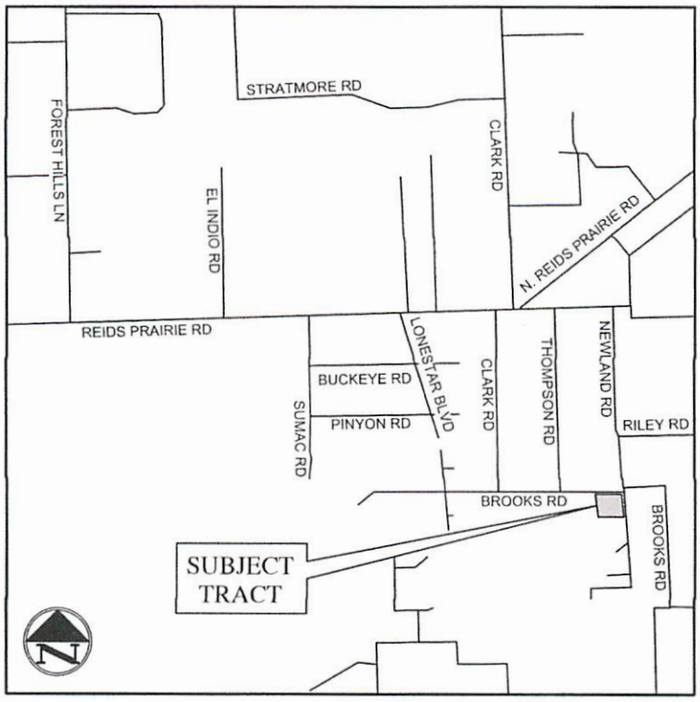
Date: October 2, 2024

Background

Final Partial RePlat of West Magnolia Forest Subdivision, Lot 41 and East 88.5 Feet of Lot 42 which consist of 15.509 acres will include 3 Lots & 1 Block in Precinct 2.

Staff Recommendation

Approve Plat



VICINITY MAP
NOT TO SCALE

FINAL PARTIAL REPLAT OF

WEST MAGNOLIA FOREST
LOT 41 AND EAST 88.5 FEET OF LOT 42

BEING A REPLAT OF LOT 41 AND EAST 88.5 FEET OF
WEST MAGNOLIA FOREST,
A SUBDIVISION PER PLAT RECORDED UNDER
VOLUME 192, PAGE 324 OF DEED RECORDS OF WALLER COUNTY
15.509 ACRES OF LAND (675,584 SQ. FT.)
SITUATED IN THE
OWEN WINGFIELD SURVEY, ABSTRACT 269
WALLER COUNTY, TEXAS

CONTAINING 3 LOTS, 1 BLOCK
(REASON FOR REPLAT IS TO CREATE 3 RESIDENTIAL LOTS)

AUGUST, 2024

JOB NO. 23.0072

WEST MAGNOLIA FOREST LOT 41 AND EAST 88.5 FEET OF LOT 42	OWNED AND DEVELOPED BY:	SURVEYED BY:
SCALE: NTS	KHALID A. KHAN AND NUZHAT KHAN 19314 LONG HAVEN DRIVE CYPRESS, TX 77433 PHONE: 713-598-0706	CONLEY LAND SERVICES, LLC 11003 BUTTONWOOD CREEK TR. TOMBALL, TX 77375 TEL. (832) 729-4997 CONLEYLAND.COM TBPELS FIRM NO. 10194732
SHEET 1 OF 7		

STATE OF TEXAS

COUNTY OF WALLER

WE, KHALID A. KHAN AND NUZHAT KHAN, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE MAP OF THE WEST MAGNOLIA FOREST LOT 41 AND EAST 88.5 FEET OF LOT 42, 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.

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

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY AND SHALL BE ENFORCEABLE AT THE OPTION OF WALLER COUNTY, BY WALLER COUNTY, OR ANY CITIZEN THEREOF, BY INJUNCTION AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER *DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.*

2. ALL STOCK ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.

3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND ONE QUARTERS (1-1/4) SQUARE FEET (15" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS, ALTHOUGH DIP–STYLE DRIVEWAYS ARE ENCOURAGED WHERE APPROPRIATE.

4. PROPERTY OWNERS WILL OBTAIN DEVELOPMENT PERMITS/PERMIT EXEMPTIONS FROM THE COUNTY FLOODPLAIN ADMINISTRATOR FOR ALL DEVELOPMENT.

5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED IN THE SUBDIVISION RESTRICTIONS AS FILED SEPARATELY FOR RECORD AT PAGE 221, VOLUME 268 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE AFORESAID, 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 MY HAND IN WALLER COUNTY, TEXAS, THIS 5th DAY OF 5th Aug, 2024.

BY: Khalid A. Khan
KHALID A. KHAN, OWNER

BY: Nuzhat Khan
NUZHAT KHAN, OWNER

STATE OF TEXAS

COUNTY OF ~~WALLER~~ Harris.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KHALID A. KHAN, KNOWN TO ME TO BE THE PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED IT FOR THE PURPOSES AND CONSIDERATION SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 5 DAY OF Aug, 2024.

Joshua Sandel

NOTARY PUBLIC
IN AND FOR ~~WALLER~~ COUNTY, TEXAS
Harris.

NOTARY PUBLIC STATE OF TEXAS
JOSHUA SANDEL
My Notary ID # 134092523
Expires December 6, 2026

STATE OF TEXAS

COUNTY OF ~~WALLER~~ Harris.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NUZHAT KHAN, KNOWN TO ME TO BE THE PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED IT FOR THE PURPOSES AND CONSIDERATION SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 5 DAY OF Aug, 2024.

Joshua Sandel

NOTARY PUBLIC
IN AND FOR ~~WALLER~~ COUNTY, TEXAS
Harris.

NOTARY PUBLIC STATE OF TEXAS
JOSHUA SANDEL
My Notary ID # 134092523
Expires December 6, 2026

JOB NO. 23.0072

WEST MAGNOLIA FOREST LOT 41 AND EAST 88.5 FEET OF LOT 42	OWNED AND DEVELOPED BY:	SURVEYED BY:
SCALE: NTS	KHALID A. KHAN AND NUZHAT KHAN 19314 LONG HAVEN DRIVE CYPRESS, TX 77433 PHONE: 713-598-0706	CONLEY LAND SERVICES, LLC 11003 BUTTONWOOD CREEK TR. TOMBALL, TX 77375 TEL. (832) 729-4997 CONLEYLAND.COM TBPELS FIRM NO. 10194732
SHEET 2 OF 7		

APPROVED BY COMMISSIONERS COURT OF WALLER COUNTY, TEXAS, THIS____ DAY OF _____, 202__ A.D.

_____
CARBETT J. DUHON, III
COUNTY JUDGE

_____
JOHN ALLEN AMSLER
COMMISSIONER, PRECINCT 1

_____
WALTER E. SMITH, P.E., RPLS
COMMISSIONER, PRECINCT 2

_____
KENDRIC D. JONES
COMMISSIONER, PRECINCT 3

_____
JUSTIN BECKENDORFF
COMMISSIONER, PRECINCT 4

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

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE _____ DAY OF_____ 202__, A.D. AT _____ O'CLOCK_____. M, IN FILE # _____ OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

_____
DEBBIE HOLLAN
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY_____
DEPUTY

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

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

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

JOB NO. 23.0072

WEST MAGNOLIA FOREST LOT 41 AND EAST 88.5 FEET OF LOT 42	OWNED AND DEVELOPED BY:	SURVEYED BY:
SCALE: NTS	KHALID A. KHAN AND NUZHAT KHAN 19314 LONG HAVEN DRIVE CYPRESS, TX 77433 PHONE: 713-598-0706	CONLEY LAND SERVICES, LLC 11003 BUTTONWOOD CREEK TR. TOMBALL, TX 77375 TEL. (832) 729-4997 CONLEYLAND.COM TBPELS FIRM NO. 10194732
SHEET 3 OF 7		

DESCRIPTION OF A 15.509 ACRE TRACT OF LAND
SITUATED IN THE
OWEN WINGFELD SURVEY, ABSTRACT 269
WALLER COUNTY, TEXAS

BEING A 15.509-ACRE (675,584 SQUARE FOOT) TRACT OF LAND SITUATED IN THE OWEN WINFELD SURVEY, ABSTRACT NO. 269, WALLER COUNTY, TEXAS, AND BEING ALL OF LOT 41 AND THE WEST 88.5 FEET OF LOT 42 OF WEST MAGNOLIA FOREST, A SUBDIVISION PER PLAT RECORDED UNDER VOLUME 192, PAGE 324 OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.) AND CONVEYED TO KHALID A. KHAN AND NUZHAT KHAN IN AN INSTRUMENT RECORDED UNDER WALLER COUNTY CLERK'S FILE NUMBER (W.C.C.F. NO.) 1802478, SAID 15.509 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AND REFERENCED TO MONUMENTS FOUND ALONG THE SOUTH RIGHT-OF-WAY LINE OF BROOKS ROAD AS CITED HEREIN:

BEGINNING AT A CONCRETE MONUMENT FOUND LYING ON THE SOUTH RIGHT-OF-WAY LINE OF BROOKS ROAD (80 FEET WIDE) AS SHOWN PER PLAT OF SAID WEST MAGNOLIA FOREST, BEING THE NORTHEAST CORNER OF SAID LOT 41 AND THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE NORTHWEST CORNER OF A CALLED 1.5496 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO ADAM JARED SOILEAU RECORDED UNDER VOLUME 955, PAGE 190 OF THE W.C.D.R.;

THENCE, S 05°09'02" E, WITH THE WEST LINE OF SAID 1.5496 ACRE TRACT AND EAST LINE OF SAID LOT 41 A DISTANCE OF 842.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 2085" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 41, SAME BEING THE SOUTHWEST CORNER OF SAID 1.5496 ACRE TRACT, LYING ON THE NORTH LINE OF A CALLED 19.3684 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO SHIRLEY J. SOILEAU RECORDED UNDER VOLUME 1258, PAGE 578 OF THE W.C.D.R.;

THENCE, S 87°18'38" W, WITH THE NORTH LINE OF SAID 19.3684 ACRE TRACT AND SOUTH LINE OF SAID LOT 41, AT A DISTANCE OF 703.42 FEET PASSING A CONCRETE MONUMENT FOUND FOR THE COMMON SOUTH CORNER OF SAID LOTS 41 AND 42, CONTINUING FOR A TOTAL DISTANCE OF 791.92 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 2085" FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, N 05°15'44" W, ACROSS SAID LOT 42 A DISTANCE OF 863.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 2085" FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID BROOKS ROAD;

THENCE, N 88°48'50" E, WITH THE SOUTH RIGHT-OF-WAY LINE OF BROOKS ROAD AND NORTH LINE OF SAID LOT 42, AT A *DISTANCE OF 88.5 FEET PASSING A CONCRETE MONUMENT FOUND FOR THE COMMON NORTH CORNER OF SAID LOTS 41* AND 42, CONTINUING WITH THE NORTH LINE OF SAID LOT 41 FOR A TOTAL DISTANCE OF 794.77 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 15.509 ACRES OR 675,584 SQUARE FEET OF LAND.

THIS IS TO CERTIFY THAT I SEAN CONLEY, 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.

8-5-24

SEAN CONLEY
TX REGISTRATION NO. 6739

STATE OF TEXAS
REGISTERED
SEAN CONLEY
6739
PROFESSIONAL
LAND SURVEYOR

JOB NO. 23.0072

WEST MAGNOLIA FOREST LOT 41 AND EAST 88.5 FEET OF LOT 42	OWNED AND DEVELOPED BY:	SURVEYED BY:
SCALE: NTS	KHALID A. KHAN AND NUZHAT KHAN 19314 LONG HAVEN DRIVE CYPRESS, TX 77433 PHONE: 713-598-0706	CONLEY LAND SERVICES, LLC 11003 BUTTONWOOD CREEK TR. TOMBALL, TX 77375 TEL. (832) 729-4997 CONLEYLAND.COM TBPELS FIRM NO. 10194732
SHEET 4 OF 7		

LEGEND

B.L.	BUILDING LINE
CONC. MON.	CONCRETE MONUMENT
FL	FLOWLINE
FND.	FOUND
FOM	FIBER OPTIC MARKER
I.	IRON
ID	INSIDE DIAMETER
MB	MAILBOX
MH	MANHOLE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
PP	POWER POLE
PPG	POWER POLE W/GUY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
SS W/SNS	STOP SIGN W/STREET NAME SIGN
U.E.	UTILITY EASEMENT
VOL.	VOLUME
W.C.C.F. NO.	WALLER COUNTY CLERK'S FILE NUMBER
W.C.D.R.	WALLER COUNTY DEED RECORDS
WM	WATER METER

TEMPORARY BENCHMARK (TBM)

MAG NAIL SET AT APPROXIMATE MIDPOINT OF CURVE ON SOUTH EDGE OF ASPHALT ROAD AT INTERSECTION OF NEWLAND ROAD, BROOKS ROAD AND WEST SIDE OF DIRT ACCESS ROAD.
ELEV. 290.83 (NAVD88) - SEE NOTE 4.

NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AND REFERENCED TO MONUMENTS FOUND ALONG THE NORTH RIGHT-OF-WAY LINE OF BUCKEYE DRIVE AS SHOWN HEREON.

2. THE SQUARE FOOTAGE VALUES SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON AND DOES NOT REPRESENT THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.

3. SURVEYED PROPERTY LIES IN ZONE X (UNSHADED), ACCORDING TO FLOOD INSURANCE RATE MAP FOR WALLER COUNTY TEXAS AND UNINCORPORATED AREAS, MAP NUMBER 48473C0075E, DATED EFFECTIVE 02/18/2009.

4. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND REFERENCED TO NGS MONUMENT, DESIGNATION A1281, PID BL1869, HAVING A PUBLISHED ELEVATION OF 231.3 (NAVD88).

5. 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."

6. NO PIPE LINE OR PIPE LINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.

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

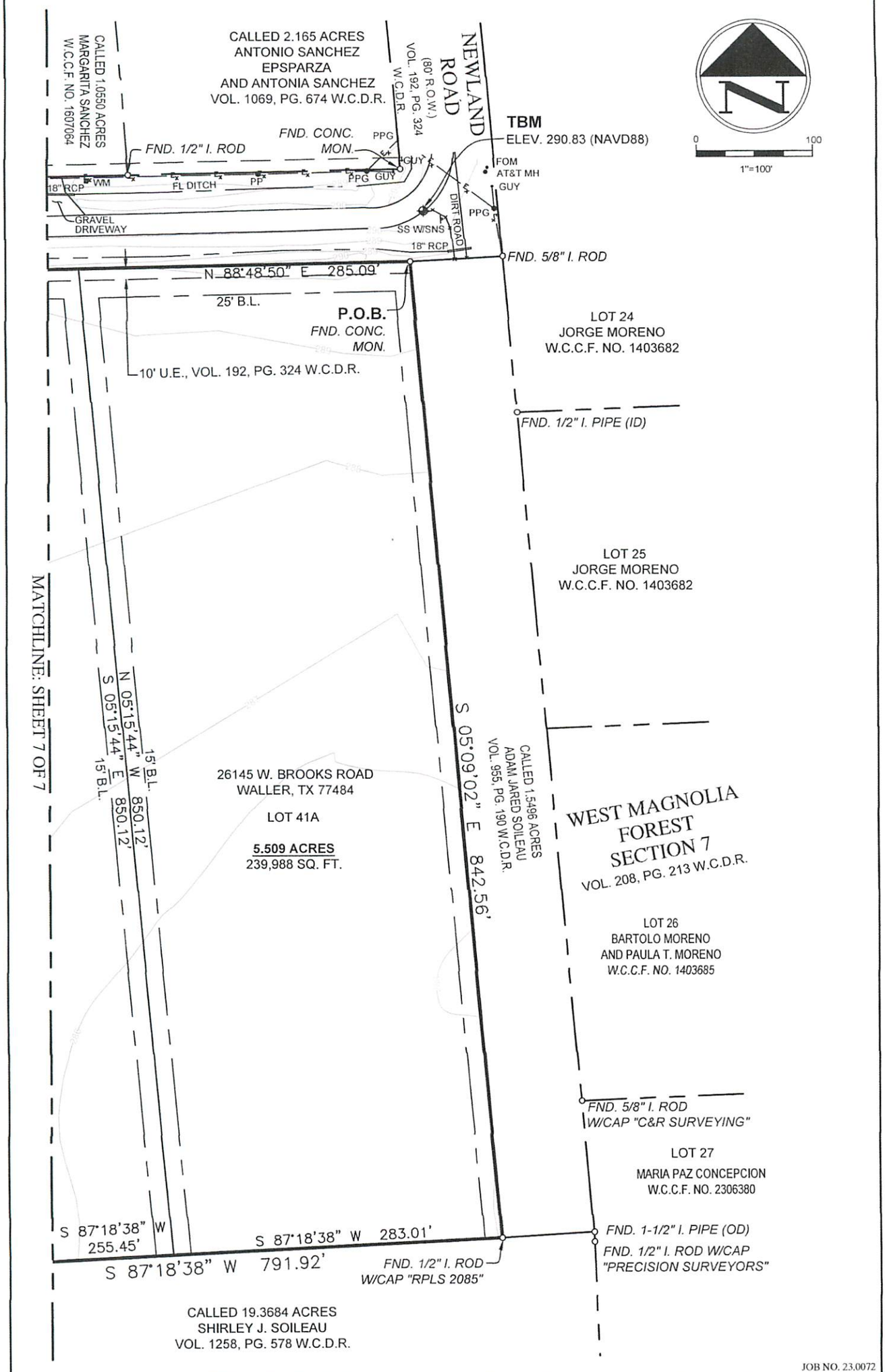
8. PER TEXAS ADMINISTRATIVE CODE 285.4, FACILITY PLANNING [C] REVIEW OF SUBDIVISION OR DEVELOPMENT PLANS. PERSONS PROPOSING RESIDENTIAL SUBDIVISIONS, MANUFACTURED HOUSING COMMUNITIES, MULTI-UNIT RESIDENTIAL DEVELOPMENTS, BUSINESS PARKS, OR OTHER SIMILAR STRUCTURES THAT USE OSSFS FOR SEWAGE DISPOSAL SHALL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

9. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM. ALL LOTS SHALL BE CONNECTED TO A PUBLIC WATER SUPPLIER.

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

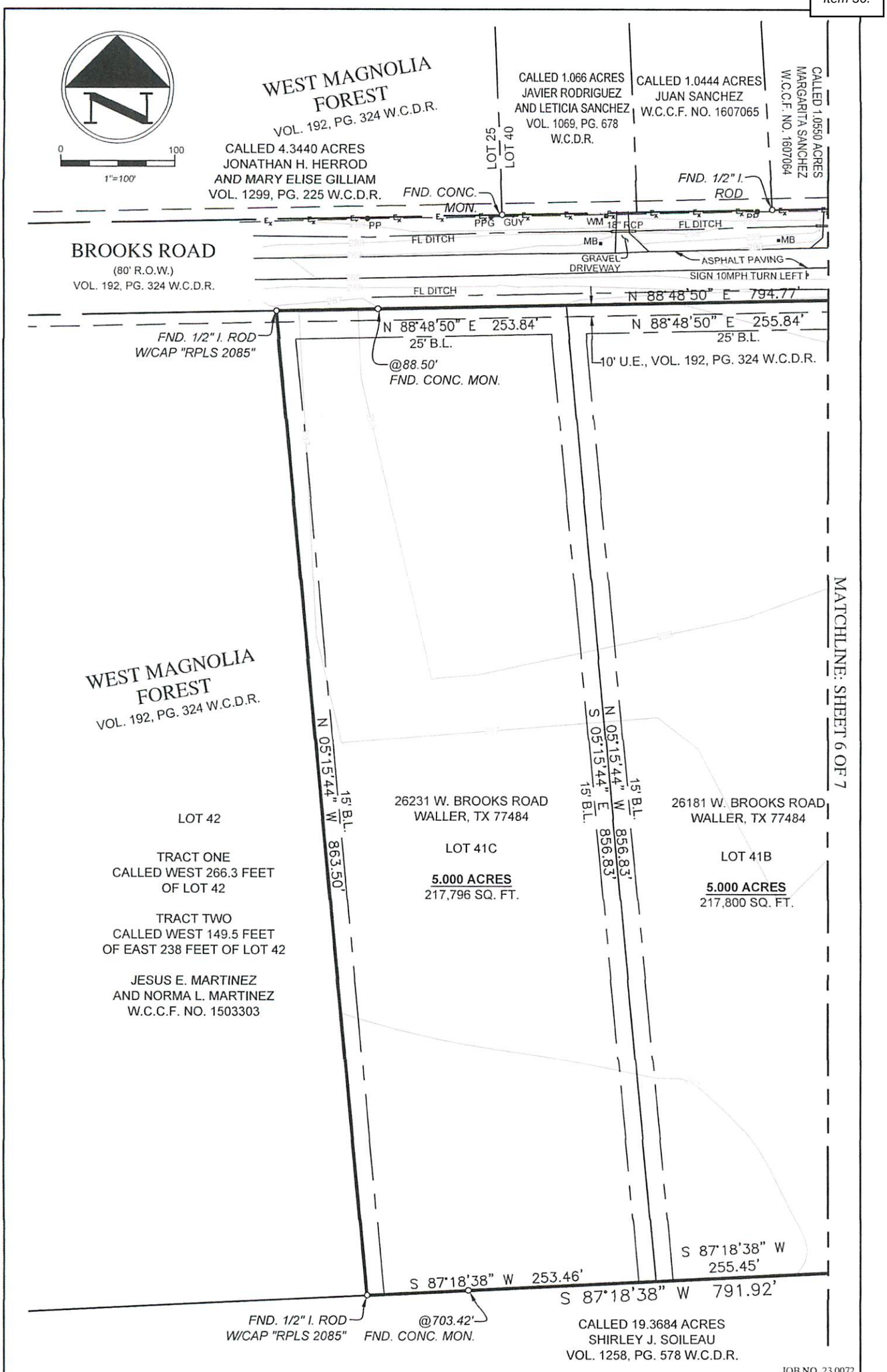
JOB NO. 23.0072

WEST MAGNOLIA FOREST LOT 41 AND EAST 88.5 FEET OF LOT 42	OWNED AND DEVELOPED BY:	SURVEYED BY:
SCALE: NTS	KHALID A. KHAN AND NUZHAT KHAN 19314 LONG HAVEN DRIVE CYPRESS, TX 77433 PHONE: 713-598-0706	CONLEY LAND SERVICES, LLC 11003 BUTTONWOOD CREEK TR. TOMBALL, TX 77375 TEL. (832) 729-4997 CONLEYLAND.COM TBPELS FIRM NO. 10194732
SHEET 5 OF 7		



JOB NO. 23.0072

WEST MAGNOLIA FOREST LOT 41 AND EAST 88.5 FEET OF LOT 42	OWNED AND DEVELOPED BY:	SURVEYED BY:
SCALE: 1"=100'	KHALID A. KHAN AND NUZHAT KHAN 19314 LONG HAVEN DRIVE CYPRESS, TX 77433 PHONE: 713-598-0706	CONLEY LAND SERVICES, LLC 11003 BUTTONWOOD CREEK TR. TOMBALL, TX 77375 TEL. (832) 729-4997 CONLEYLAND.COM TBPELS FIRM NO. 10194732
SHEET 6 OF 7		



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SHEET 7 OF 7		

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Commissioners Court

From: J. Ross McCall, PE

Date: September 20, 2024

Re: Riley Road Bridge at Birch Creek Draw
Temporary Portable Bridge

The recent partial collapse of the referenced structure constitutes an unforeseen damage to public property and presents a challenging traffic situation with the upcoming festival. I have located a temporary portable bridge that can be installed to restore two lanes and address load posting enforcement challenges while the permanent structure is being designed. Rental charges for the portable bridge are estimated at $10,000/month.

I am requesting permission to move forward with a discretionary exemption to Local Government Code, §262.023, and allow the County Engineer to make arranges to rent a portable bridge in an amount not to exceed $100,000.

Wildwood Environmental Credit Company, LLC
12559 County Road 192
Tyler, Texas 75703
(903) 539-4590

May 23, 2023

Waller County Engineering Department
775 Bus. 290 East
Hempstead, TX 77445
(979) 826-7673

Waller County Drainage Easement Amendment Request
Sand Hill Farm Mitigation Bank (SWG-2021-00571)
Waller County, Texas

A. Summary of Activities:

Wildwood Environmental Credit Company, LLC is assisting Waller Land and Cattle (the Tucker family) in permitting a stream and wetland mitigation bank (SWG-2021-00571) in Waller County, Texas near the intersection of Penick and Hebert roads, across the street from the Coastal Prairie Conservancy Indiangrass Preserve. The project will consist of 15,000 feet of stream restoration along Live Oak Creek and 600 acres of adjacent wetlands restoration. Low berms would be used to add approximately 337 acre-feet of storage within the floodplain of Live Oak Creek, a tributary of Cypress Creek.

Three of these berms would cross a 40' wide drainage easement held by Waller County. The existing easement dates to 1953 and is shown on **Figure 2.** Waller Land & Cattle requests the drainage easement be amended to shorten its length from the current 3,000 feet to 1,200 feet. This would not alter the drainage at Penick Road from its existing condition. It would allow for the creation of approximately 75 acre-feet of storage at the site. Without the amendment, wetland cells will need to be constructed around the drainage easement. Amending the easement as depicted would be mutually beneficial to both parties by improving drainage from the road compared to its current condition and also increasing flood retention along Live Oak Creek.

B. Existing Conditions:

Waller County's drainage easement is fed by a pair of culverts under Penick Road. The north culvert is 100% blocked with sediment and is no longer functioning (**Figure 3**). The south culvert is functioning. It is a 32-inch diameter culvert with a bottom elevation of 181.7 feet at the outfall. Standing water surface elevation at the culvert outfall was observed at 182.5 feet at the time of measurement, which is typical as a result of backwater from downstream blockages (**Figure 4**). From this culvert, the easement traverses an intermittently blocked ditch across the Waller Land and Cattle property until it drains into Live Oak Creek. The easement is 3000' long by 40' wide and does not appear to have been maintained in recent decades.

C. Work Proposal:

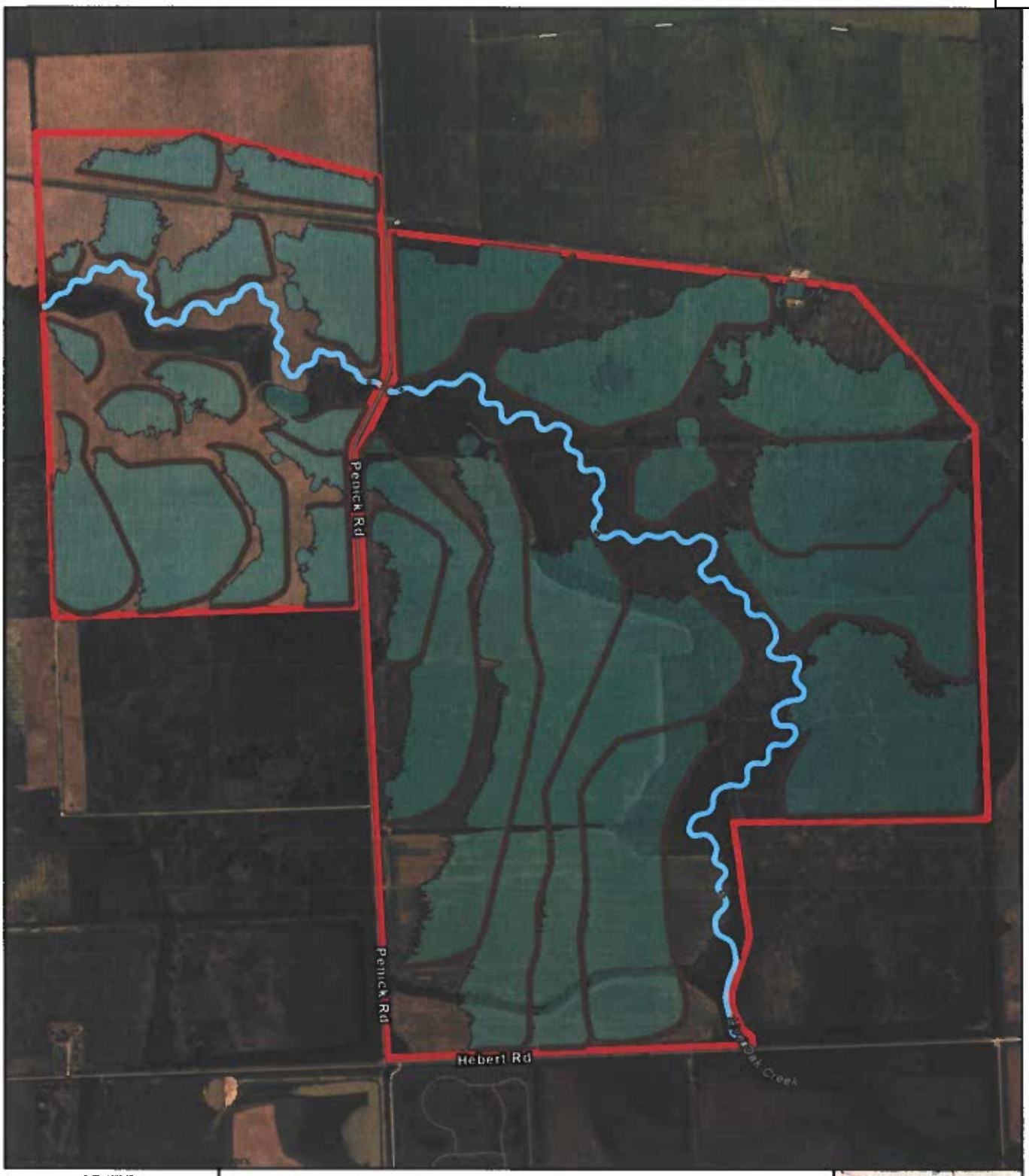
The outlet elevation of the first proposed wetland would be 182.5 feet, equal to the water surface elevation shown in **Figure 4** . Rainfall would fill this wetland to 182.5' roughly every other year after first filling the 22 acre-feet of storage it creates. After filling to this level, excess water would be free to flow into stair stepped wetlands at lower elevations and into Live Oak Creek. All three wetlands will have an unrestricted flow path to Live Oak Creek at their respective overflow elevations and are lower than the invert of the existing culverts on Penick Road. The 1,200 feet of ditch remaining after the proposed amendment would be cleared of trees, brush, and blockages and be maintained as a treeless prairie using funds set aside in a permanent maintenance fund.

Creation of these proposed wetland cells would serve multiple benefits for Waller County. Since this site's purpose is to provide compensatory mitigation for future USACE permitted projects in the area, its creation will facilitate future development and infrastructure improvements within Waller County. Furthermore, the wetland berms in question will store ~75-acre feet of water that is currently contributing to downstream flooding in the Cypress Creek watershed. Ducks, geese, and sandhill cranes are expected to make extensive use of the site.

D. Easement Modification Proposal:

Wildwood previously had two meetings with Yancy Scott to discuss the potential easement amendment. At Mr. Scott's request, we have increased the length of the remaining ditch from 150 feet to 1,200 feet. We also removed one of the berms from the plans to allow for more conveyance from the county road. Mr. Scott also requested us to calculate the storage volumes that would be created by the wetlands which we determined to be approximately 75-acre feet directly associated with the easement amendment. **Figure 2** is a map of this information.

The area between this new drainage easement and Live Oak Creek would be placed under an updated conservation easement as part of the mitigation project. As such, the berms would be maintained in perpetuity as depicted and development of the site would be prohibited. The area would be cleared, planted, and maintained as a native prairie wetland. Waller Land and Cattle would cover costs associated with the easement amendment and survey if necessary.



LEGEND

- Live Oak Creek Alignment
- Proposed Berms
- Extent of Inundated Areas
- Bank Boundary

Wetland Design Working Map

Sand Hill Farm Mitigation Bank, Waller County, Texas

Date Saved:
02 22 2023

Spatial Reference:
NAD 1983 2011 StatePlane Texas South Central FIPS 4204 FtUS

0 500 1,000 1,500 2,000 2,500 Feet

WILDWOOD ENVIRONMENTAL CREDIT COMPANY

1:13,000

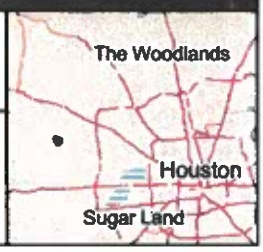


Figure 1. Overview of Sandhill Farms Work Plan.

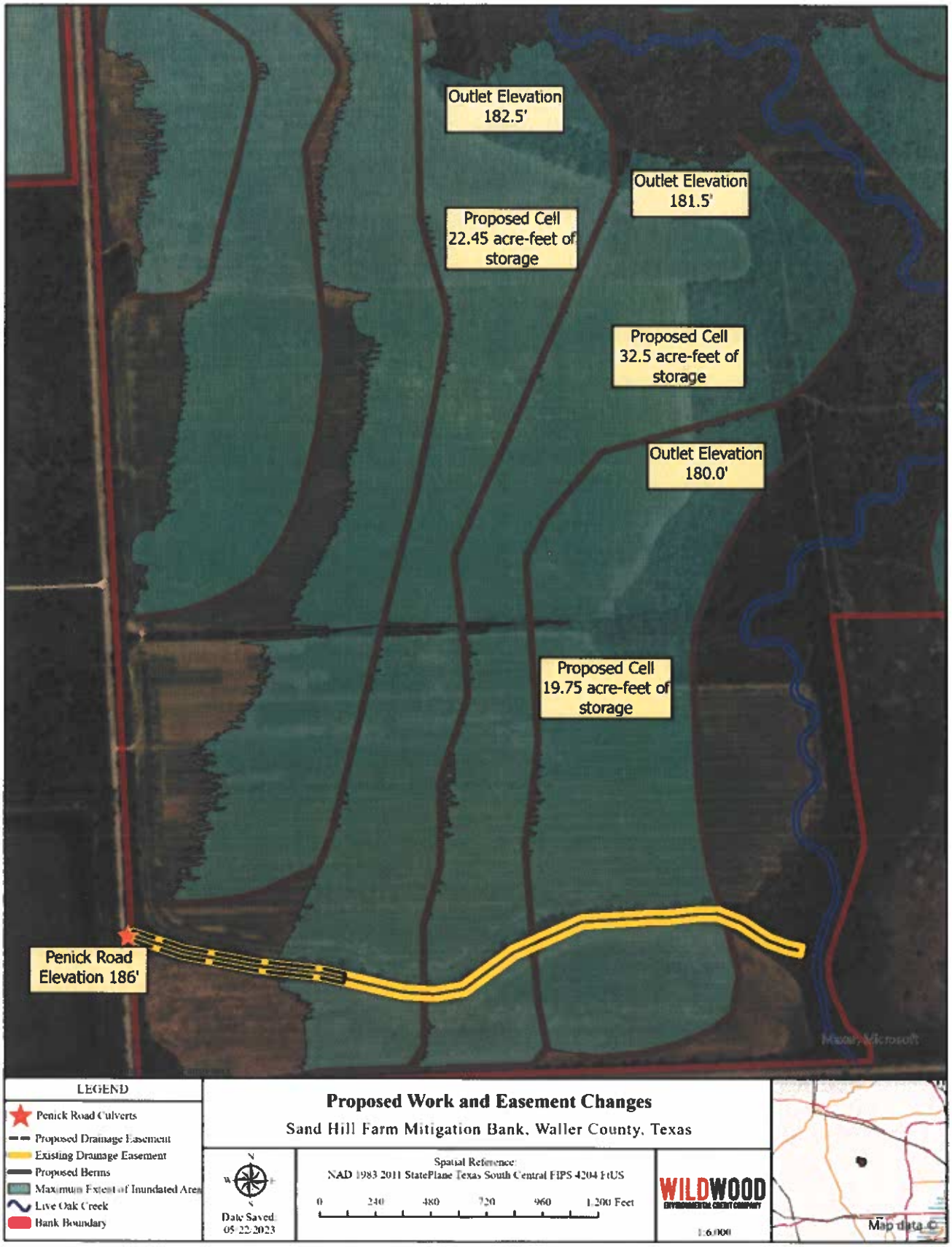
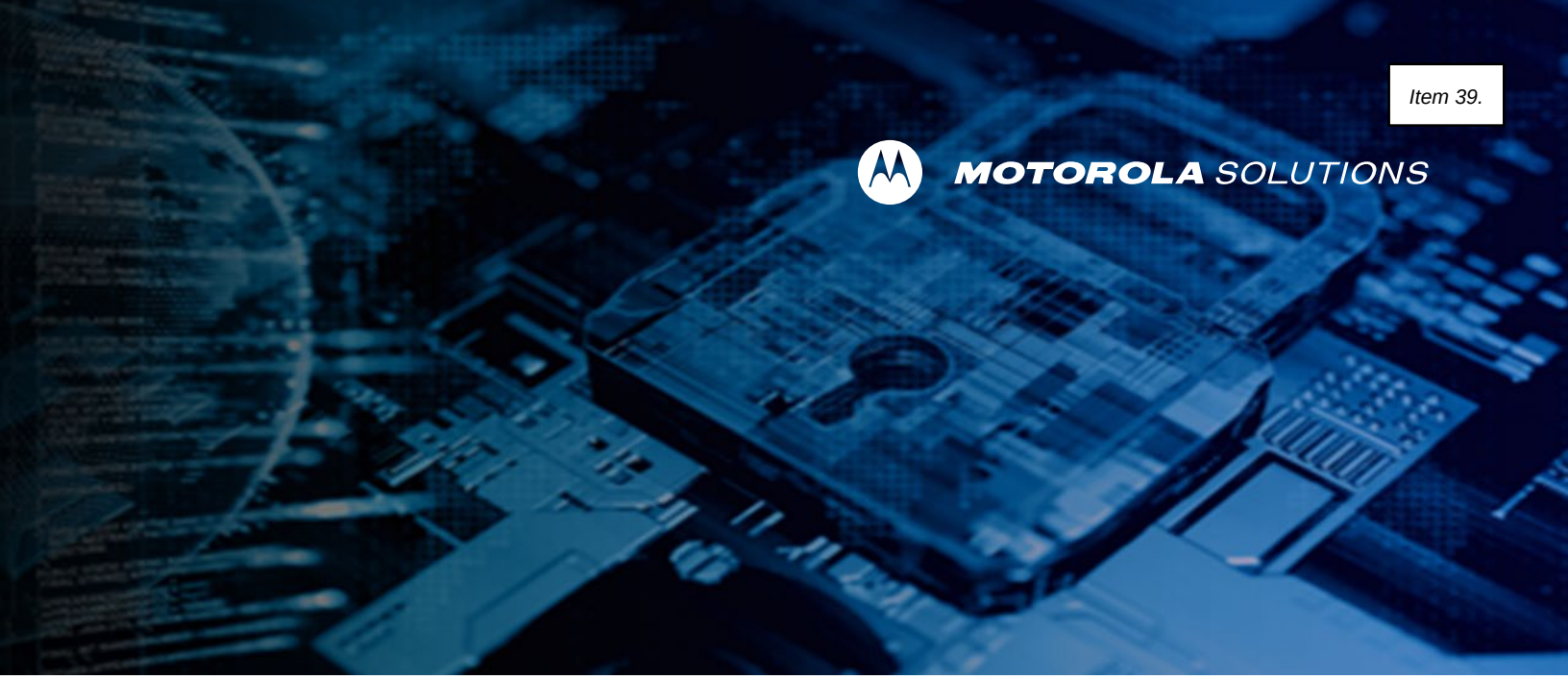


Figure 2. Easement proposal and relevant berms. Note the blue shaded area marks the area where berms would be able to back up water

Figure 3. View of culverts on west side of Penick Road. Note the top edge of the blocked culvert is visible in the center of the photo. with the active culvert to the right.

Figure 4. View of culverts on the east side of Penick Road. The culvert on the right is blocked and innactive. The culvert on the left is actively flowing. The water surface observed in this photo was measured at 182.5 feet elevation.



MOTOROLA SOLUTIONS

Waller County Sheriff's Office

MCC 7500E Dispatch Console Upgrade and Add-on

August 7, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000123456

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

August 7, 2024

Waller County Sheriff's Office
100 Sheriff R. Glenn Smith Dr
Hempstead, TX 77445

Subject: MCC7500E Dispatch Console Add-on

Waller County Sheriff's Office Team,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Waller County Sheriff's Office with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

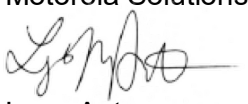
To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for adding and upgrading to a IP based MCC7500E Dispatch Console.

This proposal is based upon the H-GAC Master Agreement (RA05-21) and subject to the terms and conditions of the enclosed H-GAC Communications System and Services Agreement ("H-GAC CSSA"), its Exhibits and applicable Addenda, and remains valid for a period of 90 days from the date of this cover letter. Waller County Sheriff's Office may accept this proposal by returning to Motorola a signed copy of the H-GAC CSSA and a purchase order subject to the terms and conditions of Motorola's proposal and H-GAC Agreement (RA05-21). Alternatively, Motorola is pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Brandon Casanova, at 337-354-5872

We thank you for the opportunity to help Waller County Sheriff's Office with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Lynn Anto

Area Sales Manager

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Use or disclosure of this proposal is subject to the restrictions on the cover page.

Section 1

System Description

Motorola is pleased to offer Waller County Sheriff's Office (WCSO) a proposal that includes 1 MCC 7500E operator position to be added to their existing 3 positions MCC 7500 dispatch consoles. The new console position will be installed in the existing dispatch room at the Sheriff's Office training dispatch location. The proposed position will connect to the existing dispatch LAN switch in the backroom. The new dispatch console position will utilize the current backup equipment and configuration.

The proposal also includes upgrading the 3 existing operator positions to MCC 7500E.

1.1 MCC 7500E Dispatch Console

The proposal includes a single MCC 7500E position to be installed at the Waller County Sheriff's Office (WCSO) Dispatch Center as well as upgrading existing MCC 7500 positions to MCC 7500E positions.

1.1.1 MCC 7500E OVERVIEW

The Motorola MCC 7500E Dispatch Console is a Wireline console for use on Motorola's ASTRO 25 systems. It offers scalable capacity and flexible deployment options and is a software-based dispatch console that requires no external hardware connections (no VPM) to perform dispatch operations. Audio Vocoding is performed within the Windows operating system.

With scalable resource capacity choices and a variety of options including End-to-end Encryption, External Phone Interface, and an Enhanced IRR, customers are able to set features and capacity at the optimal price point to meet their needs.

The MCC 7500E Dispatch Console offers the flexibility to be deployed at a console site within the ASTRO 25 radio network or outside of the ASTRO 25 network. The MCC 7500E Dispatch Console includes the features expected in a high tier Console including Emergency and Console Priority and offers a choice of Motorola or COTS accessories.

The MCC 7500E Dispatch Console supports:

- ASTRO 25 Trunking (Phase 1 & Phase 2)
- ASTRO 25 Digital Conventional (P25)
- Analog & MDC 1200 Analog Conventional
- Mixed Mode Analog / Digital Conventional
- Telephony

1.1.2 ELITE DISPATCH GRAPHICAL USER INTERFACE

The Motorola MCC 7500E Dispatch Console uses the Elite Dispatch graphical user interface (GUI) which is the same GUI used by the MCC 7500 Dispatch Console for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use

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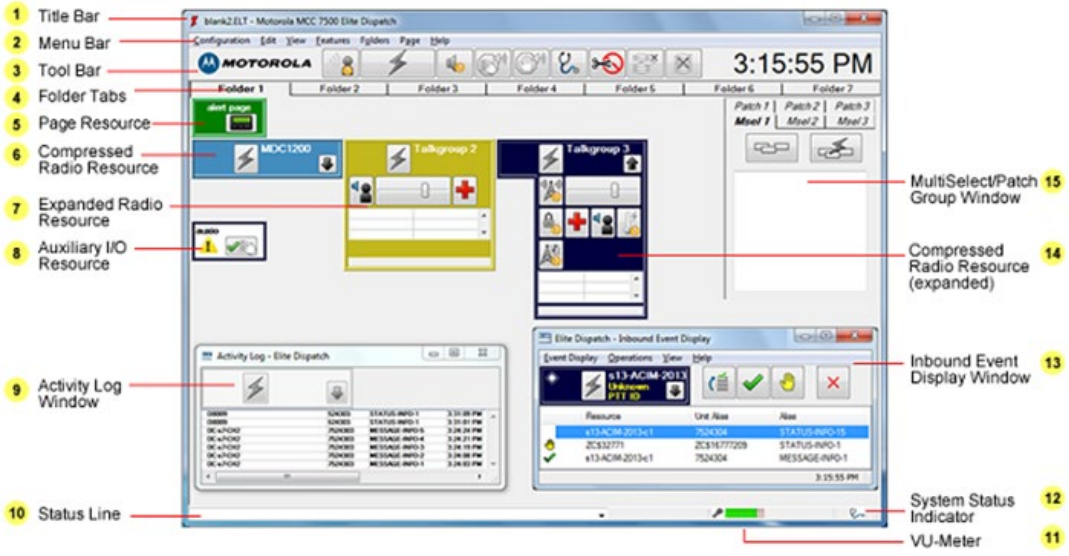
and intuitive, and has been refined and improved with user controlled color and size of resources. Figure below shows an example of MCC 7500E Elite Dispatch GUI.



1.1.3 PERIPHERAL CONFIGURATION TOOL

The MCC 7500E Dispatch Console software installation automatically configures the computers' output and input sources for voice and audio. The Desktop Mic is set to be the Default input and Speakers 1 and 2 are set to be the default output. These input and output devices can be modified from their default setting using the MCC 7500E Peripheral Configuration Tool (PCT). The PCT comes with the MCC 7500E Dispatch Console software and is automatically installed. When launched, the Peripheral Configuration Tool reads all audio devices that are currently connected.

The Peripheral Configuration Tool supports:

- Dynamic remapping of peripherals
- Dynamic disconnection and connection of peripherals

1.1.4 ENHANCED INSTANT RECALL RECORDER (IRR)

The MCC 7500E Enhanced Instant Recall Recorder (IRR, aka, EIRR) is a Motorola developed instant recall recorder solution integrated with the MCC 7500E Dispatch Console software application. This application provides the dispatch operator with the ability to instantly replay various types of recently received audio at the MCC 7500E Dispatch Console. Audio and call data from any radio or telephony resource can be recorded and easily played back. Functionality provided includes filtering, sorting, speed control, AGC, noise reduction, waveform display and a highly configurable screen display.

The Enhanced IRR provides additional functionality over the Integrated IRR that was developed for the MCC 7100 Dispatch Application. These differences include four additional recording sources (speaker, telephony, and recording from up to two analog ports on the PC). The "speaker" option, for instance, will allow the IRR to record audio from an unselect, or other, speaker in addition to what is being recorded from the "main source".

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1.1.5 COMMANDCENTRAL HUB AND PERIPHERALS

CommandCentral Hub (Front/Side)

The CommandCentral Hub (CC Hub) supports the MCC7500E dispatch client as an alternative to the USB AIM module. The CC Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard. This eliminates the need to purchase an external PC when using the CC Hub. Each CC Hub supports one MCC7500E dispatch client.

CommandCertral Hub (Rear View)

Headset Jackbox

The headset jack box is specifically designed for use with various Motorola consoles and allows a dispatch console user to use a headset while operating the dispatch console. When used with the MCC 7500E console, it requires an AIM module or CommandCentral Hub also be used.

The CommandCentral Hub can support up to two headset jackboxes allowing simultaneous use of two separate headsets. The headset jackbox supports headsets that use either 6-wire or 4-wire frame connectors. The 6-wire headsets have a PTT button while the 4-wire headsets do not have a PTT button.

Footswitch

The footswitch is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module or Command Central HUB also be used. It provides

Use or disclosure of this proposal is subject to the restrictions on the cover page.

two foot pedals, one for transmit and the other for monitor. Each MCC 7500E Dispatch Console can support one footswitch.

The footswitch provides two foot pedals in a rugged, metal housing with a 10 foot cable. One pedal is for the general transmit feature and the other pedal is for the monitor feature. The footswitch makes it possible for a dispatch operator to operate these features with their feet so their hands are free for other tasks.

Gooseneck Microphone

The desktop gooseneck microphone is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module or Command Central HUB also be used. It has an 18 inch flexible shaft, a transmit button, a monitor button and a 10 foot cable to connect it to the AIM or CommandCentral Hub. The 18-inch long, flexible shaft makes it possible for the dispatcher to position the microphone head within a few inches of their mouth even when the base is placed behind a keyboard or writing area.

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active. If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function when the dispatcher presses the transmit button on it. This solution prevents the desk microphone from picking up unwanted background sound when the dispatcher uses a headset to transmit.

Each MCC 7500E Dispatch Console can support 1 desktop microphone.

Desktop Speakers

Two audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.

The MCC 7500E can support a maximum of 8 individual speakers per dispatch position.

1.2 Design Assumptions

Motorola has made several assumptions in preparing this proposal which are noted below. In the event that an assumption is found to be invalid, Motorola will review the impact of the assumption on the schedule & pricing and may need to issue a contract change order.

- Customer will be responsible to provide connectivity from the proposed dispatch site to City of Houston's master site.
- Customer is responsible to provide furniture for the proposed MCC 7500E dispatch positions.
- Existing control stations and antenna assembly will be used as a fallback solution. No new control stations are included as part of this proposal.
- Customer will be responsible to provide a KVL to load the encryptions.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

- No logging recorder or any interfacing equipment is included as part of the proposal. Existing analog logging recorder will be used. Any expansion or upgrades required on the logging recorder will be Customer's responsibility.
- No Subscribers or subscriber programming is included in the proposal.
- No coverage guarantee or coverage testing is part of this proposal.
- Customer will provide space for the installation of the MCC 7500E console positions equipment as outlined in this proposal
- All existing sites or equipment locations will have adequate electrical power and site grounding (per R56) to support the requirements of the system described. Any R-56 upgrades are customer's responsibility.
- Any site/location upgrades or modifications are the responsibility of the Customer. Structural upgrades and/or modifications to any existing building or towers are not included. Customer is responsible for all civil work required for this project.
- The customer is responsible for providing a 120VAC 20A Quad Outlet within 6ft of the dispatch console position equipment.
- Motorola will provide a UPS for the new console position; no other backup power solution is included in this proposal, customer responsible for site wide backup power.
- Customer is responsible for all lease agreements for the land access and tower use.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola receiver(s). Should the customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer.
- Motorola assumes additional ports are available on the existing LAN switches for the proposed position.
- Motorola assumes the new dispatch console position will utilize the current backroom equipment and configuration. No back up consolettes or control stations are included as part of this proposal.
- The Customer is responsible to provide a storage, receipt and inventory of the proposed equipment and delivery to the site locations.
- Any existing equipment and/or antenna and lines' removal will be customer's responsibility.

1.3 Proposed Equipment

The following equipment is included for the new position:

- QTY (1) MCC7500E Dispatch Operator Position with:
  - (1) CommandCentral Hub
  - (1) 22 inch touch Monitor
  - (1) Dispatch Speaker Set
  - (1) Footswitch
  - (1) Gooseneck microphone

Use or disclosure of this proposal is subject to the restrictions on the cover page.

- (2) Headset jacks
- (2) Headset bases and tops
- (1) Enhanced IRR with Speakers
- (1) 900W UPS

- QTY (1) External USB DVD Drive

The following equipment is included for the MCC 7500E upgrades:

- QTY (3) MCC7500E Dispatch Operator Positions, each with:
  - (1) CommandCentral Hub
  - (1) Dispatch Speaker Set
  - (1) MCC 7500 to MCC 7500E License Conversion
  - (1) Enhanced IRR
- QTY (1) External USB DVD Drive

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Section 2

Statement of Work

2.1 Work Breakdown Structure

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m.	X	X
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X

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Tasks	Motorola Solutions	Customer
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	X
Present equipment layout plans and system design drawings.	X	
Provide link specifications and demarcation points.	X	
Provide link that meets specification demarcation point 15 ft from equipment.		X
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		

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Tasks	Motorola Solutions	Customer
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		

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Tasks	Motorola Solutions	Customer
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Deliverable: Equipment installed.		
Console Installation and Configuration		
Install PC workstation with keyboard and mouse and monitor.	X	
Install consoles and the purchased peripheral equipment in accordance with R56 standards and state/local codes.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	

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Tasks	Motorola Solutions	Customer
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.	X	X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that consoles are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		

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Tasks	Motorola Solutions	Customer
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide system drawings. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 Schedule

	Q1			Q2			Q3		
PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Project Kickoff									
Design / Order									
Manufacture									
Install/Upgrade Dispatch									
Program / Config / Optimize									
Testing									
Cut-Over (Go-Live)									
Final Acceptance									

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Section 3

Essential Plus Services

3.1 Overview

Motorola Solutions is proposing our Essential Plus Services for the new console position for the first year, and the Years 2-5 for an additional purchase option. The existing consoles are covered under Waller County's existing service contract. Essential Plus Services are proposed for ASTRO® 25 infrastructure to provide Waller County with the support needed to detect and resolve unforeseen issues. Essential Plus Services consists of the following elements:

- Network Hardware Repair
- Security Update Service (SUS).
- On-site Infrastructure Response.

Together, these elements will help to avoid operational disruptions and maintain the value of Waller County's communications investment.

3.2 Essential Plus Element Descriptions

The following sections describe the elements proposed for Waller County's ASTRO 25 infrastructure.

3.2.1 Network Hardware Repair

To restore Waller County's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

3.2.2 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to Waller County. Motorola Solutions will test anti-virus, operating system, and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to Waller County. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, Waller County will need to download and install them.

3.2.3 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Waller County's ASTRO 25 network location to diagnose issues and restore

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functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between Waller County and Motorola Solutions.

3.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Waller County's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

3.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Waller County, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

3.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

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3.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Waller County with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Waller County's representatives to check repair status, from inbound shipment to return.

3.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Waller County's key point of contact for the definition and administration of services. The CSM will work with Waller County to define service delivery details to address Waller County's specific priorities.

3.3.5 MyView Portal

To provide Waller County with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.

Figure 1-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, Waller County's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

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Section 4

Pricing Summary

Motorola is pleased to provide the following equipment and services to Waller County Sheriff's Office.

Description	Total
MCC7500E Add-on equipment	$99,906.00
Year 1 Warranty	Included
Systems Integration, Installation & Training	$113,452.00
H-GAC Discount	**-$18,230.00**
Grand Total	**$195,128.00**

Maintenance & SUA Out years*	
	Warranty, Maintenance and Upgrade Services
Year 2	$9,495.20
Year 3	$9,789.88
Year 4	$10,096.98
Year 5	$10,417.17

* If Customer does not opt to purchase outyears at this time, then services pricing will reflect current support pricing at the time of purchase.

Price Adjustment Due to Market volatility: Motorola's proposal is conditioned upon the ability of Motorola to complete the project at the prices set forth herein. Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, Motorola reserves the right to review all material pricing prior to placing any order for materials or equipment required for new towers or shelters and related civil work at each site in order to verify price validity. In the event of a cost increase in material, equipment or energy occurring during performance of the project through no fault of Motorola, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. The freight rates are estimated. Motorola reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.

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Department of Labor, Consumer Price Index, “All Items,” Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. “All Items,” not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

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Section 5

Terms and Conditions

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Section 6

Our Commitment

Motorola Solutions connects people through technology. Businesses and government agencies around the world turn to Motorola Solutions innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

You can find Motorola Solutions products and services in a wide range of workplaces. From the retail floor to the warehouse floor, and from the small town police station to the most secure government offices, our products support customers who make up the diverse global economy. We are proud that our products support mobile transactions of all kinds, as well as the safety and security of citizens everywhere.

Our customers rely on us for the expertise, services and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola Solutions—An Industry Leader

Motorola Solutions serves both enterprise and government customers with core markets in public safety government agencies and commercial enterprises. Our leadership in these areas includes public safety communications from infrastructure to applications and devices such as radios as well as task-specific mobile computing devices for enterprises. We produce advanced data capture devices such as barcode scanners and RFID (radio-frequency identification) products for business. We make professional and commercial two-way radios for a variety of markets, and we also bring unlicensed wireless broadband capabilities and wireless local area networks—or WLAN—to retail enterprises

Pioneering New Areas of Cognitive Research

As an industry leader in government and public safety, we design and develop devices including radios and the infrastructure that supports them. Our mission-critical design philosophy led to our new High Velo County Human Factors investigation, an area of cognitive research that helps us develop products for first responders by working with them in crisis situations to study their communication needs. We take what we learn in the field and bring it back to the lab to create products that will function under extreme conditions and networks that will reliably support those products.

Our Focus: Our Customers

Working with our global channel partner community, Motorola Solutions reaches an extensive customer base, from small businesses to Fortune 500 companies. Our focus is on developing integrated end-to-end solutions that deliver a clear return on investment, and our products empower individuals through seamless connectivity.

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H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. (“Motorola”) and ___Waller County Sheriff Office__ (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Customer desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Customer; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the “H-GAC Contract”), which provided that End Users may purchase communications and related equipment and services from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A “Motorola Software License Agreement”
Exhibit B “Payment”
Exhibit C Technical and Implementation Documents
- C-1 “System Description” dated ___8-7-24_____
- C-2 “Pricing Summary & Equipment List” dated _____8-7-24
- C-3 “Implementation Statement of Work” dated ____8-7-24____
- C-5 “Performance Schedule” dated _____8-7-24_____

Exhibit D “System Acceptance Certificate”
Exhibit E H-GAC Contract No. RA05-21

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, except that Exhibit E shall prevail over this entire Agreement in the event of a conflict, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war,

riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations.

Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____$234,927.00_____, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will

occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry

their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived

by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola

is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled

installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized

representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: ___Lynn Anto_____	Name: _____
Title: ___Area Sales Manager_____	Title: _____
Date: _____	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of

Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit E

H-GAC Contract No. RA05-21

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H-GAC

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

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

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

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

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

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

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ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

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

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

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ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

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Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

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Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

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ARTICLE 32: CONFLICT OF INTEREST

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

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

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Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

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

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

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

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The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

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

ARTICLE 40: JOINT WORK PRODUCT

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

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

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

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ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

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unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

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

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

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

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.		**H-GAC**	
Signature	DocuSigned by: Neil Thomas 5735C8DA453B4A1...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Neil Thomas	Name	Chuck Wemple
Title	Vice President, Western Region	Title	Executive Director
Date	9/28/2021	Date	9/27/2021

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H-GAC

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

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

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provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

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Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

a. General liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
    i. Product liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is $500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

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guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount

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f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

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ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

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Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

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continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

5. **Dealer/Reseller as Respondent**

   If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. **Approval by Manufacturer**

   Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. **Administrative Fee**

   For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

   Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. **Contractor Status**

   Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

   a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
   b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
   c) Whether Respondent is a Texas resident or a non-resident business.

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Attachment A

Motorola Solutions Inc.

Radio Communications/Emergency Response Equipment

Contract No.: RA05-21

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	**PA**	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
2	**PB**	Integrated Command Control Equipment System Integration Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	

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3	**PC**	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
4	**PD**	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc..) Network Services for all category technologies Cloud Services and Associated Integration	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.***	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR **Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.**						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	$180-$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	$55-$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	$180-$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	$1,900

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			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	$2,100
APC SUMMARY						
	6	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

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	127	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

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	943	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

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	327	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip

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H-GAC

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

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

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

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

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

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

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ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

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

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

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ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

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Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

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Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

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ARTICLE 32: CONFLICT OF INTEREST

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

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

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Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

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

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

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

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The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

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

ARTICLE 40: JOINT WORK PRODUCT

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

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

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

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ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

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unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

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

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

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

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.		**H-GAC**	
Signature	DocuSigned by: Neil Thomas 5735C8DA453B4A1...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Neil Thomas	Name	Chuck Wemple
Title	Vice President, Western Region	Title	Executive Director
Date	9/28/2021	Date	9/27/2021

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H-GAC

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

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

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provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

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Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

a. General liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
    i. Product liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is $500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

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guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount

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f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

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ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

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Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

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continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

5. **Dealer/Reseller as Respondent**

   If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. **Approval by Manufacturer**

   Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. **Administrative Fee**

   For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

   Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. **Contractor Status**

   Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

   a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
   b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
   c) Whether Respondent is a Texas resident or a non-resident business.

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Attachment A

Motorola Solutions Inc.

Radio Communications/Emergency Response Equipment

Contract No.: RA05-21

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	**PA**	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
2	**PB**	Integrated Command Control Equipment System Integration Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	

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3	**PC**	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
4	**PD**	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc..) Network Services for all category technologies Cloud Services and Associated Integration	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.***	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR **Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.**						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	$180-$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	$55-$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	$180-$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	$1,900

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			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	$2,100
APC SUMMARY						
	6	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

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	127	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

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	943	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

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	327	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip

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H-GAC

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

Cooperative Agreement - Contract - Watson Furniture Group, Inc. - Public Services - ID: 10844

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Watson Furniture Group, Inc., hereinafter referred to as the Contractor, having its principal place of business at 26246 Twelve Trees Lane NW, Poulsbo, WA 98370.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Aug 01 2023 and ends Jun 30 2025. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

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

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

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that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

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Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Brian Denzel, H-GAC, Public Services Manager at brian.denzel@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration

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of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

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

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

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ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

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

ARTICLE 32: CONFLICT OF INTEREST

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

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107),

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which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

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

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

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

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

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

ARTICLE 40: JOINT WORK PRODUCT

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

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

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

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

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Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the

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Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

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

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

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the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Watson Furniture Group, Inc.		**H-GAC**	
Signature	DocuSigned by: 0642104FAD5A4A4...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Sandy Yokeley	Name	Chuck Wemple
Title	Chief Revenue Officer	Title	Executive Director
Date	8/21/2023	Date	8/25/2023

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H-GAC

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

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

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

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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9-1-1 Equipment & Emergency Notification Software and Services Scope of Work

2. Scope of Work/Specifications

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

2.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, distributors, installers and service providers of 911 Equipment & Emergency Notification Software and Services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. H-GAC will seek to minimize duplication of awarded technologies and brands, but our goal is to contract for a variety of technologies and solutions, affording our members a broad choice in their 911 / Public Safety Answering Points (PSAP) needs.

2.2. Categories

This Solicitation is divided into four (4) separate but related categories (A-D). Respondent is advised to offer a wide array, or catalog, of products within each category listed below. When submitting a response, Respondent may choose to give a response on any, or all, of the categories. No additional weighted value will be given to a respondent who responds to more than one or all categories listed.

1. **Equipment:** Fixed/portable PSAP workstation/terminal equipment; emergency notification equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable, etc.
2. **Software:** 911 records management, emergency notification software; Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (note: ongoing monitoring fees should be priced as annual or multi-annual fees to accommodate HGAC's one-time fee accrual process).
3. **Furniture:** Consoles, chairs, etc.
4. **Other:** 911 related equipment, systems and services not otherwise specified.

Attachment A
Watson Furniture Group Inc
911 Equipment & Emergency Notification Software and Services
Contract No. EC07-23

H-GAC Product Code	Item Description	Discount (%)
C - Furniture	Consoles, chairs, etc. Effective 06/14/2023	56.1%

Proposal 1

Waller County Sheriff's Office, Add-on

Specified For:	WALLER COUNTY SHERIFF'S OFFICE	**Watson Rep Firm:**	Access Marketing
Contact Name:	Dawn Ulbricht	**Watson Sales Rep:**	Jeff McClain
Phone Number:	9798268282	**Phone Number:**	316-512-9022
Email Address:	d.ulbricht@wallercounty.us		

Project Summary: (1) Add-On Mercury Pro Console

Contract: HGAC EC07-23

Add-On Position Includes:
60”W Pro Worksurface – Height-Adjustable with Depth Adjustment, Environmental Control and In-Dash Power
- Environmental Control: Forced Air Heat, Cooling Fans, LED Ambient Lighting and Dimmable LED Task Lighting
- In-Dash Power: 2 Power Outlets
Dual Tier Monitor Array – Height-Adjustable with Individually Adjustable Monitor Arms: 3 over 3
Cable Bridge
Technology Cabinet to Accommodate up to (3) Full-Tower PCs (Max Height per Unit: 20”H)
Personal Stacker – Open / Door / Box
Screens – 54”H Fabric and Clear Acrylic
Technology Ports – (6) USB-A Data l (1) Dual USB-A+C Charging l (2) RJ45/CAT6 l (1) RJ11/Phone l (2) 35mm Audio *REQUIRES CONFIRMATION*

Finish Selection: Worksurface: Walnut Heights, Edge: Charcoal, Case Laminate: Charcoal, Face Laminate: Fashion Grey, Powder: Fashion Grey, Screen Fabric: Grey Brindle

Installation:

Type of Site – Existing Consoles
Pre-Installation Site Prep – None
Location – 1st Floor
Electrical Source – Unconfirmed
Prevailing Wage or Union – No
Additional Information – Quote Does Not Include Prevailing Wage and Union Labor Requirements

Quote Date: 7/31/2024 **Quote Expiration** 10/31/2024 **Quote Revision:** 05 **Watson Account Manager:** Kelsey Hoskins

Terms and Conditions

Drawings and Floorplans

It is necessary that accurate room dimensions and features are provided to Watson for space planning and installation. Watson commits to providing product symbols that are correct in size. It is the responsibility of the customer to verify that the room dimensions and features provided to Watson are accurate prior to submitting a purchase order.

All purchase orders must be accompanied by the drawing and quote that has been approved for manufacture. Watson quotes are valid 90 days from the date of issue.

Purchase Orders and Order Acknowledgments

Purchase orders should be submitted via email to:

orders@watsonfg.com

All purchase orders must include the following information:

- Sold-to information including billing address and contact name with email and phone number
- Ship-to information including installation address and contact name with email and phone number
- Purchase order number
- Order total
- Final finish selections
- Approved final drawing and quote for manufacture (proposal and revision number must match across all pages)
- Requested delivery / installation date

Any omission may result in the delay of processing the order. All quotations, acknowledgments, and invoices are subject to corrections for errors or omissions.

All orders and subsequent change orders must be in writing. Watson will issue an acknowledgment of the order that includes estimated delivery date. The acknowledgment is the final agreement between Watson and the customer.

Order Cancellations and Changes

Acknowledged orders may not be changed or canceled, in whole or in part, without prior written consent of Watson.

Orders for which production has started may not be canceled. Orders that include non-standard products and non-standard finishes may not be canceled. In the event of cancellations prior to the start of production, for standard products, the customer will be liable for cancellation charges of 25% of the order total.

Any approved order change will require the customer to resubmit the approved final drawing and quote reflecting the requested change. An order change may affect the delivery date. Expenses incurred because of order changes will be charged to the customer.

Taxes

All sales, use, excise, and other applicable taxes are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate at the time the order is placed.

Payment Terms

Orders are invoiced at time of shipment. When credit is extended, standard terms are Net 30 unless otherwise stipulated in contractual agreements.

Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

Credit card payments are accepted up to $5,000. Payments above that amount can be made by check or ACH.

Freight

Freight will be quoted on a per project basis considering destination location, order size and weight as well as the current freight market. Watson Console freight terms are FOB destination to all 50 US States.

Charges incurred by Watson complying with non-standard shipment requests such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests or temporary holding will be invoiced to the purchaser. Risk of loss shall pass to purchaser at the time Watson places the product(s) in the possession of a common carrier or at the time of delivery to the purchaser in the case of delivery by Watson vehicles.

Freight Claim

We'll file the freight claim on your behalf.
But to do that – we'll need your help.

FREIGHT DAMAGE: It is the customers responsibility to examine products upon receipt, note the damage or shortage on the bill of lading, and to notify Watson within 24 hours of delivery. Failure to provide notice within 24 hours constitutes acceptance of the product.

CONCEALED DAMAGE: Claims must be made by the customer in writing and with photographs within five (5) business days after delivery. Failure by the customer to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

Storage

We understand that projects sometimes face unforeseen delays. If the request to move an order out is received more than 25 business days prior to the acknowledged ship date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 25 business days prior to the acknowledged ship date, customers may opt to contract storage with Watson for up to 30 days post-ship date. Watson charges a storage fee of $1 per day per $1,000 of the total order invoice. The minimum storage fee is $250. When storage occurs, we will consider that the product has been delivered to the customer for all purposes, and invoicing will occur. Costs for storage will be subsequently invoiced to the customer.

Force Majeure

Watson shall not be liable for any loss, damage, or delay resulting from forces beyond its reasonable control including fire, flood, strike or other labor difficulty, act of God, or due to any cause beyond its reasonable control. In the event of any such delay, delivery will be postponed by such length of time as may be reasonably necessary to accommodate for the delay.

watson consoles
26246 Twelve Trees Lane NW
Poulsbo, WA 98370
www.watsonconsoles.com 360.394.1300
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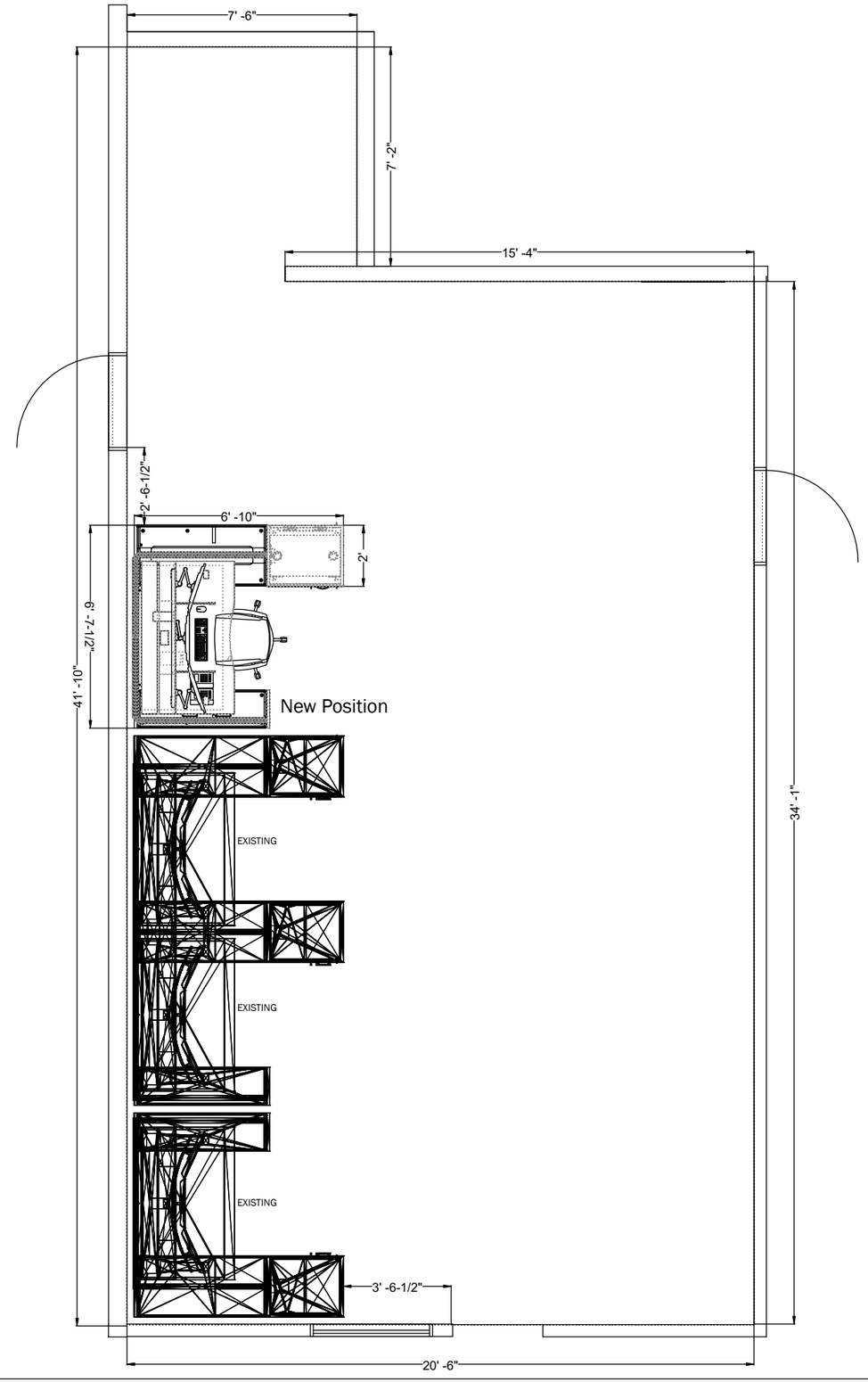

Project

Waller County Sheriff's Office, Add-on

Proposal 1

Quote Revision: 05

Quote Date: 7/31/2024

Drawn By: KH

Watson Sales Rep

Jeff McClain

Watson Account Manager

Kelsey Hoskins

Full Room 2D

Verify Dimensions

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Project

Waller County Sheriff's Office, Add-on

Proposal 1

Quote Revision: 05

Quote Date: 7/31/2024

Drawn By: KH

Watson Sales Rep

Jeff McClain

Watson Account Manager

Kelsey Hoskins

Full Room 3D

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Project

Waller County Sheriff's Office, Add-on

Proposal 1

Quote Revision: 05

Quote Date: 7/31/2024

Drawn By: KH

Watson Sales Rep

Jeff McClain

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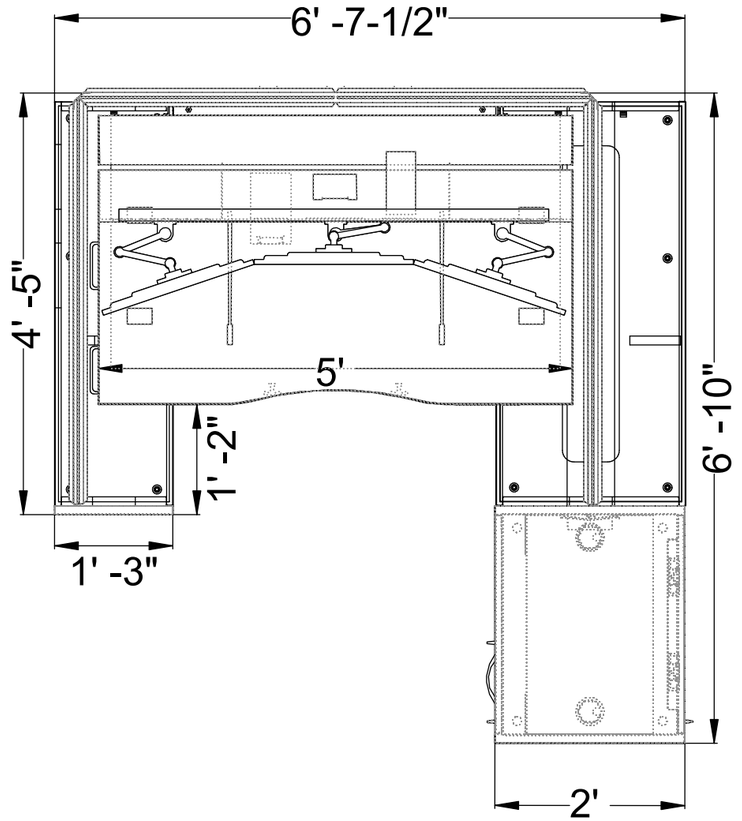
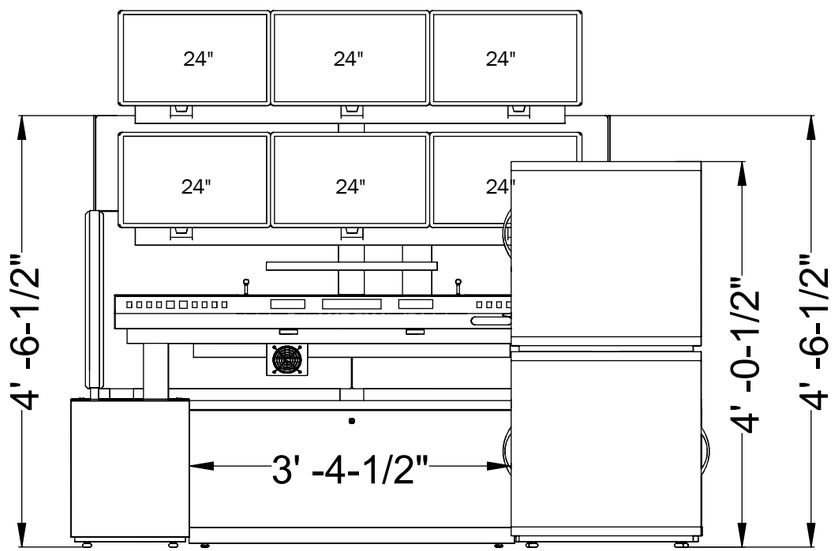
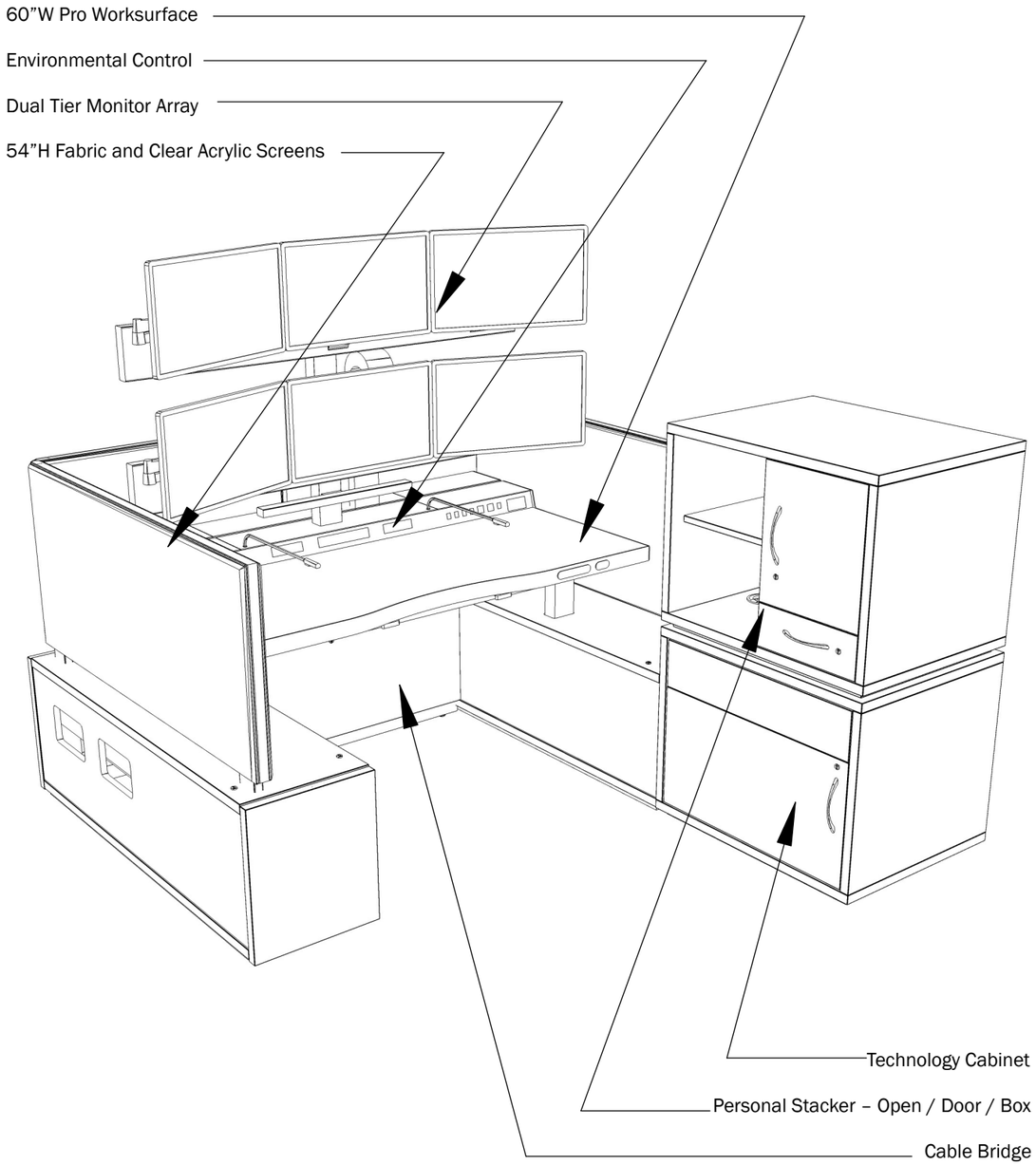
Kelsey Hoskins

Full Room 3D







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Project

Waller County Sheriff's Office, Add-on

Proposal 1

Quote Revision: 05

Quote Date: 7/31/2024

Drawn By: KH

Watson Sales Rep

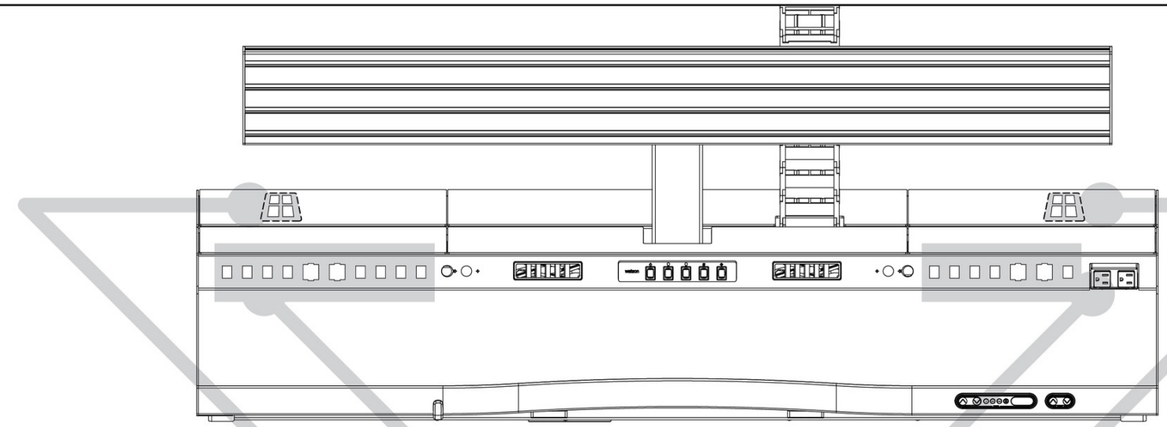
Jeff McClain

Watson Account Manager

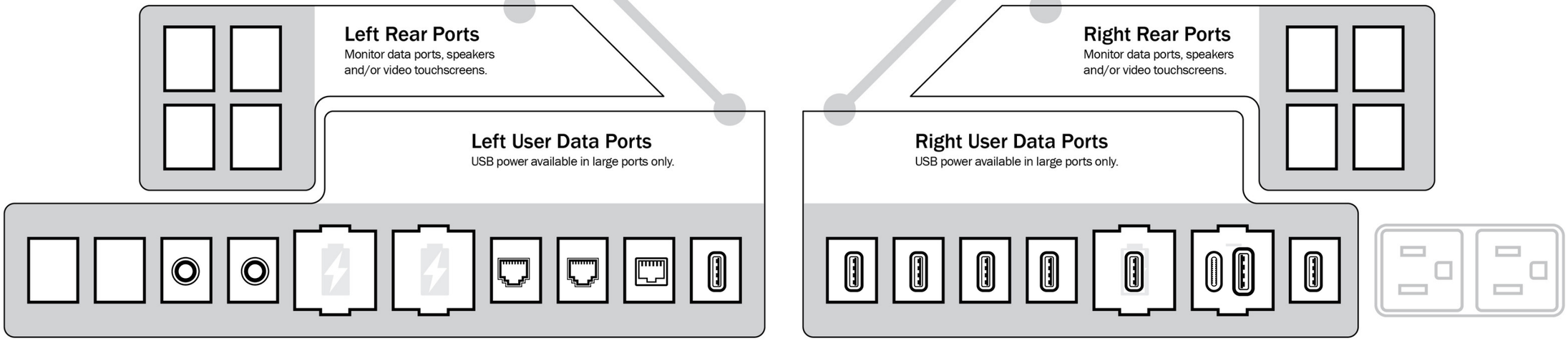
Kelsey Hoskins

Typical 2D & 3D

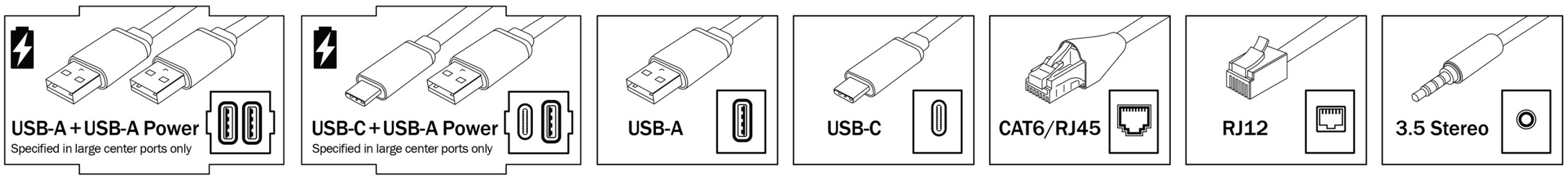
Mercury Pro



RIGHT
Tech Cabinet
PC COUNT: 3



Data Port Types



Optional features may be shown.

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Project

Waller County Sheriff's Office, Add-on

Proposal 1

Quote Revision: 05
Quote Date: 7/31/2024
Drawn By: KH

Watson Sales Rep

Jeff McClain

Watson Account Manager

Kelsey Hoskins

Techport Layout

Proposal 1 - Quote

Project: Waller County Sheriff's Office, Add-on

Sold to
Company name: WALLER COUNTY SHERIFF'S OFFICE
Contact Person: Dawn Ulbricht
Contact Phone: 9798268282
Contact Fax:

Distributor
Company name: Access Marketing
Salesperson: Jeff McClain
Salesperson Phone: 316-512-9022
Salesperson Fax:

watson
26246 Twelve Trees Lane NW Poulsbo, WA 98370
360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
Main 01					
1	1	HD6H155118L-G	MERCURY PRO HUB, 15"D x 51"W x 18H", LEFT HAND, WITH GROMMET	$2,122.57	$2,122.57
2	1	HD6H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18H", RIGHT HAND, NO GROMMET	$2,265.24	$2,265.24
3	1	HD6W3660D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 60"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY	$4,416.34	$4,416.34
4	1	HG6CS60G	MERCURY CABLE BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 60"W CONSOLE, WITH GROMMET	$458.76	$458.76
5	2	HGA	MERCURY ARRAY	$930.68	$1,861.36
6	1	HGBS1518D-L	MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, LEFT HAND	$57.07	$57.07
7	1	HGBS2418D-R	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND	$79.02	$79.02
8	1	HGPSODB243024R	MERCURY PERSONAL STACKER, OPEN DOOR BOX, 24"D x, 30"W x 24"H, RIGHT HAND	$807.76	$807.76
9	1	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	$30.73	$30.73
10	1	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	$30.73	$30.73
11	2	HGSR5154FAC	MERCURY RETURN SCREEN, 51"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	$790.20	$1,580.40
12	1	HGSS6054FAC	MERCURY SPINE SCREEN, 60"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	$1,158.96	$1,158.96
13	1	HGTB243024R	MERCURY TECHNOLOGY BASE, 24"D x 30"W x 24"H, RIGHT HAND	$1,097.50	$1,097.50
14	1	HHC1518	MERCURY HUB COVER, 15"D x 18"H	$39.51	$39.51
15	2	TXXTECHAUDIO25	TECH LINK, 3.5MM STEREO AUDIO JACK, BLACK, 25' CORD	$26.34	$52.68
16	2	TXXTECHDATA25	TECH LINK, CAT6 / RJ45, DATA, BLACK, 25' CORD	$48.29	$96.58
17	1	TXXTECHPH25	TECH LINK, RJ11 / RJ12 PHONE JACK, BLACK, 25' CORD	$21.95	$21.95
18	6	TXXTECHUSB15	TECH LINK, SINGLE USB A, DATA, BLACK, 15' CORD	$30.73	$184.38
19	1	TXXTECHUSBP-ACB	TECH LINK, USB A+C, CHARGER, BLACK	$118.53	$118.53
20	1	TXXTECHUSBX	TECH LINK, USB EXTENSION CABLE, 16' CORD	$74.63	$74.63
21	1	WAKEY-STD	MASTER KEY, STANDARD LOCK (082000)	$26.34	$26.34
				Total Main 01	**$16,581.03**

Product Subtotal	**$16,581.03**
Watson Installation	$3,777.00
Freight	$755.40
Grand Total	**$21,113.43**

GULF COAST REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 7131627-3200

Request to Add a Call Taking Position

PSAP requesting a Call Taking Position:

Number of workstation positions today: 3

Number of call-taking workstation positions requested: 1

Call Volume
Daily average of 9-1-1 and administrative calls per position for previous 18 months:
641 per position

Peak call volume telephone call times or patterns:
1pm- 5pm

Demographics
Population of the area served by the proposed PSAP: 105,254

Percentage of total county population: 100 %

Percentage population growth previous two (2) years: 7.5 %

List additional factors for consideration for adding a 9-1-1 Call Taking Position at your PSAP. Attach additional sheet(s) if necessary.
Adding a 4th position

By signing this form jurisdiction certifies that it meets all of the criteria for adding an additional call taking position as required by the GCRECD PSAP Management Policy.

Authorized Signature

Date

Return completed form to Kim Ward, Program Manager at Kim.Ward@gulfcoast911.org. If you have additional questions, contact Kim Ward at 713.993.2459.

Changes 10/2/2024

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
363	2024	GMC	Sierra 1500 SLT 4x2CrewCab SWB	1GTPHDED5RZ278699	04/09/24	X	X		X	05/01/24	County Judge	X
365	2023	RAM	1500 Pickup	1C6RREGG8PN585525	04/10/23	X	X		X	04/19/23	Director of Policy	X
County Judge					**Total Number of Vehicles:**			**2**	**2**			
0	2024	Chev	Silverado Trail Boss Crew Cab	3GCUDCED0RG331351	07/25/24	X	X	X	X	08/21/24	County Commissioner	X
Precinct 4, Commissioner					**Total Number of Vehicles:**			**1**	**1**			
173	2015	Chev	Caprice	6G3NS5U22FL121308	12/17/15	X	X	X	X	05/01/24	Remove	X
180	2016	Chev	Trax	3GNCJKSB6GL189486	04/19/16	X	X		X	05/01/24	Investigator	X
185	2017	Chev	Tahoe	1GNSCAKC8HR124920	10/27/16	X	X	X	X	05/01/24	Investigator	X
186	2017	Chev	Traverse	1GNKRFED4HJ173949	10/27/16	X	X		X	05/01/24	ADA	X
230	2008	Cadillac	CTS	1G6DR57V280161521	05/17/18	X			X	05/01/24	SO-Shop Foreman	X
235	2014	Ford	F150	1FTMF1CM1EKE19233	07/30/18	X	X		X	05/01/24	Comm Service Supervisor	X
271	2020	Chev	Trax	3GNCJKSB1LL238992	02/18/20	X	X	X	X	05/01/24	ADA	X
	2023	Ford	Explorer	1FM5K8AB0PGC18032	08/16/24	X	X	X	X		Investigator	X
District Attorney					**Total Number of Vehicles:**			**7**	**7**			
34	2008	Ford	Expedition XLT	1FMFU15558LA63593	04/14/08	X		X				
188	2017	Chev	Colorado	1GCGTBEN3H1143827	12/05/16	X	X					
213	2018	Chev	Colorado	1GCGTBEN9J1118002	09/21/17	X	X		X	05/01/24	Designated Rep	X
273	2020	Ford	F150	1FTEW1EPXLKD52057	03/09/20	X	X	X				
346	2022	Texas Bragg	Utility Trailer	17XFL1426N1110361	09/12/22	X	X					
Environmental					**Total Number of Vehicles:**			**5**	**1**			
197	2014	Chev	Silverado	3GCPCREH6EG191967	01/27/17	X	X	X				
249	2019	Ford	F150	1FTEW1E53KKC90403	04/11/19	X	X	X	X	05/01/24	Fire Marshal	X
283	2004	Featherlite	4926 Car Trailer	4FG-A4202-7-4C069398	05/07/20	X						
302	2021	Ford	F150	1FTFW1E56MFA33915	03/05/21	X	X	X	X	05/01/24	Fire Investigator	X
320	2021	Cargo Mate	EHW Utility Trailer	5NHUEH216MY085082	11/03/21	X	X					
344	2022	Ford	F250	1FT7W2B6XNEE81007	08/15/22	X	X	X	X	05/01/24	Fire Investigator	X
368	2022	Salv	Utility Trailer	7GG1E2025NW021770	06/07/23	X	X					
389	2024	Ford	F-250	1FT7W2BN4REC43666	01/03/24	X	X	X				
392	2024	Chev	Tahoe	1GNSCLED7RR171213	03/25/24	X	X		X	05/01/24	Fire Investigator	X
Fire Marshal					**Total Number of Vehicles:**			**9**	**4**			

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
326	2021	Chev	Tahoe	1GNSCLED3MR446374	01/11/22	X	X	X				
343	2022	Chev	Equinox	3GNAXHEVXNS217713	08/01/22	X	X	X				
Juvenile Probation					**Total Number of Vehicles:**			**2**	**0**			
9	2002	Ameritrail	Trailer	17YBP12132B025296	12/10/03	X						
76	2015	Chev	Silverado 2500	1GC2DUEG9FZ525866	04/09/15	X	X					
77	2003	Chev	C1500 PU	1GCEC14V33Z220452	12/30/02	X						
82	2009	Chev	2WD Ext Cab	1GCEC29029Z198455	03/10/09	X	X					
153	2010	C-5	Car Hauler Trailer	4C9BU1622AE102618	09/17/10	X	X					
240	2015	Ford	F150 XLT	1FTEW1CP8FKD54929	01/14/19	X	X					
262	2019	Ford	F350	1FD8W3GT5KED95247	04/29/19	X	X					
284	2020	Ford	F350	1FD8W3GT0LED78373	08/21/20	X	X					
318	2010	International	MaxxForce Bucket Truck	1HTMMAAL5AH261957	09/02/21	X	X					
356	2020	BCI	Trailer	4B9B1UD21MS075069	09/13/22	X	X					
357	2005	Chev	3/4 ton P/U	1GCHC29UX5E326698	10/06/22	X						
409	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ2RG246406	07/23/24	X	X					
410	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ4RG246407	07/23/24	X	X					
Maintenance					**Total Number of Vehicles:**			**13**	**0**			
90	2010	Chev	Tahoe	1GNMCAE09AR195687	04/09/10	X	X	X				
170	2015	Ford	F150	1FTEW1EF3FKE61245	11/10/15	X	X	X	X	05/01/24	Constable	X
266	2019	Ford	F150 Police Responder	1FTEW1P42KKD29681	07/02/19	X	X	X	X	05/01/24	Deputy	X
Precinct 1, Constable					**Total Number of Vehicles:**			**3**	**2**			
3	1990	BMY	Cargo Truck	2500354	12/19/13	X	X					
4	1990	BMY	Cargo Truck	2500739	12/19/13	X	X					
47	2003	Ford	Expedition XLT	1FMRU15W53LB10393	11/20/02	X			X	05/01/24	Reserve	X
89	2014	Chev	Tahoe	1GNLC2E09ER201754	01/02/14	X	X	X				
105	2010	Dodge	Charger	2B3CA5CTXAH181720	08/29/12	X	X	X				
113	2010	Ford	Crown Victoria	2FABP7BV1AX127449	05/12/10	X	X	X	X	05/01/24	Reserve	X
129	2007	Ford	Crown Victoria	2FAFP71W57X143321	05/02/14	X						
171	2011	Dodge	Charger	2B3CL1CT5BH539729	12/03/15	X	X	X	X	05/01/24	Reserve	X
196	2009	Ford	Crown Victoria	2FAHP71V29X121537	01/25/17	X			X	05/01/24	Reserve	X
214	2007	Hummer	Truck	AM00010	11/14/17	X	X					
231	2018	Ford	F150	1FTEW1E55JKE18638	05/30/18	X	X	X	X	05/01/24	Constable	X
237	2011	Ford	Crown Victoria	2FABP7BV0BX168740	09/24/18	X	X	X				
287	2020	Ford	Explorer	1FM5K8AC4LGB95387	09/17/20	X	X	X				
Precinct 2, Constable					**Total Number of Vehicles:**			**13**	**5**			

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
87	2014	Chev	Tahoe	1GNLC2E07ER168446	01/31/14	X	X	X				
109	2009	Dodge	Charger	2B3KA43TX9H608475	03/31/09	X		X				
163	2011	Chev	Tahoe	1GNLC2E02BR327871	10/28/15	X		X				
164	2011	Chev	Tahoe	1GNLC2E01BR327019	10/28/15	X		X				
165	2008	Ford	Crown Victoria	2FAHP71V38X170406	10/28/15	X		X				
166	2010	Ford	Crown Victoria	2FABP7BV5AX133349	10/28/15	X		X				
167	2010	Ford	Crown Victoria	2FABP7BV0AX140063	10/28/15	X		X				
168	2010	Ford	Crown Victoria	2FABP7BVXAX135307	10/28/15	X		X				
226	2017	Chev	Tahoe	1GNLCDKC4HR243893	03/21/18	X	X	X				
276	2020	Chev	Tahoe	1GNLCDEC8LR225062	03/09/20	X	X	X	X	05/01/24	Constable	X
Precinct 3, Constable					**Total Number of Vehicles:**			**10**	**1**			
86	2014	Chev	Tahoe	1GNLC2E01ER169608	12/19/13	X	X	X				
88	2014	Chev	Tahoe	1GNLC2E08ER224006	10/31/14	X	X	X				
265	2019	Ford	Explorer	1FM5K8AR2KGB55201	06/18/19	X	X	X	X	05/01/24	Deputy	X
363	2022	Chev	Tahoe	1GNSCLED9NR240803	12/16/22	X	X	X	X	05/01/24	Constable	X
Precinct 4, Constable					**Total Number of Vehicles:**			**4**	**2**			
391	2024	Toyota	4Runner	JTEMU5JR0R6245645	3/7/2024	X	X		X	05/01/24	JP2 Judge	X
Precinct 2, JP					**Total Number of Vehicles:**			**1**	**1**			
69	**ALL OTHER DEPARTMENTS VEHICLE INVENTORY COUNT**					71	55	38	**25**			

Changes 10/2/2024

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
12	2013	Ford	Taurus	1FAHP2M83DG115107	273	$ 36,273	06/28/12	X	X	X	X	05/01/24	Deputy	X
14	2011	Ford	E350 Pass Van	1FBSS3BL0BDA45404	264	$ 32,169	01/21/11	X	X	X				
17	2011	Ford	F550	1FDUF5HY2BEB26188	268	$ 164,500	08/15/11	X	X	X				
23	2014	Ford	Explorer	1FM5K8AR0EGB44556	278	$ 38,011	01/16/14	X	X	X	X	05/15/24	Deputy Patrol	
26	2014	Ford	Explorer	1FM5K8AR4EGB44558	280	$ 38,011	01/16/14	X	X	X				
28	2015	Ford	Explorer	1FM5K8AR6FGB61430	291	$ 28,830	01/07/15	X	X	X	X	05/01/24	Deputy Patrol	X
29	2015	Ford	Explorer	1FM5K8AR6FGB62142	292	$ 30,563	01/09/15	X	X	X				
30	2015	Ford	Explorer	1FM5K8AR7FGA88844	289	$ 30,563	11/04/14	X	X	X				
36	2009	Ford	Expedition	1FMFU155X9EB20165	249	$ 28,267	10/09/09	X		X	X	05/01/24	Dispatch Supervisor	X
38	2010	Ford	Expedition	1FMJK1G53AEA99239	257	$ 30,200	01/13/10	X		X	X	05/01/24	Unassigned	
39	2015	Ford	Expedition	1FMJK1GT4FEF15269	290	$ 37,652	01/07/15	X	X	X	X	05/01/24	Sergeant	X
43	2015	Ford	Expedition	1FMJU1FT2FEF23981	293	$ 30,028	01/30/15	X	X	X	X	05/01/24	Deputy	X
51	2014	Ford	F150 Crew Cab	1FTFW1CF0EKD62131	283	$ 30,970	3/5/2014	X	X	X	X	05/01/24	Dispatch Supervisor	X
52	2014	Ford	F150 Crew Cab	1FTFW1CF9EKD62130	282	$ 30,970	3/5/2014	X	X	X	X	05/01/24	Unassigned	
145	2010	Chev	Impala	2G1WA5EK6A1152510	275	$ 18,532	04/04/13	X			X	05/01/24	Admin Assistant	X
154	2014	Top Hat	Trailer	4R7BU1625ET138296	295	$ 10,611	01/26/15	X	X	X				
159	2015	Ford	F150	1FTEW1EF2FKE18273	299	$ 33,867	09/16/15	X	X	X	X	05/01/24	Deputy Patrol	X
160	2004	Toyota	4Runner	JTEZT14R640019280	298	$ 6,379	09/17/15	X						
177	2016	Ford	Expedition	1FMJU1FT0GEF08882	300	$ 38,020	01/04/16	X	X	X	X	05/01/24	Unassigned	
183	2015	Chev	Impala	2G1WB5E37F1164713	306	$ 20,743	06/23/16	X	X	X	X	05/01/24	Detective	X
184	2008	Ford	CVPI 4DOOR	2FAFP71V58X148107	266	$ 38,978	02/23/11	X		X				
189	2017	Chev	Colorado	1GCGTBEN7H1144205	204	$ 32,300	12/05/16	X	X	X	X	05/01/24	Deputy Patrol	X
190	2017	Ford	Explorer	1FM5K8AR4HGB15550	308	$ 42,309	12/14/16	X	X	X				
193	2017	Ford	Explorer	1FM5K8AR0HGB16051	310	$ 36,109	12/27/16	X	X	X	X	05/01/24	Deputy	X
195	2017	Ford	F150	1FTEW1EF9HFA99336	312	$ 35,502	01/25/17	X	X	X				
198	2017	Ford	F150	1FTEW1EF2HCC47771	313	$ 42,275	02/08/17	X	X	X	X	05/01/24	Asst Animal Control	X
199	2017	Ford	Explorer	1FM5K8AR6HGB71300	316	$ 38,439	02/16/17	X	X	X				
201	2017	Ford	F150	1FTEW1CF7HFA76477	314	$ 37,796	03/13/17	X	X	X	X	05/01/24	Asst Animal Control	X
206	2017	Ford	F150	1FTEW1CF5HFA76476	315	$ 38,446	03/21/17	X	X	X			Jailer Shift Supervisor	
217	2018	Ford	Explorer	1FM5K8ARXJGA44085	319	$ 43,258	02/06/18	X	X	X				
218	2018	Ford	Explorer	1FM5K8AR1JGA44086	320	$ 42,858	02/06/18	X	X	X	X	08/21/24	Deputy-SRO	X
224	2018	Ford	Expedition	1FMJU1FT6JEA05607	317	$ 46,751	01/02/18	X	X	X	X	05/01/24	Detective	X
225	2018	Ford	Expedition	1FMJU1FT8JEA05608	318	$ 46,751	01/02/18	X	X	X	X	05/01/24	Deputy	X
238	2014	Chev	Silverado	3GCPCRE0EG160718	321	$ 23,900	12/10/18	X	X	X	X	05/01/24	Lieutenant	X
239	2019	Ford	Police Interceptor Explorer	1FM5K8AR3KGA29431	322	$ 33,085	12/10/18	X	X	X	X	05/01/24	Lieutenant	X
251	2019	Ford	Explorer	1FM5K8AT9KGB15435	104	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Patrol	X
252	2019	Ford	Explorer	1FM5K8AT5KGB15433	105	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Patrol	X
254	2019	Ford	Explorer	1FM5K8AT8KGB15426	107	$ 55,204	04/11/19	X	X	X	X	05/15/24	Unassigned	
255	2019	Ford	Explorer	1FM5K8AT7KGB15434	108	$ 55,204	04/11/19	X	X	X	X		Jail Lieutenant	X
256	2019	Ford	Explorer	1FM5K8AT3KGB15432	109	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Patrol-SRO	X
257	2019	Ford	Explorer	1FM5K8AT1KGB15431	110	$ 55,204	04/11/19	X	X	X	X	05/01/24	Unassigned	
259	2019	Ford	Explorer	1FM5K8ATXKGB15430	112	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Transport	
260	2019	Ford	Explorer	1FM5K8ATXKGB15427	113	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Patrol	
269	2018	Ford	F150	1FTEW1C56JKE39579	115	$ 39,694	01/22/20	X	X	X	X	05/01/24	Patrol Captain	X
279	2020	Ford	F150	1FTEW1E57LKD51320	116	$ 37,759	04/28/20	X	X	X	X	05/01/24	Deputy - Training	X

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
280	2020	Ford	F150	1FTEW1E50LKD51322	117	$ 37,759	04/28/20	X	X	X	X	05/01/24	Animal Control Officer	X
281	2020	Ford	F150	1FTEW1E59LKD51321	118	$ 37,759	04/28/20	X	X	X	X	05/01/24	Lieutenant	X
288	2020	Ford	Explorer	1FM5K8AC2LGB95386	120	$ 39,451	09/23/20	X	X		X	05/01/24	Deputy-Civil	X
289	2020	Ford	Explorer	1FM5K8AC6LGC01139	123	$ 71,003	09/23/20	X	X	X	X	05/01/24	Deputy Patrol-Sergeant	X
290	2020	Ford	Explorer	1FM5K8AC12GC01145	124	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
291	2020	Ford	Explorer	1FM5K8AC2LGC01140	125	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	
292	2020	Ford	Explorer	1FM5K8AC4LGC01141	126	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
293	2020	Ford	Explorer	1FM5K8AC6LGC01142	127	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Transport	X
295	2020	Ford	Explorer	1FM5K8ACXLGC01144	129	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
296	2020	Ford	Explorer	1FM5K8AC8LGC01143	130	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
297	2020	Ford	Explorer	1FM5K8AC3LGC01146	131	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
298	2020	Ford	Explorer	1FM5K8AC5LGC01147	132	$ 71,003	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
304	2021	Ford	Explorer	1FM5K8AC5MNA06887	133	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Transport	X
305	2021	Ford	Explorer	1FM5K8AC1MNA06885	134	$ 70,000	05/06/21	X	X	X	X	05/01/24	Unassigned	
306	2021	Ford	Explorer	1FM5K8AC9MNA06889	135	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
307	2021	Ford	Explorer	1FM5K8AC7MNA06891	136	$ 76,440	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
308	2021	Ford	Explorer	1FM5K8AC5MNA06890	137	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
309	2021	Ford	Explorer	1FM5K8AC7MNA06888	138	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
310	2021	Ford	Explorer	1FM5K8ACXMNA06884	139	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Jailer	X
311	2021	Ford	Explorer	1FM5K8AC3MNA06886	140	$ 76,440	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
312	2021	Chev	Silverado	3GCUYAEF1MG223274	141	$ 38,274	05/06/21	X	X	X	X	05/01/24	Sheriff	X
313	2021	Chev	Silverado	3GCUYAEF1MG236431	142	$ 38,274	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
314	2021	Chev	Tahoe	1GNSCLEDXMR321842	143	$ 54,870	05/06/21	X	X	X	X	05/01/24	Patrol Lieutenant	X
315	2021	Chev	Tahoe	1GNSCLED1MR322409	144	$ 54,870	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
316	2021	Chev	Tahoe	1GNSCLED3MR321908	145	$ 54,870	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
328	2021	Chev	Tahoe	1GNSCLED4MR418454	147	$ 57,266	02/18/22	X	X	X	X	05/01/24	Deputy Patrol	X
329	2021	Chev	Tahoe	1GNSCLED2MR418503	148	$ 57,266	02/18/22	X	X	X	X	05/01/24	Deputy Patrol	
330	2021	Chev	Tahoe	1GNSCLED6MR418598	149	$ 57,266	02/18/22	X	X	X	X	05/01/24	Deputy Patrol	X
333	2022	Chev	Tahoe	1GNSCLED4NR244340	155	$ 40,000	06/08/22	X	X		X	05/01/24	Lieutenant	X
335	2022	Chev	Tahoe	1GNSCLED5NR245327	150	$ 43,458	06/29/22	X	X	X	X	05/01/24	Sgt Transport	X
336	2022	Chev	Tahoe	1GNSCLED1NR245428	151	$ 43,458	06/29/22	X	X	X	X	05/01/24	Evidence Technician	X
337	2022	Chev	Tahoe	1GNSCLED5NR245352	152	$ 43,458	06/29/22	X	X	X	X	05/01/24	Lieutenant	X
338	2022	Chev	Tahoe	1GNSCLED3NR245608	153	$ 43,458	06/29/22	X	X	X	X	05/01/24	Lieutenant	X
339	2022	Chev	Tahoe	1GNSCLED7NR244350	154	$ 43,458	06/29/22	X	X	X	X	05/01/24	Unassigned	X
347	2022	Chev	Tahoe	1GNSCLEDXNR241152	156	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
348	2022	Chev	Tahoe	1GNSCLED4NR241096	157	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
349	2022	Chev	Tahoe	1GNSCLEDXNR240972	158	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
350	2022	Chev	Tahoe	1GNSCLED7NR240394	159	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
351	2022	Chev	Tahoe	1GNSCLED6NR240452	160	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
352	2022	Chev	Tahoe	1GNSCLED6NR240967	161	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
353	2022	Chev	Tahoe	1GNSCLED2NR240335	162	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
354	2022	Chev	Tahoe	1GNSCLEDXNR241037	163	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
359	2023	Chev	Silverado	1GC1YLE7XPF135630	200	$ 69,623	12/16/22	X	X	X	X	05/01/24	Unassigned	
360	2023	Chev	Silverado	1GC1YLE78PF134024	201	$ 67,808	12/16/22	X	X	X	X	05/01/24	Deputy Jailer	
361	2023	Chev	Silverado	1GC1YLE75PF134546	202	$ 67,808	12/16/22	X	X	X	X	05/15/24	Investigator - CSU	X
362	2023	Chev	Silverado	1GC1YLE71PF135242	203	$ 53,808	12/16/22	X	X	X	X	05/01/24	Chief	X

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
364	2023	Exis	STC24 Double Ramp Trlr	4LABS242XP5078188	TL4	$ 40,674	03/30/23	X	X					
371	2023	Exis	16' stock bumper pull	4LAAS1621P5078762	TL5	$ 17,000	07/14/23	X	X					
376	2023	Chev	Tahoe	1GNSCLED8PR455334	164	$ 83,017	11/27/23	X	X	X	X	05/01/24	Deputy Patrol	X
377	2023	Chev	Tahoe	1GNSCLED5PR455193	165	$ 83,018	11/28/23	X	X	X	X	05/01/24	Deputy Patrol	X
378	2023	Chev	Tahoe	1GNSCLED7PR455308	166	$ 83,019	11/29/23	X	X	X				
379	2023	Chev	Tahoe	1GNSCLED8PR455348	167	$ 83,020	11/30/23	X	X	X				
380	2023	Chev	Tahoe	1GNSCLED8PR455172	168	$ 83,021	12/01/23	X	X	X	X		Deputy Patrol	X
381	2023	Chev	Tahoe	1GNSCLED9PR455200	169	$ 83,022	12/02/23	X	X	X	X		Deputy Patrol	X
382	2023	Chev	Tahoe	1GNSCLED1PR455224	170	$ 83,023	12/03/23	X	X	X	X	05/15/24	Unassigned	
383	2023	Chev	Tahoe	1GNSCLED0PR455912	171	$ 83,024	12/04/23	X	X	X	X	05/15/24	Deputy Patrol	X
384	2021	Chev	Tahoe	1GNSCLED9MR445777	146	$ 45,594	02/18/22	X	X	X	X	05/01/24	Jail Captain	X
395	2024	Chev	Tahoe	1GNSCLED0RR171263	210		04/25/24	X	X	X				
396	2024	Chev	Tahoe	1GNSCLED7RR171437	207		04/25/24	X	X	X				
397	2024	Chev	Tahoe	1GNSCLED4RR171315	206		04/25/24	X	X	X				
398	2024	Chev	Tahoe	1GNSCLED1RR171353	205		04/25/24	X	X	X				
399	2024	Chev	Tahoe	1GNSCLED1RR171370	209		04/25/24	X	X	X				
400	2024	Chev	Tahoe	1GNSCLED3RR171533	211		04/25/24	X	X	X				
402	2024	Chev	Tahoe	1GNSCLED0RR171232	208		04/25/24	X	X	X				
403	2024	Chev	Equinox	3GNAXSEG1RL304138	180	27,185	07/09/24	X	X		X		Detective	X
404	2024	Chev	Equinox	3GNAXSEG2RL304150	181	27,185	07/09/24	X	X		X		Detective	X
405	2024	Chev	Equinox	3GNAXSEG5RL304160	182	27,185	07/09/24	X	X		X		Detective	X
406	2024	Chev	Equinox	3GNAXSEG1RL304169	183	27,185	07/09/24	X	X		X		Detective	X
407	2024	Chev	Equinox	3GNAXSEG7RL304175	184	27,185	07/09/24	X	X		X		Detective	X
408	2024	Chev	Equinox	3GNAXSEG9RL304176	185	27,185	07/09/24	X	X		X		Detective	X
	2024	Chev	Silverado 2500	1GC4YLE77RF463894	190	50,500	08/29/24	X	X					
	2017	CM	Livestock Trailer	49TSG1628H1024608		09/12/24	X	X						
115	**SO VEHICLE INVENTORY COUNT**							117	111	103	91			

Silver CountyChoice℠
Texas Association of Counties
Retiree Medical Program

Transamerica Life Insurance Company & Retiree Rx Care
2025 Renewal Notice and Benefit Confirmation

Group: Waller County
Return to TAC by: September 30, 2025

Below are the new renewal rates for TPLIC medical and Retiree RxCare prescription drug coverages. Please initial and complete each section below. An authorized signature on last page is required to confirm and accept your group's renewal. Email renewals to CCS@county.org.

PACKAGE PLANS

Current Plan: Package 1

	Medical Only	Med + Rx	Medicare Advantage
Current Rates:	$279.08	$553.15	$374.85
New Rates: (eff 1/1/2025)	$279.08	$559.39	$392.96

☑ Renew and keep current plan. OR

☐ Change Package option (select only one from the list below)

PACKAGE OPTIONS (Rates eff. 1/1/25)

☐ **Package 2**
- **Medical Only**: $155.45
- **Med+Rx**: $242.33
- **MedAdvantage**: $305.52

☐ **Package 3**
- **Medical Only**: $255.43
- **Med+Rx**: $515.82
- **MedAdvantage**: $305.52

_____ Initial to accept 2025 retiree package options rates.

MANAGE MY HEALTH (OPTIONAL)

☐ Add Manage My Health for an additional $10 per retiree per month.

_____ Initial to accept Manage My Health.

Transamerica Life Insurance Company & Retiree Rx Care
2025 Renewal Notice and Benefit Confirmation

Group: Waller County
Return to TAC by: September 30, 2025

BILLING AND CONTRIBUTION SCHEDULE

Please select your preferred billing option (Current billing option is Direct):

☐ **Direct Bill:** Invoice for 100% of the cost to each retiree.

☐ **List Bill:** Invoice sent to the employer for 100% of the cost for each retiree. Employer will be responsible for collecting any premium due from retirees/spouses.

☑ **Split Bill:** Invoice will be sent to the group for employer subsidy and Amwins will send invoice to retiree for their remaining portion.

- **List/Split Billing**: Please indicate monthly contributions levels for Employer and Retirees:

	Medical Premium	Med + Rx Premium	MedAdvantage (if applicable)
Paid by Employer	$200.00	$400.00	$300.00
Paid by Retiree	$ 79.08	$159.39	$ 92.96

_____ Initial to accept Billing Method.

CountyChoice Silver
Member Contact Designations
Waller County

Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall not be required to contact or provide **notices** to any other person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

		Please list changes and/or corrections below
Name/Title:	**Carbett "Trey" J. Duhon/County Judge**	
Address:	**836 Austin St. #203**	425 FM 1488 Rd #106
	Hempstead, TX 77445	
Phone:	**(979) 826-7700**	
Fax:	**(979) 826-2112**	none
Email:	**t.duhon@wallercounty.us**	

Primary Contact: Main contact for daily matters pertaining to retiree benefits.

		Please list changes and/or corrections below
Name/Title:	**Joan Sargent/County Treasurer**	
Address:	**836 Austin St., #316**	425 FM 1488 Rd #102
	Hempstead, TX 77445	
Phone:	**(979) 826-7707**	
Fax:	**(979) 826-7709**	979-472-3909
Email:	**j.sargent@wallercounty.us**	

Billing Contact: Responsible for receiving all invoices relating to retiree benefits. (Not applicable if Direct Bill).

		Please list changes and/or corrections below
Name/Title:	**Joan Sargent/County Treasurer**	
Address:	**836 Austin St., #316**	425 FM 1488 Rd #102
	Hempstead, TX 77445	
Phone:	**(979) 826-7707**	
Fax:	**(979) 826-7709**	979-472-3909
Email:	**j.sargent@wallercounty.us**	

_____ 10/02/2024

Signature of County Judge or Contracting Authority **Date**

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

Please PRINT Name and Title

QUIDDITY

6330 West Loop Sou
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

CHANGE ORDER NO. 002
DATE: September 17, 2024

Project: Construction of Drainage Improvements on Goya Road — **Quiddity Job No.:** R0029-0081-00

Owner: Waller County — **Contractor:** Lonnie Lischka Company, L.P.

Description of Changes: The quantity for Bid Item C1 is being increased by fifty two hundredths of an acre (.52 – AC). The quantities for Bid Items C2 and C5 are being removed from the Contract.

Reason for Changes: The Contractor was required to hydro-mulch more areas throughout the project than anticipated. The quantities for Bid Items C2 and C5 were not needed.

Summary of Changes:	PRICE	TIME
Original Contract:	$647,874.73	60 Calendar Days
Net previous change(s):	$61,818.90	0 Calendar Days
Contract prior to this change order:	$709,693.63	60 Calendar Days
Net increase from this change order:	$1,453.00	0 Calendar Days
Revised Contract Amount:	$711,146.63	60 Calendar Days
Cumulative % Change in Contract:	9.77 %	0.00 %
Substantial Completion Date:	Original: May 31, 2024	Revised: N/A
Final Completion Date:	30 Days from Substantial Completion Date	

APPROVED BY:
Waller County

Representative

Date

RECOMMENDED BY:
Quiddity Engineering, LLC

Brian T. Geier

Brian T. Geier, PE

9/17/2024
Date

ACCEPTED BY:
Lonnie Lischka Company, L.P.

Representative

9/18/2024
Date

Enclosures: Attachment No. 001

K:\R0029\R0029-0081-00 Goya Road Drainage Improvements\3 Construction Phase\Change Orders\Change Order No. 2

QUIDDITY

CHANGE ORDER NO. 002
ATTACHMENT NO. 001

Construction of Goya Road Drainage Improvements

Waller County

The quantity for Bid Item C1 is being increased by fifty two hundredths of an acre (.52 – AC). The quantities for Bid Items C2 and C5 are being removed from the Contract.

To implement payment for this work, the following revisions are made to the Items/Quantity Sheets:

Item No.	Description	Unit	Unit Price	Revised Unit Price	Bid Quantity	Revised Quantity	Previous Amount	Revised Amount	Net Change
C1	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay.	AC	$2,800.00	$2,800.00	0.9	1.42	$2,520.00	$3,976.00	$1,456.00
C2	25' by 75' Stabilized Construction Access, installed, maintained and removed.	EA	$1.00	$1.00	2.0	0.00	$2.00	$0.00	($2.00)
C5	Rock Filter Dam (Type III), installed, maintained and removed.	EA	$1.00	$1.00	1.0	0.00	$1.00	$0.00	($1.00)
						NET INCREASE IN CONTRACT PRICE			$1,453.00

There is no change to the Contract Period of Performance.

QUIDDITY

6330 West Loop South, Suite
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

September 19, 2024

Honorable Carbett "Trey" J. Duhon III
Waller County Judge
836 Austin Street, Suite 203
Hempstead, Texas 77445

Re: Construction of Drainage Improvements on Goya Road
Waller County

Dear Judge Duhon:

Enclosed is Application and Certificate for Payment No. 4 from Lonnie Lischka Company, L.P. for the referenced project. This application covers construction activities for the referenced project during the period from July 1, 2024 to September 11, 2024 During this period, the Contractor applied additional hydromulch to disturbed areas throughout the site. The estimate is in order and we recommend payment in the amount of $1,456.00 to Lonnie Lischka Company, L.P.

The Contractor has not requested impact days for the current payment period. We did not note any impact days for the current payment period.

The project is now 100% complete by total contract value and 100% complete by total contract time. The project was deemed to be substantially complete on June 30, 2024 and finally complete on September 11, 2024.

Sincerely,

Brian T. Geier

Brian T. Geier, PE

BTG:dbr
K:\R0029\R0029-0081-00 Goya Road Drainage Improvements\3 Construction Phase\Pay Estimates\Pay App 4 Revised and 5 & FINAL
Enclosure
cc: Ms. Brook Bacuetes – Waller County
Mr. Ross McCall, PE – Waller County
Ms. Julie Adams – Waller County
Mr. Mike Day – Lonnie Lischka Company, L.P.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
Waller County
836 Austin Street, Suite 203
Hempstead, Texas 77445 United States

PROJECT:
Construction of Drainage Improvements on Goya Road
900 Cardiff Road
Brookshire, Texas 77423

APPLICATION NO: 04
INVOICE NO: 04

PERIOD: 7/1/2024 – 8/31/2024
PROJECT NOs: R0029-0081-00

DISTRIBUTION TO:

FROM CONTRACTOR:
Lonnie Lischka Company
501 N. Holland St.,
Bellville, Texas 77418 United States

VIA ENGINEER
Brian Geier - Quiddity Engineering, LLC
6330 W Loop South
Suite 150
Bellaire, Texas 77401

CONTRACT DATE:
1/24/2024

CONTRACT FOR: Construction of Drainage Improvements for Goya Road

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		$647,874.73
2.	Net change by change orders		$63,271.90
3	Contract sum to date (line 1 ± 2)		$711,146.63
4	Total completed and stored to date (Column G on detail sheet)		$711,146.63
5.	Retainage		
	a. 1.00% of completed work	$7,096.94	
	b. 0.00% of stored material	$0.00	
6.	Total earned less retainage (Line 4 less Line 5 Total)		$704,049.69
7.	Less previous certificates for payment (Line 6 from prior certificate)		$702,593.69
8.	Current payment due		$1,456.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		$7,096.94

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$61,818.90	$0.00
Total approved this Month:	$1,453.00	$0.00
Totals:	$63,271.90	$0.00
Net changes by change order:	$63,271.90	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Lonnie Lischka Company

By: _____ Date: 9/19/24

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Engineer's knowledge, information and belief that Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $1,456.00

ENGINEER:

By: Brian T. Geier Date: 9/19/2024

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment, and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C				D	E	F	G		H
Item No	Description of Work	UOM	Qty	Unit Price	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish Including Retainage (C-G+Retainage)
						From Previous (D+E)	This Period				
A.01	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	ls	1.00	$15,180.00	$15,180.00	$15,180.00	$0.00	$0.00	$15,180.00	100%	$0.00
A.02	Site preparation of easement.		21.00	$1,000.00	$21,000.00	$21,000.00	$0.00	$0.00	$21,000.00	100%	$0.00
B.01	24-inch RCP, ASTM C-76, Class III, all depths, (including bedding and backfill), complete in place.	lf	155.00	$105.00	$16,275.00	$16,275.00	$0.00	$0.00	$16,275.00	100%	$0.00
B.02	48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	lf	3930.00	$115.60	$454,308.00	$454,308.00	$0.00	$0.00	$454,308.00	100%	$0.00
B.03	Installation of existing, onsite 3'x4' RCB (including bedding and backfill), complete in place.	lf	101.00	$96.63	$9,759.63	$9,759.63	$0.00	$0.00	$9,759.63	100%	$0.00
B.04	Type "C" manhole for 24"-42" pipe, standard depth, complete in place.	ea	2.00	$3,900.00	$7,800.00	$7,800.00	$0.00	$0.00	$7,800.00	100%	$0.00
B.05	Safety end treatment for 24" storm sewer, (including bedding and backfill), complete in place.	ea	2.00	$2,100.00	$4,200.00	$4,200.00	$0.00	$0.00	$4,200.00	100%	$0.00
B.06	Junction box, per plans, (including bedding and backfill), complete in place.	ea	2.00	$12,200.00	$24,400.00	$24,400.00	$0.00	$0.00	$24,400.00	100%	$0.00
B.07	Junction box with E inlet top, per plans, (including bedding and backfill), complete in place.	ea	3.00	$14,100.00	$42,300.00	$42,300.00	$0.00	$0.00	$42,300.00	100%	$0.00
B.08	6-inch thick reinforced concrete slope paving, (including filter fabric, weep holes, toe walls, re-bar, and expansion joints), complete in place.	sq yd	200.00	$115.00	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100%	$0.00
B.09	Excavation of sawle to final elevation, complete in place.	cu yd	43.00	$147.00	$6,321.00	$6,321.00	$0.00	$0.00	$6,321.00	100%	$0.00
B.10	Trench safety system for 24-inch and greater pipe, all depths.	lf	2221.00	$0.10	$222.10	$222.10	$0.00	$0.00	$222.10	100%	$0.00
C.01	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means	acre	0.90	$2,800.00	$2,520.00	$2,520.00	$0.00	$0.00	$2,520.00	100%	$0.00

A	B	C				D	E	F	G		
Item No	Description of Work	UOM	Qty	Unit Price	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish Including Retainage (C-G+Retainage)
						From Previous (D+E)	This Period				
	necessary, including re-seeding, over-seeding or watering at no separate pay.										
C.02	25' by 75' Stabilized Construction Access, installed, maintained and removed.	ea	2.00	$1.00	$2.00	$0.00	$0.00	$0.00	$0.00	0%	$2.00
C.03	Concrete truck washout, installed, maintained and removed.	ea	1.00	$1.00	$1.00	$1.00	$0.00	$0.00	$1.00	100%	$0.00
C.04	Placement of reinforced filter fabric fence, as directed by engineer (including installation, maintenance and removal).	lf	30.00	$3.00	$90.00	$90.00	$0.00	$0.00	$90.00	100%	$0.00
C.05	Rock Filter Dam (Type III), installed, maintained and removed.	ea	1.00	$1.00	$1.00	$0.00	$0.00	$0.00	$0.00	0%	$1.00
C.06	Inlet protection barriers, installed, maintained and removed.	ea	3.00	$1.00	$3.00	$3.00	$0.00	$0.00	$3.00	100%	$0.00
D.01	Utility construction staking to be performed by Contractor.	ls	1.00	$2,600.00	$2,600.00	$2,600.00	$0.00	$0.00	$2,600.00	100%	$0.00
D.02	Materials testing, per specifications, to be performed by Contractor.	ls	1.00	$3,600.00	$3,600.00	$3,600.00	$0.00	$0.00	$3,600.00	100%	$0.00
D.03	Remove and replace existing asphalt pavement, complete in place.	sq yd	53.00	$264.00	$13,992.00	$13,992.00	$0.00	$0.00	$13,992.00	100%	$0.00
D.04	Barricades, signs, and traffic handling.	mo	1.00	$300.00	$300.00	$300.00	$0.00	$0.00	$300.00	100%	$0.00
CO 01.1	Removal of B.02: 48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	lf	3930.00	$(115.60)	$(454,308.00)	$(454,308.00)	$0.00	$0.00	$(454,308.00)	100%	$0.00
CO 01.2	B.02 with Cost Increase: 48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	lf	3930.00	$131.33	$516,126.90	$516,126.90	$0.00	$0.00	$516,126.90	100%	$0.00
CO 02.01	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding,	acre	0.52	$2,800.00	$1,456.00	$0.00	$1,456.00	$0.00	$1,456.00	100%	$0.00

A	B	C				D	E	F	G		
Item No	Description of Work	UOM	Qty	Unit Price	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish Including Retainage (C-G+Retainage)
						From Previous (D+E)	This Period				
	over-seeding or watering at no separate pay.										
CO 02.02	25' by 75' Stabilized Construction Access, installed, maintained and removed.	ea	2.00	$(1.00)	$(2.00)	$0.00	$0.00	$0.00	$0.00	0%	$(2.00)
CO 02.03	Rock Filter Dam (Type III), installed, maintained and removed.	ea	1.00	$(1.00)	$(1.00)	$0.00	$0.00	$0.00	$0.00	0%	$(1.00)
Totals					$711,146.63	$709,690.63	$1,456.00	$0.00	$711,146.63	100%	$7,096.94

QUIDDITY

6330 West Loop South, Suite
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

September 19, 2024

Honorable Carbett "Trey" J. Duhon III
Waller County Judge
836 Austin Street, Suite 203
Hempstead, Texas 77445

Re: Construction of Drainage Improvements on Goya Road
Waller County

Dear Judge Duhon:

Enclosed is Application and Certificate for Payment No. 5 & FINAL from Lonnie Lischka Company, L.P. for the referenced project. This application covers construction activities for the referenced project during the period from July 1, 2024 to September 11, 2024 During this period, the Contractor addressed all of the punch list items. The Project is Complete. The estimate is in order and we recommend payment in the amount of $7,096.94 to Lonnie Lischka Company, L.P.

The Contractor has not requested impact days for the current payment period. We did not note any impact days for the current payment period.

The project is now 100% complete by total contract value and 100% complete by total contract time. The project was deemed to be substantially complete on June 30, 2024 and finally complete on September 11, 2024.

You will also find your copies of the Surety's Consent of Surety to Final Payment and the Contractor's Affidavit of Bills Paid and Affidavit of Guarantee. The Copy of the Certificate of Acceptance is included for your approval and execution. The Certificate of Substantial Completion was provided under the previous cover.

Sincerely,

Brian T. Geier

Brian T. Geier, PE

BTG:dbr
K:\R0029\R0029-0081-00 Goya Road Drainage Improvements\3 Construction Phase\Pay Estimates\Pay App 4 Revised and 5 & FINAL
Enclosure
cc: Ms. Brook Bacuetes – Waller County
Mr. Ross McCall, PE – Waller County
Ms. Julie Adams – Waller County
Mr. Mike Day – Lonnie Lischka Company, L.P.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
Waller County
836 Austin Street, Suite 203
Hempstead, Texas 77445 United States

PROJECT:
Construction of Drainage Improvements on Goya Road
900 Cardiff Road
Brookshire, Texas 77423

APPLICATION NO: 05 & FINAL
INVOICE NO: 05 & FINAL

PERIOD: 7/1/2024 – 9/11/2024
PROJECT NOs: R0029-0081-00

DISTRIBUTION TO:

FROM CONTRACTOR:
Lonnie Lischka Company
501 N. Holland St.,
Bellville, Texas 77418 United States

VIA ENGINEER
Brian Geier - Quiddity Engineering, LLC
6330 W Loop South
Suite 150
Bellaire, Texas 77401

CONTRACT DATE:
1/24/2024

CONTRACT FOR: Construction of Drainage Improvements for Goya Road

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		$647,874.73
2.	Net change by change orders		$63,271.90
3	Contract sum to date (line 1 ± 2)		$711,146.63
4	Total completed and stored to date (Column G on detail sheet)		$711,146.63
5.	Retainage		
	a. 0.00% of completed work	$0.00	
	b. 0.00% of stored material	$0.00	
6.	Total earned less retainage (Line 4 less Line 5 Total)		$711,146.63
7.	Less previous certificates for payment (Line 6 from prior certificate)		$704,049.69
8.	Current payment due		$7,096.94
9.	Balance to finish, including retainage (Line 3 less Line 6)		$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$63,271.90	$0.00
Total approved this Month:	$0.00	$0.00
Totals:	$63,271.90	$0.00
Net changes by change order:	$63,271.90	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Lonnie Lischka Company

By: _____ Date: 9/19/24

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Engineer's knowledge, information and belief that Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $7,096.94

ENGINEER:

By: Brian T Geier Date: 9/19/2024

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment, and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C				D	E	F	G		H
Item No	Description of Work	UOM	Qty	Unit Price	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish Including Retainage (C-G+Retainage)
						From Previous (D+E)	This Period				
A.01	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	ls	1.00	$15,180.00	$15,180.00	$15,180.00		$0.00	$15,180.00	100%	$0.00
A.02	Site preparation of easement.		21.00	$1,000.00	$21,000.00	$21,000.00	$0.00	$0.00	$21,000.00	100%	$0.00
B.01	24-inch RCP, ASTM C-76, Class III, all depths, (including bedding and backfill), complete in place.	lf	155.00	$105.00	$16,275.00	$16,275.00	$0.00	$0.00	$16,275.00	100%	$0.00
B.02	48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	lf	3930.00	$115.60	$454,308.00	$454,308.00	$0.00	$0.00	$454,308.00	100%	$0.00
B.03	Installation of existing, onsite 3'x4' RCB (including bedding and backfill), complete in place.	lf	101.00	$96.63	$9,759.63	$9,759.63	$0.00	$0.00	$9,759.63	100%	$0.00
B.04	Type "C" manhole for 24"-42" pipe, standard depth, complete in place.	ea	2.00	$3,900.00	$7,800.00	$7,800.00	$0.00	$0.00	$7,800.00	100%	$0.00
B.05	Safety end treatment for 24" storm sewer, (including bedding and backfill), complete in place.	ea	2.00	$2,100.00	$4,200.00	$4,200.00	$0.00	$0.00	$4,200.00	100%	$0.00
B.06	Junction box, per plans, (including bedding and backfill), complete in place.	ea	2.00	$12,200.00	$24,400.00	$24,400.00	$0.00	$0.00	$24,400.00	100%	$0.00
B.07	Junction box with E inlet top, per plans, (including bedding and backfill), complete in place.	ea	3.00	$14,100.00	$42,300.00	$42,300.00	$0.00	$0.00	$42,300.00	100%	$0.00
B.08	5-inch thick reinforced concrete slope paving, (including filter fabric, weep holes, toe walls, re-bar, and expansion joints), complete in place.	sq yd	200.00	$115.00	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100%	$0.00
B.09	Excavation of sawle to final elevation, complete in place.	cu yd	43.00	$147.00	$6,321.00	$6,321.00	$0.00	$0.00	$6,321.00	100%	$0.00
B.10	Trench safety system for 24-inch and greater pipe, all depths.	lf	2221.00	$0.10	$222.10	$222.10	$0.00	$0.00	$222.10	100%	$0.00
C.01	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means	acre	0.90	$2,800.00	$2,520.00	$2,520.00	$0.00	$0.00	$2,520.00	100%	$0.00

A	B	C				D	E	F	G		
Item No	Description of Work	UOM	Qty	Unit Price	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish Including Retainage (C-G+Retainage)
						From Previous (D+E)	This Period				
	necessary, including re-seeding, over-seeding or watering at no separate pay.										
C.02	25' by 75' Stabilized Construction Access, installed, maintained and removed.	ea	2.00	$1.00	$2.00	$0.00	$2.00	$0.00	$2.00	100%	$0.00
C.03	Concrete truck washout, installed, maintained and removed.	ea	1.00	$1.00	$1.00	$1.00	$0.00	$0.00	$1.00	100%	$0.00
C.04	Placement of reinforced filter fabric fence, as directed by engineer (including installation, maintenance and removal).	lf	30.00	$3.00	$90.00	$90.00	$0.00	$0.00	$90.00	100%	$0.00
C.05	Rock Filter Dam (Type III), installed, maintained and removed.	ea	1.00	$1.00	$1.00	$0.00	$1.00	$0.00	$1.00	100%	$0.00
C.06	Inlet protection barriers, installed, maintained and removed.	ea	3.00	$1.00	$3.00	$3.00	$0.00	$0.00	$3.00	100%	$0.00
D.01	Utility construction staking to be performed by Contractor.	ls	1.00	$2,600.00	$2,600.00	$2,600.00		$0.00	$2,600.00	100%	$0.00
D.02	Materials testing, per specifications, to be performed by Contractor.	ls	1.00	$3,600.00	$3,600.00	$3,600.00		$0.00	$3,600.00	100%	$0.00
D.03	Remove and replace existing asphalt pavement, complete in place.	sq yd	53.00	$264.00	$13,992.00	$13,992.00	$0.00	$0.00	$13,992.00	100%	$0.00
D.04	Barricades, signs, and traffic handling.	mo	1.00	$300.00	$300.00	$300.00	$0.00	$0.00	$300.00	100%	$0.00
CO 01.1	Removal of B.02: 48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	lf	3930.00	$(115.60)	$(454,308.00)	$(454,308.00)	$0.00	$0.00	$(454,308.00)	100%	$0.00
CO 01.2	B.02 with Cost Increase: 48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	lf	3930.00	$131.33	$516,126.90	$516,126.90	$0.00	$0.00	$516,126.90	100%	$0.00
CO 02.01	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding,	acre	0.52	$2,800.00	$1,456.00	$1,456.00	$0.00	$0.00	$1,456.00	100%	$0.00

A	B	C				D	E	F	G		
Item No	Description of Work	UOM	Qty	Unit Price	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish Including Retainage (C-G+Retainage)
						From Previous (D+E)	This Period				
	over-seeding or watering at no separate pay.										
CO 02.02	25' by 75' Stabilized Construction Access, installed, maintained and removed.	ea	2.00	$(1.00)	$(2.00)	$0.00	$(2.00)	$0.00	$(2.00)	100%	$0.00
CO 02.03	Rock Filter Dam (Type III), installed, maintained and removed.	ea	1.00	$(1.00)	$(1.00)	$0.00	$(1.00)	$0.00	$(1.00)	100%	$0.00
Totals					$711,146.63	$711,146.63	$0.00	$0.00	$711,146.63	100%	$0.00

BOND NO. PRF9435569

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

Waller County and the State of Texas

775 Bus. 290 East
Hempstead, TX 77445

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

CONTRACT DATED:

PROJECT:
(Name and address)

Construction of Drainage Improvements on Goya Road for Waller County

Waller County, TX

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Fl.
Schaumburg, IL 60196-1056

, SURETY,

on bond of
(Insert name and address of Contractor)

Lonnie Lischka Company, LP
P.O. Box 806
Bellville, TX 77418

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Waller County and the State of Texas
775 Bus. 290 East
Hempstead, TX 77445

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 30, 2024
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland
(Surety)

(Signature of authorized representative)

Diana Cervantes
Attorney-In-Fact
(Printed name and title)

Attest:

Witness Luis Navarro

S-2134/GE 10/01

XDP

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Diana CERVANTES, Stephanie GUNDERSON **of Dallas, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 05th day of May, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 05th day of May, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of August, 2024.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Item 48.

General Lines Agent

Qualification Effective Dates

Property and Casualty 02/11/2022

DIANA ALEXIS CERVANTES

NPN: 20234898

ALLIANT INSURANCE SERVICES, INC.
16000 DALLAS PKWY STE 850
DALLAS, TX 75248-6613

is authorized to transact business as described above

License No: 2798719 Issue Date: 02/11/2022 Expiration Date: 07/31/2026

Generated by Sircon 322582732

TEXAS
DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY THAT

DIANA ALEXIS CERVANTES
ALLIANT INSURANCE SERVICES, INC.
16000 DALLAS PKWY STE 850
DALLAS, TX 75248-6613

LICENSE NUMBER: 2798719 NPN: 20234898

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:

General Lines Agent

Property and Casualty

Issue Date: 02/11/2022 Expiration Date: 07/31/2026

Generated by Sircon 322582732

AFFIDAVIT

OF

BILLS PAID

STATE OF TEXAS §

COUNTY OF WALLER §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Justin Lischka of **LONNIE LISCHKA COMPANY, L.P.** well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am President of **LONNIE LISCHKA COMPANY, L.P.** and have personal knowledge of the matter stated in this affidavit. **LONNIE LISCHKA COMPANY, L.P.** has paid all of the labor and material costs in connection with construction for **WALLER COUNTY** known as Quiddity Job No. R0029-0081-00 Construction of Goya Road Drainage Improvements and as of this date, there are no unpaid bills for labor performed upon, or materials or supplies delivered to or used in connection with such job.

This affidavit is made in connection with the final payment under the contract between **WALLER COUNTY** and **LONNIE LISCHKA COMPANY, L.P.** with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.

DATE: September 18, 2024

By: _____

STATE OF TEXAS §

COUNTY OF Austin §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared Justin Lischka, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he / she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of September, 2024.

Melissa Kasper

Notary Public Signature

Melissa Kasper
My Commission Expires
7/28/2026
Notary ID 133882262

(Notary Seal)

K:\R0029\R0029-0081-00 Goya Road Drainage Improvements\3 Construction Phase\Closeout

AFFIDAVIT

OF

GUARANTEE

STATE OF TEXAS §

COUNTY OF WALLER §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Justin Lischka of **LONNIE LISCHKA COMPANY, L.P.** well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am President of **LONNIE LISCHKA COMPANY, L.P.** and have personal knowledge of the matter stated in this affidavit. **LONNIE LISCHKA COMPANY, L.P.** does hereby give notice to the Owner, **WALLER COUNTY** that work for the Owner, known as Quiddity Job No. R0029-0081-00 Construction of Goya Road Drainage Improvements has been finally completed. In accordance with the provisions of paragraph 18 Guarantee, of the General Conditions of Agreements, **LONNIE LISCHKA COMPANY, L.P.** does hereby guarantee all of the work under the contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under this contract, as evidenced by the Engineer's Certificate of Substantial Completion.

This affidavit is made in connection with the final payment under the contract between **WALLER COUNTY** and **LONNIE LISCHKA COMPANY, L.P.** with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.

DATE: September 18, 2024 By: _____

STATE OF TEXAS §

COUNTY OF Austin §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared Justin Lischka, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of September, 2024.

Melissa Kasper

Notary Public Signature

(Notary Seal)

Melissa Kasper
My Commission Expires
7/28/2026
Notary ID 133882262

K:\R0029\R0029-0081-00 Goya Road Drainage Improvements\3 Construction Phase\Closeout

CERTIFICATE OF ACCEPTANCE

Mr. Justin Lischka
Lonnie Lischka Company, LP
PO Box 806
Bellville, Texas 77418

Re: Construction of Goya Road Drainage Improvements
Waller County

Dear Mr. Lischka:

This is to certify that **WALLER COUNTY** accepts the subject project on the basis of the Certificate of Substantial Completion issued by our engineers, Quiddity Engineering, LLC, and understands that a guarantee shall cover a period of one (1) year beginning **SEPTEMBER 11, 2024.**

WALLER COUNTY

By: _____

K:\R0029\R0029-0081-00 Goya Road Drainage Improvements\3 Construction Phase\Closeout

cc: Ms. Brooke Bacuetes – Waller County
Mr. Ross McCall, PE – Waller County
Mr. Mike Day – Lonnie Lischka Company, L.O.

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: Waller County Sheriff's Office

Legal Name: County of Waller

Payee Identification Number: 17460010790058

Project Title: STEP Comprehensive

ID: 2025-WallerCOSO-S-1YG-00054

Period: 10/01/2024 to 09/30/2025

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$39,976.75	$327.00	$40,303.75
(200)	Fringe Benefits	$0	$8,338.85	$8,338.85
	Category I Sub-Total	$39,976.75	$8,665.85	
Category II - Other Direct Costs				
(300)	Travel	$0	$0	$0
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$0	$0	$0
Total Direct Costs		**$39,976.75**	**$8,665.85**	$48,642.60
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$3,997.68	$3,997.68
Summary				
	Total Labor Costs	$39,976.75	$8,665.85	$48,642.60
	Total Direct Costs	$0	$0	$0
	Total Indirect Costs	$0	$3,997.68	$3,997.68
	Grand Total	**$39,976.75**	**$12,663.53**	$52,640.28
	Fund Sources (Percent Share)	75.94%	24.06%	

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: Waller County Sheriff's Office

Legal Name: County of Waller

Payee Identification Number: 17460010790058

Project Title: STEP CMV

ID: 2025-WallerCOSO-S-CMV-00024

Period: 10/01/2024 to 09/30/2025

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$24,443.76	$327.00	$24,770.76
(200)	Fringe Benefits	$0	$5,125.07	$5,125.07
	Category I Sub-Total	$24,443.76	$5,452.07	
Category II - Other Direct Costs				
(300)	Travel	$3,084.80	$771.20	$3,856.00
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$3,084.80	$771.20	$3,856.00
Total Direct Costs		**$27,528.56**	**$6,223.27**	$33,751.83
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$2,444.38	$2,444.38
Summary				
	Total Labor Costs	$24,443.76	$5,452.07	$29,895.83
	Total Direct Costs	$3,084.80	$771.20	$3,856.00
	Total Indirect Costs	$0	$2,444.38	$2,444.38
	Grand Total	**$27,528.56**	**$8,667.65**	$36,196.21
	Fund Sources (Percent Share)	76.05%	23.95%	

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Sourcewell Cooperative Purchasing Program
Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

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material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

Sourcewell:

DocuSigned by:
By Greg Zylka
6BD483769B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2024 | 8:34 PM CST

DocuSigned by:
By Linda Arts
0EF5785E1EAD4CF...
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/23/2024 | 2:01 PM CST

Participating Entity:

DocuSigned by:
By J. Ross McCall
FB37A5230EA6465...
Authorized Signature – Signed

By John Ross McCall
Name – Printed
Title Waller County Engineer
Date 5/9/2024

DocuSign Envelope ID: AB59EC5F-DB5C-4742-9E6D-F411D3C7C867

Sourcewell

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* Waller County

Address* 775 Bus. Hwy 290 E

City* Hempstead

State Code* TX Zip Code* 77445

Country* United States of America

Employer Identification Number

Website

Contact person* (First, Last) Ross McCall

Job Title* County Engineer

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

- ☐ Administrator
- ☑ Department Head
- ☐ Department Purchaser
- ☐ Human Resources
- ☐ Procurement Officer
- ☐ Teacher
- ☐ Other

Department

- ☐ Administration
- ☐ Dining/Food Service
- ☑ Facilities/Operations
- ☑ Fleet/Transportation
- ☐ Human Resources
- ☐ Information Technology
- ☐ Parks, Recreation & Athletics
- ☐ Public Safety/Security
- ☑ Public Works/Utilities
- ☐ Purchasing & Finance

Email* r.mccall@wallercounty.us

Phone* 979-826-7670

DocuSign Envelope ID: AB59EC5F-DB5C-4742-9E6D-F411D3C7C867

Organization Type:

Government

- [x] County
- [ ] Federal
- [ ] Municipality
- [ ] Province/Territory
- [ ] Special District
- [ ] State
- [ ] Township
- [ ] Tribal

Education

- [ ] Local Education Agency (Public K-12 and Pre-K)
- [ ] Private Local Education Agency (Private K-12)
- [ ] Private Higher Education
- [ ] Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- [ ] Church
- [ ] Medical Facility
- [ ] Other

Referred by

- [ ] Advertisement
- [ ] Colleague/Friend
- [ ] Conference/Trade Show _____
- [ ] Supplier
- [ ] Search Engine/Web Search
- [ ] Sourcewell Employee

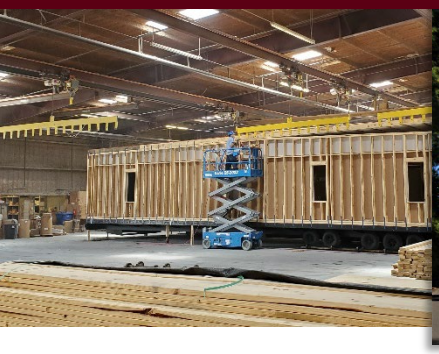
**Denotes required information*

This proposal is valid for 10 calendar days

modular project
PROPOSAL

Sept 12, 2024

BOXX Project: Q-76210



MODULAR BUILDING INSTITUTE
proud member

Waller County
Waller County-complex

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027

Hempstead, TX

BOXX Modular, Inc. (Corporate Office)
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | BOXXModular.com | ussales@boxxmodular.com

BOXX MODULAR

BOXX MODULAR

MODULAR BUILDINGS
PERMANENT & TEMPORARY

WWW.BOXXMODULAR.COM

August 23, 2024

Danny Rothe
Wallller County
836 Austin Street, Construction Trailer on Wilkins St.
Hempstead, Texas 77445

RE: Modular project in Hempstead, TX

Dear Danny,

We are pleased to have the opportunity to submit this proposal which has been carefully tailored to address your individual space requirements.

BOXX Modular has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 2010. Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Proposal Contents (attached):

- Price Detail
- Floor Plan
- Specifications
- Delineation of Responsibilities
- Terms & Exclusions
- Site Requirements
- Estimated Project Schedule
- Proposal Acceptance
- Credit Application

It is our goal to meet your specific needs, so please be certain to thoroughly review each attachment included in this proposal to ensure you completely understand the pricing, product, and service we are proposing.

Please do not hesitate to contact me for answers to any questions or concerns you may have regarding our proposed solution. It would be our pleasure to partner with you on this important project. Thank you for your consideration.

Sincerely,
Robin Cummings
ASM

BOXX MODULAR, INC.
3475 High River Road
Fort Worth, TX 76155

P: (281) 622-0678
C: +1 2816220678
rcummings@boxxmodular.com

Q-76210
Sept 12, 2024

modular project
Sale Price Detail

This proposal is valid for 10 calendar days

BASE PRICE

Scope of Work Description	Amount (usd)
Deliver, Set up & skirting for 4 units	**$114,958.00**
2-24 x 60office units	**$256,830.00**
1-36x56 office unit	**$172,998.00**
1-48x56 office unit	**$213,340.00**
***Base Price Total:**	**$758,126**

OPTIONS

Initials = Selected	Option Description	Amount (usd)
	N/A	

PROJECT DESCRIPTION DETAIL

- Deliver 2 – 24 x 64 office units, 1- 36 x 56 office unit, 1- 48 x 56 office unit
- Set up all to approx. 32 "- 36" Finished Floor Height to include: block, level and anchor & lag together.
- Skirt all with matching metal

Sourcewell
Awarded Contract

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!

Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

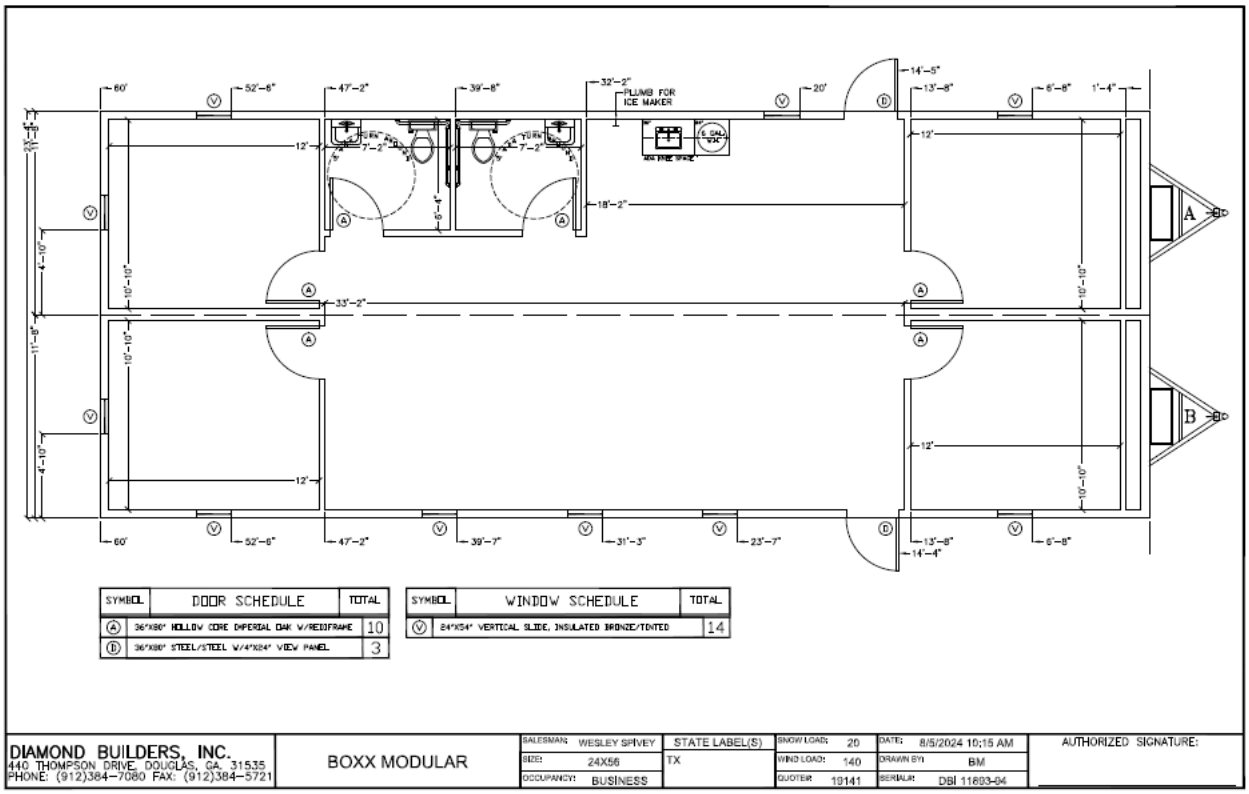
Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular projec

Floor Plan



SYMBOL	DOOR SCHEDULE	TOTAL
Ⓐ	36"X80" HOLLOW CORE IMPERIAL OAK W/REDIFRAME	10
Ⓓ	36"X80" STEEL/STEEL W/4"X24" VIEW PANEL	3

SYMBOL	WINDOW SCHEDULE	TOTAL
Ⓥ	24"X54" VERTICAL SLIDE, INSULATED BRONZE/TINTED	14

DIAMOND BUILDERS, INC. 440 THOMPSON DRIVE, DOUGLAS, GA. 31535 PHONE: (912)384-7080 FAX: (912)384-5721	BOXX MODULAR	SALESMAN: WESLEY SPIVEY SIZE: 24X56 OCCUPANCY: BUSINESS	STATE LABEL(S) TX	SNOW LOAD: 20 WIND LOAD: 140 QUOTE#: 19141	DATE: 8/5/2024 10:15 AM DRAWN BY: BM SERIAL#: DBI 11803-04	AUTHORIZED SIGNATURE:

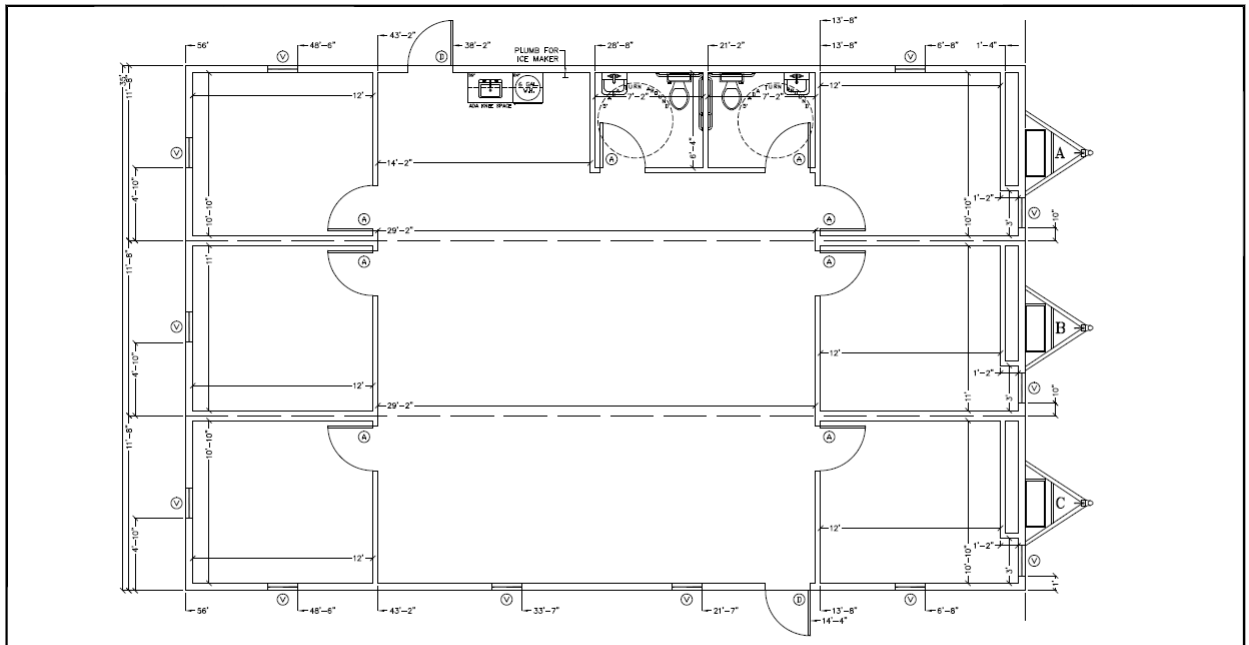
Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular project

Floor Plan



SYMBOL	DOOR SCHEDULE	TOTAL
A	36"X80" HOLLOW CORE IMPERIAL OAK W/REDIFRAME	10
B	36"X80" STEEL/STEEL W/4"X24" VIEW PANEL	3

SYMBOL	WINDOW SCHEDULE	TOTAL
V	24"X54" VERTICAL SLIDE, INSULATED BRONZE/TINTED	12

DIAMOND BUILDERS, INC.
440 THOMPSON DRIVE, DOUGLAS, GA. 31535
PHONE: (912)384-7080 FAX: (912)384-5721

BOXX MODULAR

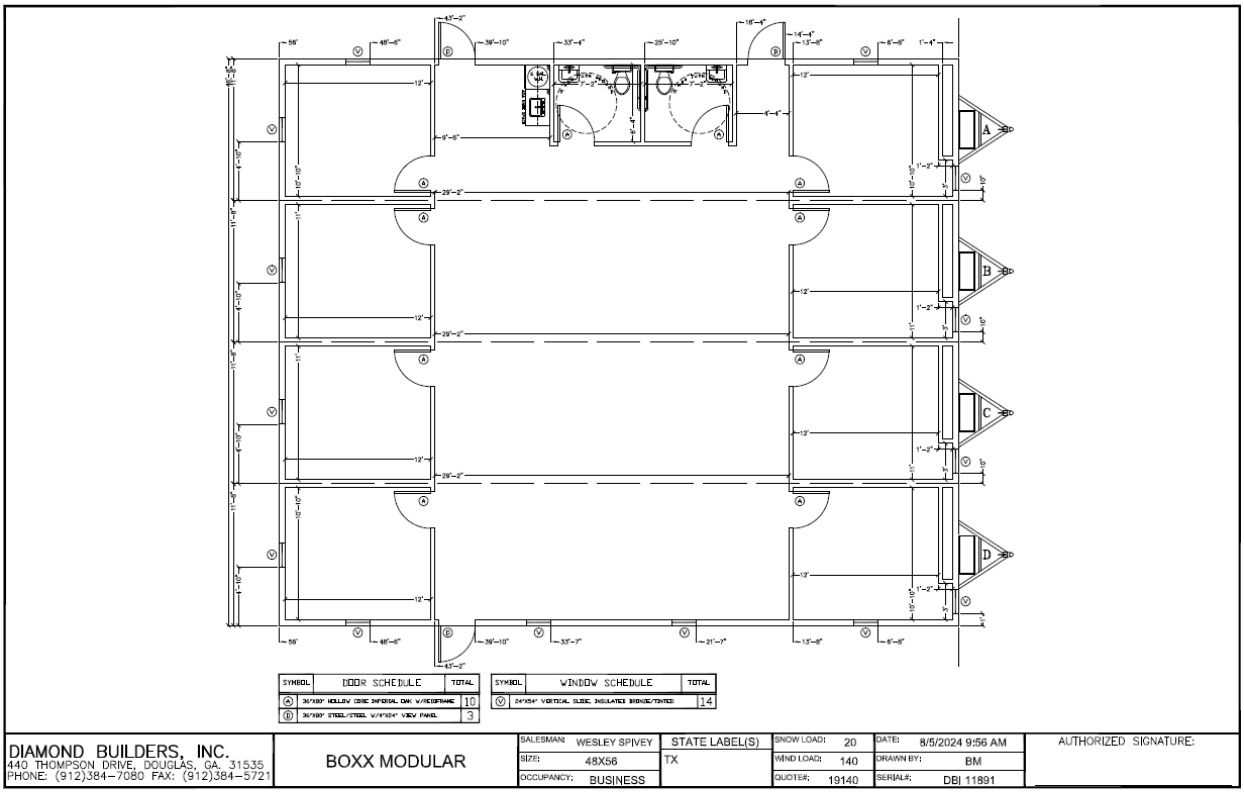
SALESMAN:	WESLEY SPIVEY	STATE LABEL(S)	SNOW LOAD:	20	DATE:	8/5/2024 10:15 AM	AUTHORIZED SIGNATURE:
SIZE:	36X56	TX	WIND LOAD:	140	DRAWN BY:	BM	
OCCUPANCY:	BUSINESS		QUOTE#:	19138	SERIAL#:	DBI 11892	

Initials: _____

Q-76210
Sept 12, 2024

modular project

Floor Plan



DIAMOND BUILDERS, INC. 440 THOMPSON DRIVE, DOUGLAS, GA. 31535 PHONE: (912)384-7080 FAX: (912)384-5721	BOXX MODULAR	SALESMAN: WESLEY SPIVEY SIZE: 48X56 OCCUPANCY: BUSINESS	STATE LABEL(S) TX	SNOW LOAD: 20 WIND LOAD: 140 QUOTE#: 19140	DATE: 8/5/2024 9:56 AM DRAWN BY: BM SERIAL#: DBI 11891	AUTHORIZED SIGNATURE:	

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular project
Specifications

MODULAR BUILDING INFORMATION

Unit No(s).	Unit Size(s)	State(s) Coded	Building Description
NEW	**24 x 60**	**TX**	**Modular Office**

SPECIFICATIONS

See attached

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular project
Specifications

MODULAR BUILDING INFORMATION

Unit No(s).	Unit Size(s)	State(s) Coded	Building Description
NEW	**24 x 60**	**TX**	**Modular Office**

SPECIFICATIONS

See attached

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular project
Specifications

MODULAR BUILDING INFORMATION

Unit No(s).	Unit Size(s)	State(s) Coded	Building Description
NEW	**24 x 60**	**TX**	**Modular Office**

SPECIFICATIONS

See attached

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular project

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting		X	
		Portable Toilets		X	
		Temporary Water & Power		X	
	1502	Site Cleanup/Dumpster		X	
	1700	Closeout/Acceptance	X		
	1900	Miscellaneous			
		Taxes			X
		Prevailing Wage Scale (Davis-Bacon)	X		
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
DIVISION 2 : SITE WORK					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control		X	
	2660	Final Connection of Domestic Water To Building (including modular seam crossover piping in ceiling)		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		X	
	2900	Landscaping / Fine Grading			X
		Seeding			X
		Restoration			X
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations			X
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)			X
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood) NO PE STAMPED DRAWINGS PROVIDED BY CUSTOMER			X
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring	X		
	9680	Roll Goods vinyl flooring	X		

Initials: _____

BOXX MODULAR
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Q-76210
Sept 12, 2024

modular project

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards			X
	10425	Signage/Braille			X
	10520	Fire Extinguishers			X
	10532	Awnings			X
	10800	Toilet Accessories			X
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Piers			X
		Dry-Stack Block piers On ABS Pads	X		
		Surface Bond Dry Stack			X
	13123	Set-up			
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Metal Skirting (Frame, Venting, Access Panel Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Canopies over landings/decks			X
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		X	
		Main Disconnect For Modular Building Connection		X	
		Supply and Install MDP		X	
	16610	Fire / Smoke Alarm Systems		X	
	16620	Security Intrusion System		X	
	16740	Clocks/Bells			X
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular		X	
		Tap & Extend Existing Data Service To Site		X	
		Final Connection of Data System in Modular		X	

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular project

Terms & Exclusions

Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

X = Excluded	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security (*unless otherwise stated*)
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
X	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
X	23. Costs associated with easement(s)

Initials: _____

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Q-76210
Sept12, 2024

modular project
Site Requirements

Site Requirements

X = Applicable	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 2,500 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
X	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

"Pricing is subject to change based on Site Inspection by BOXX for access and staging."

Initials: _____

Q-76210
Sept 12, 2024

modular proj

Schedule

This proposal is valid for 10 calendar days

TIMELINE

Estimated Completion	Milestone Description
1-10 days	**Proposal acceptance, contract executed, deposit received**
3-4 months	**Buildings delivered, project substantially completed**

SCHEDULE NOTES

Additional Information

Sourcewell
Awarded Contract

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!

Initials: _____

BOXX MODULAR
www.BOXXModular.com

Q-76210
Sept 12, 2024

modular project

Proposal Acceptance

This proposal is valid for 10 calendar days due to rapid and unpredictable cost increases.

Pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

Waller County

Sept 12, 2024

Signature | Print Name | Acceptance Date

BOXX Modular Relocatable Bldg. Solutions #120822-BXX

Maturity Date: 2/24/2027 BOXX Modular builds for you!

BOXX MODULAR
www.BOXXModular.com

BOXX MODULAR

APPLICATION FOR CREDIT

A

Legal Name of Company/Organization

Street Address

Suite

City, State, ZIP

Phone | Fax | Email

DUNS # | Federal ID/Social Security Number | Company Owner's Name

B

☐ Sole Proprietorship ☐ Corporation
☐ S Corporation ☐ LLC
☐ Partnership ☐ Non-profit
☐ Other _____
State Registered: _____ Year: _____

C

State Sales/Use tax: Taxable ☐ Exempt ☐ *(Exemption Certificate must be attached)*
PO Required? Yes ☐ No ☐ *(If Yes, attach PO Terms and Conditions)*

Billing information (if different from above)

Mailing address | Contact Name (Accounts Payable)

Suite/Box | Email (Accounts Payable)

City, State, ZIP | Phone (Accounts Payable)

D

Intended use for modular(s): _____ **Property Owner Name:** _____

Property Ownership: The project location is ☐ **Leased / Rented** ☐ Applicant **Owned**
Landlord Waiver (if **Leased / Rented**): ☐ **Need** A Copy ☐ Executed & **Attached**

Property Address:
_____

E

To help us process your credit approval more quickly please provide the following information with your application:
Financing Project w/bank? Yes ☐ No ☐ # of Employees: _____
Has loan closed? Yes ☐ No ☐ N/A ☐ ACH Pmts: Yes ☐ No ☐ Bank Statements – **Last 3 months**

F

Bank References: **NOTE: PHONE, FAX NUMBERS OR EMAILS ARE REQUIRED!**
Bank: **Name:** _____ **Acct. #:** _____
Tel: _____ **Email/Fax:** _____ **Contact:** _____

G

1. **Notice: BOXX Modular Inc. (or any of its affiliates) may obtain credit information, in the form of credit reports or other, relating to the applicant, as the case may be upon processing the initial application, at the time of any renewal or extension of credit, or when deemed appropriate to evaluate the applicant's financial situation. In signing this application, the applicant, its directors, and officers, who did sign below declare and warrant that he/she/they is/are the age of majority and expressly consent to the collection, use, sharing and disclosure of its information by BOXX Modular Inc. (or any of its affiliates) for the above stated purposes.**
2. BOXX Modular Inc. reserves the right, at any time, to withhold, cancel or modify credit privileges and terms, including the rate of interest at their discretion.

Authorization Signature: _____ Date: _____

Printed Title and Name: _____

Credit cannot be granted without a signature acknowledging credit terms.

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Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

April 10, 2024

Invoice No. 112248
Our File No. 28071 0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Elizabeth Dorsey at e.dorsey@wallercounty.us

PROFESSIONAL SERVICES FOR FEBRUARY & MARCH	$12,587.50
EXPENSES	$0.00
TOTAL BALANCE NOW DUE	$12,587.50

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$0.00	$0.00	$0.00	$0.00

Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

April 10, 2024

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VIA EMAL TO: Elizabeth Dorsey at e.dorsey@wallercounty.us

Balance forward as of invoice dated 01/01/00	$0.00
Payments received since last invoice	($0.00)
AR adjustments made since last invoice	$0.00
Net Balance Forward	$0.00

FOR PROFESSIONAL SERVICES RENDERED

2/2/24	MLW	[redacted]	0.75 hrs	400 / hr	300.00
2/4/24	PP		2.60 hrs	275 / hr	715.00
2/5/24	MLW		1.25 hrs	400 / hr	500.00
2/5/24	PP		0.60 hrs	275 / hr	165.00
2/6/24	PP		1.00 hrs	275 / hr	275.00
2/6/24	PP		0.50 hrs	275 / hr	137.50
2/9/24	PP		0.70 hrs	275 / hr	192.50
2/10/24	PP		1.40 hrs	275 / hr	385.00

2/14/24	MLW		0.75 hrs	400 / hr	300.00
2/14/24	PP		0.70 hrs	275 / hr	192.50
2/23/24	PP		1.30 hrs	275 / hr	357.50
2/24/24	PW		2.50 hrs	300 / hr	750.00
2/26/24	MLW		1.25 hrs	400 / hr	500.00
2/26/24	PW		0.50 hrs	300 / hr	150.00
2/26/24	PP		1.20 hrs	275 / hr	330.00
2/26/24	PP		0.60 hrs	275 / hr	165.00
2/27/24	PW		2.60 hrs	300 / hr	780.00
2/27/24	PP		0.40 hrs	275 / hr	110.00
2/28/24	MLW		0.50 hrs	400 / hr	200.00
2/28/24	PP		1.10 hrs	275 / hr	302.50
2/29/24	PP		1.30 hrs	275 / hr	357.50
3/8/24	MLW		0.75 hrs	400 / hr	300.00
3/10/24	PW		1.10 hrs	300 / hr	330.00
3/11/24	MLW		1.50 hrs	400 / hr	600.00
3/11/24	PW		2.30 hrs	300 / hr	690.00
3/11/24	PP		0.70 hrs	275 / hr	192.50
3/11/24	PP		1.70 hrs	275 / hr	467.50
3/12/24	MLW		1.60 hrs	400 / hr	640.00
3/12/24	PW		1.60 hrs	300 / hr	480.00
3/12/24	PP		1.80 hrs	275 / hr	495.00
3/19/24	MLW		0.75 hrs	400 / hr	300.00
3/20/24	PW		0.30 hrs	300 / hr	90.00

3/21/24	PW	[redacted]	0.10 hrs	300 / hr	30.00
3/24/24	PP		2.50 hrs	275 / hr	687.50
3/25/24	PW		0.20 hrs	300 / hr	60.00
3/29/24	PW		0.20 hrs	300 / hr	60.00

Timekeeper Summary

Name	Hours	Rate	Amount
PHILLIP, PATRICK	20.10	275.00	$5,527.50
WASSDORF, PETRUS	11.40	300.00	$3,420.00
WOODWARD, MICHAEL	9.10	400.00	$3,640.00
Total fees for this matter	40.60 hrs		$12,587.50

BILLING SUMMARY

TOTAL FEES	$12,587.50
TOTAL CHARGES FOR THIS BILL	$12,587.50
TOTAL BALANCE NOW DUE	$12,587.50

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$0.00	$0.00	$0.00	$0.00

Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

May 13, 2024

Invoice No. 112373
Our File No. 28071 0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Elizabeth Dorsey at e.dorsey@wallercounty.us

BALANCE FORWARD - HS Invoice 112248 for Feb. & March	*$12,587.50*
PROFESSIONAL SERVICES FOR APRIL	$1,247.50
EXPENSES	$0.00
TOTAL BALANCE NOW DUE	$13,835.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$12,587.50	$0.00	$0.00	$0.00

Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

May 13, 2024

Invoice No. 112373
Our File No. 28071-0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Elizabeth Dorsey at e.dorsey@wallercounty.us

Balance forward as of invoice dated 04/10/24	$12,587.50
Payments received since last invoice	($0.00)
AR adjustments made since last invoice	$0.00
Net Balance Forward	$12,587.50

FOR PROFESSIONAL SERVICES RENDERED

4/9/24	MLW		1.00 hrs	400 / hr	400.00
4/9/24	PW		0.60 hrs	300 / hr	180.00
4/9/24	PP		0.90 hrs	275 / hr	247.50
4/25/24	MLW		0.40 hrs	400 / hr	160.00
4/25/24	PW		0.40 hrs	300 / hr	120.00
4/25/24	PP		0.40 hrs	275 / hr	110.00
4/30/24	PW		0.10 hrs	300 / hr	30.00

Timekeeper Summary

Name	Hours	Rate	Amount
PHILLIP, PATRICK	1.30	275.00	$357.50
WASSDORF, PETRUS	1.10	300.00	$330.00
WOODWARD, MICHAEL	1.40	400.00	$560.00

Total fees for this matter	3.80 hrs	$1,247.50

BILLING SUMMARY

TOTAL FEES	$1,247.50
TOTAL CHARGES FOR THIS BILL	$1,247.50
PLUS NET BALANCE FORWARD	$12,587.50
TOTAL BALANCE NOW DUE	$13,835.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$12,587.50	$0.00	$0.00	$0.00

Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

July 12, 2024

Invoice No. 112616
Our File No. 28071 0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Elizabeth Dorsey at e.dorsey@wallercounty.us

PROFESSIONAL SERVICES FOR 5/24/24 - 7/7/24	$3,065.00
EXPENSES	$0.00
TOTAL CHARGES FOR THIS BILL	$3,065.00
PLUS NET BALANCE FORWARD - HS Invoice 112248 for $12,587.50; & HS Invoice 112373 for $1,247.50	*$13,835.00*
TOTAL BALANCE NOW DUE	$16,900.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$1,247.50	$0.00	$12,587.50	$0.00

Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

July 12, 2024

Invoice No. Our 112616
File No. 28071-0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Elizabeth Dorsey at e.dorsey@wallercounty.us

Balance forward as of invoice dated 05/13/24	$13,835.00
Payments received since last invoice	($0.00)
AR adjustments made since last invoice	$0.00
Net Balance Forward	$13,835.00

FOR PROFESSIONAL SERVICES RENDERED

5/24/24	PW	[redacted]	1.80 hrs	300 / hr	540.00
5/25/24	PW		1.30 hrs	300 / hr	390.00
5/29/24	PW		1.30 hrs	300 / hr	390.00
6/6/24	PP		0.50 hrs	275 / hr	137.50
6/18/24	MLW		1.00 hrs	400 / hr	400.00
6/18/24	PW		1.30 hrs	300 / hr	390.00
6/18/24	PP		1.00 hrs	275 / hr	275.00
6/24/24	PW		0.10 hrs	300 / hr	30.00
6/24/24	PP		1.10 hrs	275 / hr	302.50
7/7/24	PW		0.70 hrs	300 / hr	210.00

Timekeeper Summary

Name	Hours	Rate	Amount
PHILLIP, PATRICK	2.60	275.00	$715.00
WASSDORF, PETRUS	6.50	300.00	$1,950.00
WOODWARD, MICHAEL	1.00	400.00	$400.00
Total fees for this matter	10.10 hrs		$3,065.00

BILLING SUMMARY

TOTAL FEES	$3,065.00
TOTAL CHARGES FOR THIS BILL	$3,065.00
PLUS NET BALANCE FORWARD	$13,835.00
TOTAL BALANCE NOW DUE	$16,900.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$1,247.50	$0.00	$12,587.50	$0.00

Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

September 9, 2024

Invoice No. 112809
Our File No. 28071 0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Lauren Windsor at l.windsor@wallercounty.us
and Uriel Tuck at u.tuck@wallercounty.us

PROFESSIONAL SERVICES - Patrick Phillip's May Work	$1,870.00
EXPENSES	$3.00
INVOICE TOTAL	$1,873.00
PLUS NET BALANCE FORWARD - HS Invoice 112248 for $12,587.50; HS Invoice 112373 for $1,247.50; & HS Invoice 112616 for $3,065.00	*$16,900.00*
TOTAL BALANCE NOW DUE	$18,773.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$3,065.00	$0.00	$1,247.50	$12,587.50

Hance Scarborough, LLP
400 W. 15th Street, Suite 950
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

September 9, 2024

Invoice No. 112809
Our File No. 28071-0001
Billing Through: 09/30/24

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Lauren Windsor at l.windsor@wallercounty.us
and Uriel Tuck at u.tuck@wallercounty.us

Balance forward as of invoice dated 07/12/24	$16,900.00
Payments received since last invoice	($0.00)
AR adjustments made since last invoice	$0.00
Net Balance Forward	$16,900.00

FOR PROFESSIONAL SERVICES RENDERED

5/7/24	PP	[redacted]	2.20 hrs	275 / hr	605.00
5/23/24	PP		2.50 hrs	275 / hr	687.50
5/24/24	PP		1.20 hrs	275 / hr	330.00
5/29/24	PP		0.90 hrs	275 / hr	247.50

Timekeeper Summary

Name	Hours	Rate	Amount
PHILLIP, PATRICK	6.80	275.00	$1,870.00

	Total fees for this matter	6.80 hrs	$1,870.00

EXPENSES

5/25/24	TX SOS	1.00
6/13/24	TX SOS	2.00
	Total expenses for this matter	$3.00

BILLING SUMMARY

TOTAL FEES	$1,870.00
TOTAL EXPENSES	$3.00
TOTAL CHARGES FOR THIS BILL	$1,873.00
PLUS NET BALANCE FORWARD	$16,900.00
TOTAL BALANCE NOW DUE	$18,773.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$3,065.00	$0.00	$1,247.50	$12,587.50

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

Husch Blackwell values your feedback in the delivery of our legal services. Please use the link below to provide us with feedback on the matter related to this invoice.
https://www.surveymonkey.com/r/53HQV8H

Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: August 08, 2024
Invoice Number: 3574060

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through July 31, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	472.50
Amount Due	**$472.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: August 08, 2024
Invoice Number: 3574060

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through July 31, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Date	Professional Services	Hours	Amount
07/23/24	[redacted] B. Stephens	0.90	$472.50
	Total Hours and Fees	**0.90**	**$ 472.50**
	Current Invoice Due		**$472.50**
	Other Outstanding Invoices		$35,647.50
	Total Balance Due		**$36,120.00**

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Client: Waller County, Texas
Matter: Woods Road Project
Page 3

Our Reference No.: 0553103-0000001
Invoice Number: 3574060

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: August 08, 2024
Invoice Number: 3574060

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through July 31, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	472.50
Total Current Invoice	**$472.50**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

To pay online in minutes, visit our payment portal at https://www.huschblackwell.com/paymentportal

If you have questions or need help, call 314-480-1500 or email us at ARInfo@huschblackwell.com

To pay by mail* return this page with payment. Mail checks to:
Husch Blackwell LLP, P.O. Box 790379, St. Louis, MO 63179

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: August 08, 2024
Invoice Number: 3574060

Sent by Email to:
e.dorsey@wallercounty.us

08/04/23	3382670	$975.00
09/25/23	3407202	$3,900.00
10/12/23	3416985	$300.00
11/08/23	3430311	$5,962.50
12/08/23	3446945	$112.50
03/11/24	3491686	$262.50
04/14/24	3510566	$6,667.50
05/10/24	3526299	$3,712.50
06/14/24	3544459	$7,717.50
07/12/24	3559477	$6,037.50
Prior Balance Due		$35,647.50
Current Invoice		
08/08/24	3574060	$472.50
Total Balance Due		$36,120.00

PAYMENT PANEL

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: August 08, 2024
Invoice Number: 3574061

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through July 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	2,990.00
Amount Due	**$2,990.00**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: August 08, 2024
Invoice Number: 3574061

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through July 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Date	Professional Services	Hours	Amount
07/03/24	[redacted] S. Hellums-Gomez	1.60	$920.00
07/17/24	[redacted] S. Hellums-Gomez	0.50	$287.50
07/26/24	[redacted] S. Hellums-Gomez	0.50	$287.50

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Client: Waller County, Texas
Matter: Mobility Bond Program
Page 3

Our Reference No.: 0553103-0000004
Invoice Number: 3574061

Date	Professional Services	Hours	Amount
07/29/24	[redacted]	2.60	$1,495.00
	S. Hellums-Gomez		
	Total Hours and Fees	**5.20**	**$ 2,990.00**
	Current Invoice Due		**$2,990.00**
	Other Outstanding Invoices		$7,992.50
	Total Balance Due		**$10,982.50**

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: August 08, 2024
Invoice Number: 3574061

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through July 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	2,990.00
Total Current Invoice	**$2,990.00**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance
06/14/24	3544460	$4,715.00
07/12/24	3559482	$3,277.50
Prior Balance Due		$7,992.50

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT

Invoice Date: August 08, 2024
Invoice Number: 3574061

Sent by Email to:
e.dorsey@wallercounty.us

REMITTANCE

Current Invoice		
08/08/24	3574061	$2,990.00
Total Balance Due		$10,982.50

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