



**NOTICE OF MEETING
WALLER COUNTY, TEXAS
COMMISSIONERS COURT**

**Wednesday, June 12, 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:**

All or part of this meeting may be held by videoconference call. A quorum of the Commissioners Court will be physically present at the Waller County Joe Kuciemba Annex in Hempstead, Texas, which will be open to the public.

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.
3. Request by County Treasurer for approval of Payroll disbursements.
4. Request by County Treasurer for approval of Election Payroll disbursements.
5. Ratify Grant Agreement between the County and the Texas General Land Office relative to the Community Development Block Grant Local Hazard Mitigation Planning Program Non-Research & Development Mitigation Funding (GLO Contract No. 22-130-043-E436) in the amount of \$100,000.00.
6. Request by County Engineer to approve the Final Plat of Williams Landing in Precinct 2.

- [7.](#) Request by County Engineer to approve Sunterra Section 48 placement into one year maintenance period to begin on May 16, 2024.
- [8.](#) Request by County Engineer to approve a Permit to Construct Utility within Waller County Right of Way by American Communications Construction Inc. for an underground conduit/cable along Anserra Trail.
- [9.](#) Request by County Engineer to approve a Permit to Construct Utility within Waller County Right of Way by Centerpoint Energy for installation of 175' of 4" IP Pla gas along Beckendorff Rd, in Sunterra Section 65.
- [10.](#) Request by County Engineer to approve acceptance of roads in Sunterra Section 16 in Precinct 3. It is recommended by the County Engineer that Waller County accept the roads for maintenance.
- [11.](#) Request by County Engineer to approve acceptance of roads in Sunterra Section 14 in Precinct 3. It is recommended by the County Engineer that Waller County accept the roads for maintenance.

Requests to approve payments

- [12.](#) Request to approve payment on the following:

\$183,309.50 for Invoice # 05152024GWA to Waller County Appraisal District from line item 125-437-540500 [Tax Appraisal District].
- [13.](#) \$3,500.00 for Invoice dated May 15, 2024 to Singleton & Sons Funeral Home, Inc. from line item # 125-411-561502 [Pauper Burial Expense].
- [14.](#) Request by County Auditor to Approve and/or Ratify Accounts Payable.

ECONOMIC DEVELOPMENT

15. Presentation by Vince Yokom on Waller County Economic Development.

FIRE MARSHAL

16. Severe Storms update by Waller County Fire Marshal Brian Cantrell.
17. Approve letter of approval for Premier EMS to provide emergency medical services in Waller County pursuant to Health and Safety Code 773.0573.

COUNTY ENGINEER

18. Presentation of General Land Plan of Jasek Farms in Precinct 3 by Ross McCall.
- [19.](#) Approve the General Land Plan of Jasek Farms in Precinct 3.
- [20.](#) Approve a variance request to the Waller County Subdivision and Development Regulations regarding the Flood Plain regulations for a home building site by James McCarty.

[21.](#) Approve request for Material/Service Contracts for the following RFP's:

240320-73 County Wide Tree Removal to Arbor True, LLC,

240320-74 County Wide Roadside Vegetation Management Service to IVM Solutions,

240320-76 Road Base and Construction Materials to Texas Star Transport LLC,

240320-76 (Alternate) Road Base and Construction Materials to Heise Trucking, LLC,

240320-77 ASPPM (Cold Mix Asphalt), Dense Graded HMA (Hot Mix Asphalt) to Waller County Asphalt, Inc.,

240320-77 SS-1 Emulsion, CRS-2, & Pugmill Services to Cleveland Asphalt Products, Inc.,

and 240320-77 (Alternate) Dense Graded HMA (Hot Mix Asphalt), & Topping Rock to Vulcan Construction Materials, LLC.

[22.](#) Approve CBU (Cluster Mail Box Unit) Agreement between Waller County and Sports Flyer Estates.

SHERIFF

[23.](#) Approve Amended Agreement between Waller County and Julie Jones for Temporary Animal Housing Services.

24. Discussion of Building Plan for Maintenance Vehicle Department.

TREASURER

[25.](#) Approve amendment #7 to the 2024 Salary Order for the creation of personnel in the Sheriff Vehicle Maintenance Department.

COMMISSIONER, PRECINCT 4

26. Publicly open sealed bids submitted for the purchase of a vehicle for Commissioner, Precinct 4 (RFP# 240515-32).

DIRECTOR OF POLICY & ADMINISTRATION

27. Discussion on 2025 Legislative Session.

[28.](#) Approve agreement with Revenue Management Services Inc. for County Assistance District revenue projection services. Fee of \$3,000.00 to be paid from line item 125-401-540900 [Prof. Consultant Services].

DIRECTOR OF FACILITIES

- [29.](#) Approve annual contract with KHR Environmental for Precinct 4 Annex septic inspection as required by TCEQ. Total fee of \$840.00 to paid from line item 125-442-545400 [Contract Labor].

AUDITOR

- [30.](#) Approve 2024 Budget Adjustments and line-item transfers.

MISCELLANEOUS

31. Discuss amount of bonds to issue for the first issuance of the mobility bonds.
32. 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.
33. 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

34. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
35. 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.
36. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
37. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

ADJOURN MEETING

NOTICE

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

MINUTES

**WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – MAY 29, 2024**

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 29th day of May 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Presiding Judge Commissioner Justin Beckendorff at 9:01 a.m. with the following members of the Court present to-wit:

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

Delivery of Invocation by: Commissioner Amsler

Pledge to the American Flag and Texas Flag led by: Commissioner Smith

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

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
 Commissioner Jones – Yes

Commissioner Smith – Yes
 Commissioner Beckendorff – Yes

PUBLIC COMMENT

1. Ross McCall – County Engineer 2. Judge Trey Duhon

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 – May 15, 2024 Regular Session
3. Request by County Treasurer for approval of Payroll disbursements.
4. Approve schedule with take home vehicle change for the Fire Marshal.
5. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

6. Request by County Auditor to approve official documents and all monthly reports.
7. Request by County Engineer to approve the application for replat of Blinka Estates Subdivision, to revise Lots 8 and 9. The revision will divide lots into three separate lots, by Trang Nguyen, and authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on July 10, 2024.
8. Ratify GLO Contract No. 22-130-043-E436 in the amount of \$100,000 pursuant to the GLO's Community Development Block Grant Local Hazard Mitigation Planning Program Non-Research & Development Mitigation Funding.
9. Accept a Formal Utility Notice - for Kingsland Blvd and Jordan Ranch Blvd from American Communications Construction, Inc. for an underground cable by Comcast.
10. Accept a Formal Utility Notice - for Beckendorff Road and Emerald Ocean Drive by American Communications Construction Inc. for Comcast underground cable alongside Beckendorff Road and Emerald Ocean Drive.
11. Accept a Formal Utility Notice - for Penick Road by American Communications Construction Inc. for Comcast aerial cable alongside Penick Road.
12. Accept a Formal Utility Notice - for Kickapoo Road by AT&T Communications for placement of a fiber optic cable.

Request to approve payments

13. Request to approve payment on the following:

\$1,300.00 for Invoice #WC-PU-00124 to Stephens & Flowers Funerals and Cremations from line item 125-423-540705 [Transport to Morgue].

14. \$2,887.00 for Invoice #0000017143 to Harris County Accounts Receivable from line item 125-423-540702 [Autopsy].
15. \$2,200.00 for Invoice dated May 2, 2024 to Singleton & Sons Funeral Home from line item 125-423-540705 [Transport to Morgue].
16. \$5,200.00 for Invoice #1346 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
17. *Item #17 removed from Consent Agenda – Court addressed later in the meeting. (page 6)*
18. Request by County Auditor to approve and/or ratification of Accounts Payable.

Motion to approve Consent Agenda minus Item #17 made by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler
Commissioner Jones

– Yes
– Yes

Commissioner Smith
Commissioner Beckendorff – Yes

Advanced to Agenda Item #30

30. **Spread** upon the minutes the appointment of Judge JR Woolley to the Texas Indigent Defense Commission by Governor Abbott. *No action required.*

Proceeded with Agenda Item #19

FIRE MARSHAL

19. Approve continuation or renewal of declaration of local disaster pursuant to Government Code Section 418.108(b).

Motion made by Commissioner Smith, 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

20. Severe storms **update** by Waller County Fire Marshal Brian Cantrell.
No action required.

21. Publicly **open** proposals received for All Hazards Preparedness, Planning, Consulting, and Recovery Services pursuant to RFP# 240417-30.

The following proposals were submitted and opened by the Court:

1. Received May 28, 2024 at 9:48 a.m. from Thompson Consulting Services
2. Received from Insight Planning and Development on May 28, 2024 at 7:27 am

COUNTY ENGINEER

22. Publicly **Open** Request for Proposals received for the following:

County-wide Seal Coating Services (RFP# 240320-30)

No proposals received

ARPA Funded Seal Coating Road Projects (RFP# 240320-52)

No proposals received

County-wide Road Tree Removal Services (RFP# 240320-73)

1. Received from Victor's Tree Service on May 14, 2024 at 8:09 a.m.
2. Received from ArborTrue, LLC on May 14, 2024 at 8:44 a.m.
3. Received from May 14, 2024 at 11:02 a.m. from Preston Davis

County-wide Roadside Vegetation Management Services (RFP# 240320-74)

1. Received from IVM Solutions on May 14, 2024 at 9:43 a.m.
2. Received May 10, 2024 at 11:12 a.m. from Opterra

County-wide Mowing Services (RFP# 240320-75)

No proposals received

Road Base and Construction Materials (RFP# 240320-76)

1. Received from Heise Trucking LLC on May 14, 2024 at 11:36 a.m.

Oils and Asphalts (RFP# 240320-77).

1. Received May 10, 2024 at 11:12 a.m. from Cleveland Asphalt
2. Received from Vulcan Materials Company on May 13, 2024 at 10:42 a.m.
3. Received from P2 Emulsions on May 9, 2024 at 1:15 p.m.
4. Received from Waller County Asphalt on May 13, 2024 at 1:21 p.m.

23. **Open** Request for Qualifications for Drainage Specific Engineering Services (RFP# 240320-31).

The following Request for Qualifications were submitted and opened by the Court:

1. Received May 14, 2024 at 10:14 a.m. from Colliers Engineering Design
2. From Strand Associates received May 14, 2024 at 1:23 p.m.
3. From Pape-Dawson received May 14, 2024 at 11:44 a.m.
4. From IEA Inc. received May 14, 2024 at 1:19 p.m.
5. From Krest Engineers LLC received May 14, 2024 at 10:57 a.m.
6. From Halff & Associates received May 14, 2024 at 11:26 a.m.
7. From McDonough Engineering Corporation received May 14, 2024 at 10:48 a.m.
8. From RG Miller, May 14, 2024 at 8:48 a.m.
9. From Walter P. Moore, May 13, 2024 at 2:01 p.m.
10. From Idcus, May 14, 2024 at 1:40 p.m.
11. From TNP received May 13, 2024 at 10:42 a.m.
12. From Parra & Company received May 8, 2024 at 10:47 a.m.

24. Approve Professional Services Agreement for Traffic Engineering Services with Randle Law Office LTD., L.L.P. **Motion FAILED.**

Motion made by Commissioner Beckendorff
Motion died due to lack of second.

Court returns to and takes action on Agenda Item #24 later in the meeting. (page 6)

25. GIS Update **Presentation.** *No action required.*

26. **Presentation** of Infrastructure Development Plan of Thompson Road RV Park in Precinct 2. *No action required.*

27. Approve the Infrastructure Development Plan of Thompson Road RV Park in Precinct 2.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

SHERIFF

28. **Award** bid(s) for Sheriff's Office Fleet Vehicles (RFP# 240403-21).

Commissioner Smith made motion to award bid to Sames Automotive Group to fulfill the county's request order relative to 2024 Chevrolet Equinox AWD LS at a price of \$27,185.00 with a lead time of 15 days, and the second recommendation is to select Caldwell County Chevrolet to fulfill the County's request order relative to 2024 Chevrolet 2500 HD 2WD at a per vehicle price of \$57,295.00 with a lead time of one (1) week, 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

29. **Award** bid for patrol vehicle upfitting and installation for the Sheriff's Office pursuant to RFP# 240417-34.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Commissioner Beckendorff made motion to award Dana Safety Supplies for upfitting and installation for Sheriff's Office, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

JUSTICE OF THE PEACE, PRECINCT 2

30. Court addressed Agenda Item #30 earlier in the meeting. (page 3)

ENVIRONMENTAL

31. ~~Approve a variance request to the subdivision Development Regulations, Engineering Design Standards, Section 2 Lot size, regarding the minimum lot size per dwelling, by Mr. Francisco Padilla. Item WITHDRAWN.~~

LIBRARY

32. Approve and accept donation of two checks for \$100.00 each to Waller County Library from Baker Moran Doggett Ma & Dobbs LLP.

Motion made by Commissioner Jones, 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

TREASURER

33. Approve policies and premiums with Texas Association of Counties for Law Enforcement Liability, Public Officials Liability, and Property coverages effective 07/01/2024. Total premium of \$411,411.00 to be paid from line item 125-411-530300 [Ins Equip/Build/Pub Liab].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

COMMISSIONER, PRECINCT 3

34. Approve the creation of a Waller County Workforce Development Board.

No action taken - Discussion only

35. Approve Precinct 3 TIRZ (Tax Increment Reinvestment Zone).

Commissioner Beckendorff made motion you (Commissioner Jones) and Robert (Pechukas) talk about making a TIRZ in Precinct 3, seconded by Commissioner Jones

Motion carried by 4-1 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– No

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

DIRECTOR OF POLICY & ADMINISTRATION

36. Approve and authorize staff to move forward with obtaining and creating all necessary paperwork to possibly hold an election to create County Assistance Districts in the November general election.

Commissioner Beckendorff made motion to approve, 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

37. Approve Amended Agreement with Randle Law Office LTD., L.L.P. for general legal services.

Motion made by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 4-1 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– No

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

Returned to Agenda Item #24

24. Approve Professional Services Agreement for Traffic Engineering Services with ~~Randle Law Office LTD., L.L.P~~ Cobb, Fendley & Associates.

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

Proceeded with Agenda Item #38

AUDITOR

38. Approve ~~2024 Budget Adjustments and line item transfers.~~ **Item WITHDRAWN.**

DIRECTOR OF FACILITIES

39. Approve payment in the amount of \$134,829.00 to WPI for a Generac SG130 130kW Natural Gas Generator for the Waller County Joe Kuciemba Annex. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

40. Approve payment in the amount of \$98,583.00 to WPI for a Generac SD060 60kW Diesel Generator for the Waller County Community Center. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

Motion made by Commissioner Smith, 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

41. Approve payment of Application #3 for \$114.38 to Sedalco from line item 602-602-581838 [WCJC Macerator].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

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 Design-Build Change order form #001 in the amount of (\$9,625.04) for the Macerator.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

43. Approve cost estimate and agreement with Alpha Testing, LLC for construction materials testing for the courthouse construction project.

Motion made by Commissioner Smith, 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

Returned to Consent Agenda Item #17

17. \$8,373.00 for Invoice #169712, \$9,175.00 for Invoice #167530, and \$908.00 for Invoice #166428 for a total of \$18,456.00 to Alpha Testing, LLC from line item 604-604-545405 [Professional Services].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

Proceeded with Agenda Item #44

COUNTY ENGINEER

44. **Award** Bid for the following:

County-wide Seal Coating Services (RFP# 240320-30)

No bids received

ARPA Funded Seal Coating Road Projects (RFP# 240320-52)

No bid received

County-wide Road Tree Removal Services (RFP# 240320-73)

County Engineer recommends awarding to: ArborTrue, LLC

County-wide Roadside Vegetation Management Services (RFP# 240320-74)

County Engineer recommends awarding to: IVM Solutions

County-wide Mowing Services (RFP# 240320-75)

No bids received

Road Base and Construction Materials (RFP# 240320-76)

County Engineer recommends awarding to: Texas Star Transport, LLC and requests an Alternate to: Heise Trucking, LLC (the recommendation of an alternate is in case materials aren't available)

Oils and Asphalts (RFP# 240320-77).

County Engineer recommends awarding to: Waller County Asphalt, Inc. for the Hot Mix & Cold Mix;

Recommends award to Cleveland Asphalt Products, Inc. for SS1 CRS2 and Pug Mill Operations.

Requests an Alternate to Vulcan Construction Materials, LLC as an Alternate to the Hot Mix

Motion made by Commissioner Jones to select the bids that our County Engineer recommended, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

FIRE MARSHAL

45. **Award** Bid for All Hazards Preparedness, Planning, Consulting, and Recovery Services pursuant to RFP# 240417-30.

Motion made by Commissioner Beckendorff to award the bid to Thompson Consulting Services, 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

46. ~~Reject all bids for All Hazards Preparedness, Planning, Consulting, and Recovery Services (RFP# 240417-30).~~ **Item WITHDRAWN.**

47. Approve contract for debris monitoring services with co-op vendor.

Commissioner Smith made motion to approve the contract for debris monitoring services with co-op vendor Thompson Consulting Services, 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

48. Issue Notices to Proceed to DRC (debris removal contractor) and debris monitoring company.

Motion made by Commissioner Jones to issue Notices to Proceed to DRC and Thompson Consulting, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

49. Approve purchase and Agreement with ESO Software.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Commissioner Jones made motion to approve subject to the edits, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

MISCELLANEOUS

50. Approve the appointment of Stephen McGrath and Monette Stephens to the East Waller County Management District through May 31, 2028.

Motion made by Commissioner Smith, seconded by Commissioner Jones.

Commissioner Jones made motion table, seconded by Commissioner Amsler.

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

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

Court returns to and takes action on Agenda Item #50 later in meeting. (page 9)

51. Approve payment of \$6,080.00 for Invoice #6003 to The Randle Law Office., L.L.P. from line item 125-401-540900 [Prof. Consultant Services].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

52. Approve payment of \$23,079.80 for Invoice #3926 to CRC for Kennels from line item 125-516-581700 [Equipment].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

Court returned to Agenda Item #50

Commissioner Smith made motion to reconsider Agenda Item #50, 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

50. Approve the appointment of Stephen McGrath and Monette Stephens to the East Waller County Management District through May 31, 2028.

Commissioner Jones moved to approve #50, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff

– Yes

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

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

EXECUTIVE SESSION

55. ~~Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071. Item WITHDRAWN.~~
56. ~~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.~~
57. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725. Item WITHDRAWN.~~
58. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session. Item WITHDRAWN.~~

ADJOURN MEETING

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

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Meeting was **ADJOURNED** at 11:54 a.m.

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

Debbie Hollan
Debbie Hollan
Waller County Clerk

APPROVED this the 12th day of June 2024.

Commissioner Justin Beckendorff
Presiding Judge



Waller County, TX

Packet: PYPKT03496 - 06/14/24 PR
Payroll Set: 01 - Waller County, TX

Pay Period: 05/26/2024 - 06/08/2024

Total Direct Deposits: 614,945.69
Total Check Amounts: 10,430.29

Males Paid: 224
Females Paid: 165
Total Employees: 389

EARNINGS

Pay Code	Units	Pay Amount
Cell	0.00	465.00
Cert Pay	0.00	-3.22
Comp Time Taken	349.40	8,187.92
H	22,660.25	597,747.37
Hol	2,136.13	56,074.89
Inclement Weather	290.73	7,911.57
Leave W/O Pay	76.35	0.00
Longevity	0.00	43.33
OT	38.75	1,488.17
PT-H	721.25	13,780.81
Sal	289.00	92,540.23
Sal - No UI Tax	1.00	505.00
Sal - Sup	1.00	11,638.05
Sal-Other	4.00	4,396.01
Sick	922.83	24,696.00
STEP CMV	44.50	2,286.60
STEP Comp	19.00	962.39
Straight Time Taken	41.60	1,059.97
Task Force OT Hours	41.00	1,705.38
Travel	0.00	2,933.36
Vac	1,218.87	30,200.79
Total:	28,855.66	858,619.62

BENEFITS

Pay Code	Units	Pay
Comp Earned	384.00	
GTL Taxable Benefit	0.00	921.07
Straight Earned	149.50	0.00
Vehicle Taxable	175.00	525.00
Total:	708.50	1,446.07

TAXES

Code	Subject To	Employee	Employer
Fed W/H	760,938.72	62,608.96	0.00
FICA	825,656.43	51,190.59	51,190.59
Medicare	825,656.43	11,972.08	11,972.08
Unemployment	781,277.44	0.00	1,249.88
Total:		125,771.63	64,412.55

DEDUCTIONS

Code	Subject To	Employee	Employer
Ch 13 Wage Ded 2	0.00	902.31	0.00
Child Support 1	0.00	3,973.77	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	122.75	457.50
Dental-CAF	0.00	3,019.65	9,882.00
Dental-Grant 228	0.00	0.00	30.50
Dental-Grant 318-578	0.00	0.00	30.50
Dental-Grant 318-592	0.00	0.00	30.50
Health CAF 125-685	0.00	351.08	6,598.88
Health Ins After Tax	0.00	1,000.72	16,476.62
Health-CAF	0.00	27,260.02	374,070.42
Health-Grant 228	0.00	37.54	1,044.50
Health-Grant 318-578	0.00	100.46	1,210.44
Health-Grant 318-592	0.00	37.54	1,044.50
Ins Adj-Dental CAF	0.00	-49.10	-30.50
Ins Adj-Health CAF	0.00	-285.48	-1,554.02
Ins Adj-Life A/Tax	0.00	-2.19	-2.54
Ins Adj-VTL A/Tax	0.00	-30.00	0.00
Ins-Adj-Vision CAF	0.00	-9.18	0.00
Life	0.00	165.00	901.70
Life-125-685	0.00	1.10	15.24
Life-Grant 228	0.00	0.00	2.54
Life-Grant 318-578	0.00	1.10	2.54
Life-Grant 318-592	0.00	0.00	2.54
MASA	0.00	872.25	0.00
MRP	0.00	3,092.00	0.00
Ret-GTL	854,551.11	0.00	2,050.82
Retirement	854,551.11	59,818.71	94,428.04
Valic	0.00	4,899.00	0.00
Vision CAF 125-685	0.00	2.29	0.00
Vision Ins After Tax	0.00	45.05	0.00
Vision-CAF	0.00	796.47	0.00
Vision-Grant 228	0.00	2.29	0.00
Vision-Grant 318-578	0.00	2.29	0.00
Vision-Grant 318-592	0.00	2.29	0.00
Total:		107,472.01	506,875.72

RECAP 01 - Waller County, TX

Earnings:	858,619.62	Benefits:	1,446.07	Deductions:	107,472.01	Taxes:	125,771.63	Net Pay:	62	Item 3.
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Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC.										Vendor Total: 872.25
INV0008410	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	872.25	0.00	0.00	0.00	872.25
Payroll Deduction	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	N/A		0.00	0.00	872.25	0.00	0.00	0.00	872.25	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
999-203-111450	MASA				872.25	0%				
Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT										Vendor Total: 132.18
INV0008420	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	132.18	0.00	0.00	0.00	132.18
Tyshawn Bibbs Order ID 2010248223	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Child support - Payroll Deduction	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
INV0008392	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	200.78	0.00	0.00	0.00	200.78
Gregory Fowlkes	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Child support - Payroll Deduction	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: 443,017.65
CM0000658	Credit Memo	6/14/2024	6/14/2024	6/30/2024	6/14/2024	-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%				
CM0000659	Credit Memo	6/14/2024	6/14/2024	6/30/2024	6/14/2024	-1,839.50	0.00	0.00	0.00	-1,839.50
BCBS invoice	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BCBS invoice	N/A		0.00	0.00	-1,839.50	0.00	0.00	0.00	-1,839.50	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
999-203-111301	Medical Insurance/Cafeteria				-1,839.50	0%				
CM0000660	Credit Memo	6/14/2024	6/14/2024	6/30/2024	6/14/2024	-4.73	0.00	0.00	0.00	-4.73
BCBS invoice	APBNK - APBNK				No					

Payable Register

Packet: APPKT06344 - PYPKT03496 - 06/11/24 DR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Item 3. al
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	-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%				
CM0000661	Credit Memo	6/14/2024	6/14/2024	6/30/2024	6/14/2024	-30.00	0.00	0.00	0.00	-30.00
BCBS invoice	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BCBS invoice	N/A		0.00	0.00	-30.00	0.00	0.00	0.00	-30.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-111200	Medical Insurance				-30.00	0%				
CM0000662	Credit Memo	6/14/2024	6/14/2024	6/30/2024	6/14/2024	-9.18	0.00	0.00	0.00	-9.18
BCBS invoice	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BCBS invoice	N/A		0.00	0.00	-9.18	0.00	0.00	0.00	-9.18	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-111301	Medical Insurance/Cafeteria				-9.18	0%				
INV0008393	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%				
INV0008394	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	580.25	0.00	0.00	0.00	580.25
BCBS invoice	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BCBS invoice	N/A		0.00	0.00	580.25	0.00	0.00	0.00	580.25	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-111200	Medical Insurance				580.25	0%				
INV0008395	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	12,901.65	0.00	0.00	0.00	12,901.65
BCBS invoice	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BCBS invoice	N/A		0.00	0.00	12,901.65	0.00	0.00	0.00	12,901.65	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-111301	Medical Insurance/Cafeteria				12,901.65	0%				
INV0008396	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%				

Payable Register

Packet: APPKT06344 - PYPKT03496 - 06/11/24 DR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Item 3. al
Payable Description	Bank Code				On Hold					
INV0008397	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

INV0008398	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

INV0008399	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

INV0008400	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	17,477.34	0.00	0.00	0.00	17,477.34
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	17,477.34	0.00	0.00	0.00	17,477.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		17,477.34	0%

INV0008401	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	401,330.44	0.00	0.00	0.00	401,330.44
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	401,330.44	0.00	0.00	0.00	401,330.44

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		401,330.44	0%

INV0008402	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

INV0008403	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	1,310.90	0.00	0.00	0.00	1,310.90
BCBS Invoice	APBNK - APBNK				No					

Payable Register

Packet: APPKT06344 - PYPKT03496 - 06/11/24 DR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Item 3. al
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	1,310.90	0.00	0.00	0.00	1,310.90	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
999-203-111301	Medical Insurance/Cafeteria				1,310.90	0%				
INV0008404	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%				
INV0008405	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	1,066.70	0.00	0.00	0.00	1,066.70
BCBS invoice	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BCBS invoice	N/A		0.00	0.00	1,066.70	0.00	0.00	0.00	1,066.70	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
999-203-111200	Medical Insurance				1,066.70	0%				
INV0008406	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%				
INV0008407	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%				
INV0008408	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%				
INV0008409	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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 Register

Packet: APPKT06344 - PYPKT03496 - 06/11/24 DR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Item 3.
Payable Description	Bank Code				On Hold					
INV0008414	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

INV0008415	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	45.05	0.00	0.00	0.00	45.05
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	45.05	0.00	0.00	0.00	45.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		45.05	0%

INV0008416	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	796.47	0.00	0.00	0.00	796.47
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	796.47	0.00	0.00	0.00	796.47

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		796.47	0%

INV0008417	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

INV0008418	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

INV0008419	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	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%

Vendor: [07551 - TEXAS ASSOCIATION OF COUNTIES](#)

Vendor Total: 1,249.88

INV0008424	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	1,249.88	0.00	0.00	0.00	1,249.88
Quarterly unemployment	APBNK - APBNK				No					

Payable Register

Packet: APPKT06344 - PYPKT03496 - 06/11/24 DR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Item 3.	al
Payable Description	Bank Code				On Hold						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Quarterly unemployment Distributions	N/A		0.00	0.00	1,249.88	0.00	0.00	0.00	1,249.88		
Account Number	Account Name		Project	Account Key	Amount	Percent					
999-200-112900	Accounts Payable				1,249.88	0%					

Vendor: 12759 - WILLIAM E. HEITKAMP, CHAPTER 13 TRUSTEE									Vendor Total:	902.31
INV0008388	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	902.31	0.00	0.00	0.00	902.31
Re: Case # 23-32932-H3-13		APBNK - APBNK		No						

Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Chapter 13 Wage Deduction Distributions	N/A		0.00	0.00	902.31	0.00	0.00	0.00	902.31		
Account Number	Account Name		Project	Account Key	Amount	Percent					
999-203-111500	Wage Garnishment				902.31	0%					

Item 3.

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Credit Memo	5	-1,963.01	0.00	0.00	0.00	-1,963.01	0.00	-1,963.01
Invoice	28	448,338.06	0.00	0.00	0.00	448,338.06	0.00	448,338.06
Grand Total:		446,375.05	0.00	0.00	0.00	446,375.05	0.00	446,375.05

Account Summary

Account	Name	Amount
999-200-112900	Accounts Payable	1,249.88
999-203-111200	Medical Insurance	19,159.67
999-203-111301	Medical Insurance/Cafeteria	423,857.98
999-203-111450	MASA	872.25
999-203-111500	Wage Garnishment	1,235.27
Total:		446,375.05



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 01555 - INTERNAL REVENUE SERVICE									Vendor Total:	188,934.30
INV0008421	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	23,944.16	0.00	0.00	0.00	23,944.16
941 Medicare Withholdings	APBNK - APBNK				No	Payment Date: 6/14/2024		Bank Draft:		DFT0004128
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
941 Medicare Withholdings	N/A		0.00	0.00	23,944.16	0.00	0.00	0.00		23,944.16
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-110100	FICA Payable				23,944.16	0%				
Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM										
INV0008422	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	102,381.18	0.00	0.00	0.00	102,381.18
941 Social Security Withhelds	APBNK - APBNK				No	Payment Date: 6/14/2024		Bank Draft:		DFT0004129
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
941 Social Security Withhelds	N/A		0.00	0.00	102,381.18	0.00	0.00	0.00		102,381.18
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-110100	FICA Payable				102,381.18	0%				
Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM										
INV0008423	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	62,608.96	0.00	0.00	0.00	62,608.96
941 Federal Withholding	APBNK - APBNK				No	Payment Date: 6/14/2024		Bank Draft:		DFT0004130
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
941 Federal Withholding	N/A		0.00	0.00	62,608.96	0.00	0.00	0.00		62,608.96
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-110200	FIT Payable				62,608.96	0%				
Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM										
INV0008411	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	2,050.82	0.00	0.00	0.00	2,050.82
Payroll Deduction/Contributions	APBNK - APBNK				No	Payment Date: 6/30/2024		Bank Draft:		DFT0004125
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Payroll Deduction/Contributions	N/A		0.00	0.00	2,050.82	0.00	0.00	0.00		2,050.82
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-111401	Retirement TCDRS				2,050.82	0%				
Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM										
INV0008412	Invoice	6/14/2024	6/14/2024	6/30/2024	6/14/2024	154,246.75	0.00	0.00	0.00	154,246.75
Payroll Deduction/Contributions	APBNK - APBNK				No	Payment Date: 6/30/2024		Bank Draft:		DFT0004126
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Payroll Deduction/Contributions	N/A		0.00	0.00	154,246.75	0.00	0.00	0.00		154,246.75
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-111401	Retirement TCDRS				154,246.75	0%				
Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT										
INV0008389	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	3,973.77	0.00	0.00	0.00	3,973.77
Child support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 6/14/2024		Bank Draft:		DFT0004122

Payable Register

Packet: APPKT06345 - PYPKT03496 - 06/11/24 DR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Item 3.	al
Payable Description	Bank Code				On Hold						

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	3,973.77	0.00	0.00	0.00	3,973.77
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
999-203-111500	Wage Garnishment			3,973.77	0%			

INV0008390	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	923.30	0.00	0.00	0.00	923.30
Child Support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 6/14/2024		Bank Draft:		DFT0004123

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%			

INV0008391	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	36.92	0.00	0.00	0.00	36.92
Child Support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 6/14/2024		Bank Draft:		DFT0004124

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: 4,899.00

INV0008413	Invoice	6/14/2024	6/14/2024	6/14/2024	6/14/2024	4,899.00	0.00	0.00	0.00	4,899.00
Payroll Deductions	APBNK - APBNK				No	Payment Date: 6/14/2024		Bank Draft:		DFT0004127

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deductions	N/A	0.00	0.00	4,899.00	0.00	0.00	0.00	4,899.00
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
999-203-112000	VALIC			4,899.00	0%			

Item 3.

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	355,064.86	0.00	0.00	0.00	355,064.86	355,064.86	0.00
Grand Total:		355,064.86	0.00	0.00	0.00	355,064.86	355,064.86	0.00

Account Summary

Account	Name	Amount
999-203-110100	FICA Payable	126,325.34
999-203-110200	FIT Payable	62,608.96
999-203-111401	Retirement TCDRS	156,297.57
999-203-111500	Wage Garnishment	4,933.99
999-203-112000	VALIC	4,899.00
Total:		355,064.86



Packet: PYPKT03478 - 06/13/24 Elections PR
Payroll Set: 01 - Waller County, TX

Pay Period: 05/20/2024 - 06/03/2024

Total Direct Deposits:	0.00	Males Paid:	9
Total Check Amounts:	22,771.89	Females Paid:	23
		Total Employees:	32

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
Elect-Worker	0.00	26,003.50	Fed W/H	26,003.50	1,242.35	0.00
			FICA	26,003.50	1,612.21	1,612.21
			Medicare	26,003.50	377.05	377.05
Total:	0.00	26,003.50		Total:	3,231.61	1,989.26

RECAP 01 - Waller County, TX							
Earnings:	26,003.50	Benefits:	0.00	Deductions:	0.00	Taxes:	3,231.61
						Net Pay:	22,771.89



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 01555 - INTERNAL REVENUE SERVICE									Vendor Total:	5,220.87
INV0008385	Invoice	6/13/2024	6/13/2024	6/13/2024	6/13/2024	754.10	0.00	0.00	0.00	754.10
941 Medicare Withholdings	APBNK - APBNK				No	Payment Date: 6/13/2024		Bank Draft:		DFT0004114
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Medicare Withholdings	N/A		0.00	0.00	754.10	0.00	0.00	0.00	754.10	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-110100	FICA Payable				754.10	0%				
INV0008386										
941 Social Security Withhelds	Invoice	6/13/2024	6/13/2024	6/13/2024	6/13/2024	3,224.42	0.00	0.00	0.00	3,224.42
	APBNK - APBNK				No	Payment Date: 6/13/2024		Bank Draft:		DFT0004115
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Social Security Withhelds	N/A		0.00	0.00	3,224.42	0.00	0.00	0.00	3,224.42	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-110100	FICA Payable				3,224.42	0%				
INV0008387										
941 Federal Withholding	Invoice	6/13/2024	6/13/2024	6/13/2024	6/13/2024	1,242.35	0.00	0.00	0.00	1,242.35
	APBNK - APBNK				No	Payment Date: 6/13/2024		Bank Draft:		DFT0004116
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Federal Withholding	N/A		0.00	0.00	1,242.35	0.00	0.00	0.00	1,242.35	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-110200	FIT Payable				1,242.35	0%				

Item 4.

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	5,220.87	0.00	0.00	0.00	5,220.87	5,220.87	0.00
Grand Total:		5,220.87	0.00	0.00	0.00	5,220.87	5,220.87	0.00

Account Summary

Account	Name	Amount
999-203-110100	FICA Payable	3,978.52
999-203-110200	FIT Payable	1,242.35
Total:		5,220.87



Item 6.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Williams Landing

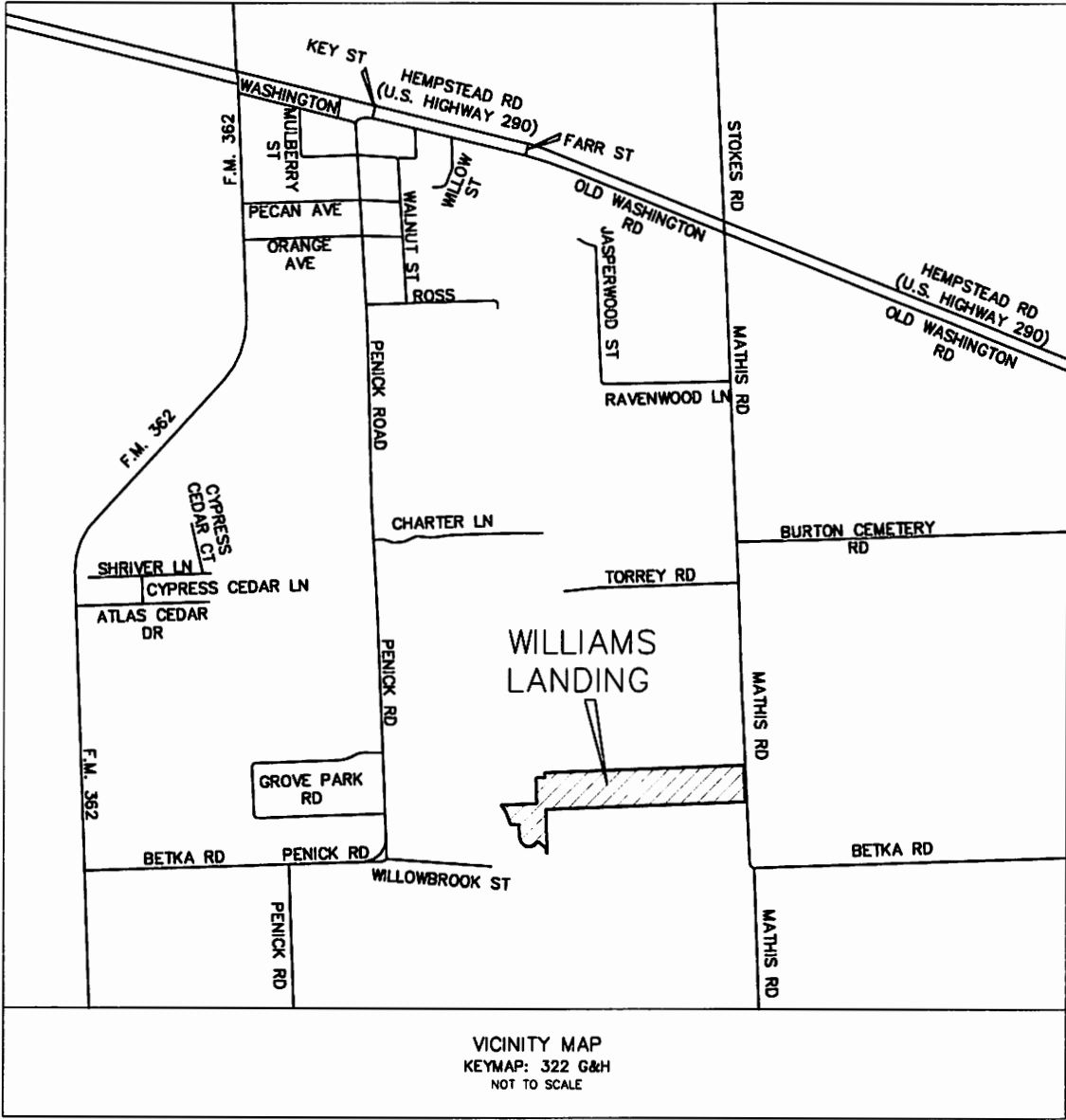
Date: June 12, 2024

Background

Final Plat of Williams Landing Subdivision which consists of 55.924 acres will include 191 Lots, 7 Blocks and 13 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



FINAL PLAT OF WILLIAMS LANDING

A SUBDIVISION OF 55.924 ACRES OF LAND LOCATED IN
THE R. HARVEY SURVEY A-141,
THE J. GIBBONS SURVEY, A-133, WALLER COUNTY,
AND THE J. GIBBONS SURVEY, A-286, HARRIS COUNTY, TEXAS

DATE: MAY, 2024 SCALE: 1" = 100'

191 LOTS 7 BLOCKS 13 RESERVES

PURPOSE OF PLAT:
TO CREATE LOTS RESTRICTED TO SINGLE FAMILY RESIDENCES



2500 Tanglewilde, Suite 300
Houston, Texas 77063
t: 281-306-0240 | www.odysseyeg.com
TBPE No. F-17637
Justin R. Ring, P.E. - JRing@OdysseyEG.com



Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com

OWNER/DEVELOPER
STARLIGHT HOMES TEXAS L.L.C.
4920 WESTWAY PARK BLVD, SUITE 125
HOUSTON TEXAS 77041
JUNIOUS.WILLIAMS@ASHTONWOODS.COM

WE, STARLIGHT HOMES TEXAS L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH CHRIS CHEW, AUTHORIZED REPRESENTATIVE, BEING AN OFFICER OF STARLIGHT HOMES TEXAS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MANAGER, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF WILLIAMS LANDING, MAKE SUBDIVISION OF THE PROPERTY ON BEHALF OF THE CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN AND DEDICATED TO THE PUBLIC, THE STREETS, ALL ALLEYS, PARKS AND EASEMENTS SHOWN, AND WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO THE GRADES, AND BIND OURSELVES, OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK TO BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY AND SHALL BE ENFORCEABLE AT THE OPTION OF WALLER COUNTY, BY WALLER COUNTY, OR ANY CITIZEN THEREOF, BY INJUNCTION AS FOLLOWS:

- 1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.
- 2. ALL STOCK ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
- 3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND ONE QUARTERS (1-1/4) SQUARE FEET (15" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS, ALTHOUGH 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 STARLIGHT HOMES TEXAS L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.

- 6. THERE ARE NO UNDERGROUND PIPELINES WITHIN THE CONFINES OF THIS SUBDIVISION EXCEPT AS SHOWN ON THE ABOVE PLAT.
- 7. THERE SHALL BE NO SANITARY SEWER SYSTEM OR ANY WATER WELL CONSTRUCTED WITHIN 50 FEET OF ANY LOT LINE THAT DOES NOT ADJOIN A PUBLIC ROAD.

IN TESTIMONY WHEREOF, STARLIGHT HOMES TEXAS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH CHRIS CHEW, AUTHORIZED REPRESENTATIVE, THIS 23RD DAY OF MAY, 2024.

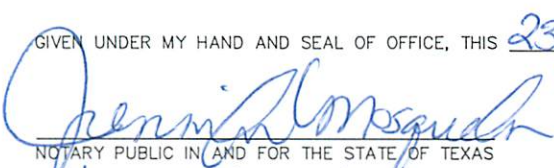
STARLIGHT HOMES TEXAS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY


CHRIS CHEW
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHRIS CHEW, 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 23RD DAY OF May, 2024.


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Jennifer Mosqueda
(PRINT NAME)
MY COMMISSION EXPIRES: 06/21/2026



2500 Tanglewilde, Suite 300
Houston, Texas 77063
t: 281-306-0240 | www.odysseyeg.com
TBPE No. F-17637
Justin R. Ring, P.E. - JRing@OdysseyEG.com



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Brian Wilson, R.P.L.S. - Wilson@millersurvey.com

OWNER/DEVELOPER
STARLIGHT HOMES TEXAS L.L.C.
4920 WESTWAY PARK BLVD, SUITE 125
HOUSTON TEXAS 77041
JUNIOUS.WILLIAMS@ASHTONWOODS.COM

I, JOHN MARK OTTO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, (SOUTH CENTRAL) ZONE.

John Mark Otto 05-23-2024
JOHN MARK OTTO, R.P.L.S.
TEXAS REGISTRATION No. 6672
OTTO@MILLERSURVEY.COM



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

APPROVED BY COMMISSIONERS COURT OF WALLER COUNTY, TEXAS, THIS _____ DAY OF _____, 2024 A.D.

JUDGE CARBETT "TREY" J. DUHON III
COUNTY JUDGE

JOHN A. AMSLER
COMMISSIONER, PRECINCT 1

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

KENDRIC D. JONES
COMMISSIONER, PRECINCT 3

JUSTIN BECKENDORFF
COMMISSIONER, PRECINCT 4

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE _____ DAY OF _____, 2024, A.D. AT _____ O'CLOCK _____ M, IN FILE # _____ OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE, AT HEMPSTEAD, THE DAY AND DATE LAST ABOVE WRITTEN.
DEBBIE HOLLAN

CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY: _____
DEPUTY



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Houston, Texas 77063
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H:\VA JOB FOLDER\1162.00 - 43.7143 AC MATHIS ROAD - WILLIAMS LANDING\PLATTING\4-DRAWINGS\1162-WILLIAMS LANDING_05162024.DWG 5/23/24 John Comerfile

NOTES:

- 1. ONE-FOOT RESERVES DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISIONS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVES SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- 2. THE COORDINATES AND BEARINGS 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: 0.9999287433.
- 3. ANY DISTANCE SHOWN ALONG A CURVE OR ARC IS THE ARC LENGTH UNLESS OTHERWISE NOTED.
- 4. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOODPLAIN MUST BE BUILT ON PIERS AND SHALL BE ELEVATED TO TWO (2) FEET OR MORE ABOVE THE 500-YEAR FLOODPLAIN ELEVATION, IN THE 100-YEAR FLOODPLAIN. WITHIN THE 500-YEAR, THESE STRUCTURES MUST BE ELEVATED TO ONE (1) ABOVE THE 500-YEAR FLOODPLAIN ELEVATION. NO DEVELOPMENT PERMITS WILL BE ISSUED IN A FLOOD HAZARD AREA BELOW THE BASE FLOOD ELEVATION (B.F.E.). CONTACT THE COUNTY ENGINEER'S OFFICE FOR SPECIFIC INFORMATION.
- 5. NO PIPE LINE OR PIPE LINE EASEMENT EXIST WITHIN THE BOUNDARIES OF THIS PLAT. IF PIPE LINES DO EXIST WITHIN THE PROPOSED SUBDIVISION, WRITTEN "CROSSING" APPROVALS MUST BE SUBMITTED FROM EACH OWNER.
- 6. 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.
- 7. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM.
- 8. PURPOSE OF PLAT: TO CREATE LOTS RESTRICTED TO SINGLE FAMILY RESIDENCES. ALL LOTS AND RESERVES TO DRAIN INTO R.O.W. WITH CURB AND GUTTER.
- 9. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK-TO-BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- 10. THIS PROJECT IS WITHIN WALLER COUNTY AND HARRIS COUNTY.
- 11. LOTS 2-14, BLOCK 1, LOTS 2-26, BLOCK 2, AND LOTS 2-8, BLOCK 3 HAVE REFERENCE RODS INDICATED WITH A (●) SET 100- FEET FROM THEIR FRONT PROPERTY LINE. THE FOLLOWING LOTS HAVE REFERENCE RODS SET ALONG THEIR RESPECTIVE SIDE STREET R.O.W., BEGINNING AT THE POINT OF CURVATURE THE FOLLOWING DISTANCES:
 - LOT 1, BLOCK 1: 75 FEET
 - LOT 1, BLOCK 2: 75 FEET
 - LOT 27, BLOCK 2: 75 FEET
 - LOT 1, BLOCK 3: 75 FEET

T.B.M. INFORMATION:

PROJECT BENCHMARK: HCFCO RM No. 110870 (STREAM No. K166-00-00)
BEING A ALUMINUM ROD STAMPED "110870" IN SLEEVE WITH CAPPED CASING. TO REACH THE BENCHMARK START FROM THE INTERSECTION OF US 290 AND FM 362, SOUTH ALONG FM 362 3.5 MILES TO BETKA. EAST ALONG BETKA, WHICH BECOMES WILLOW BROOK, 1.3 MILES TO DEAD END AND THE BENCHMARK ON THE RIGHT..
ELEVATION = 215.48' NAVD88, 2001 ADJUSTMENT, GEOID99

TEMPORARY BENCHMARK (TBM) "A":
BEING AN BOX CUT WITH AN "X" CUT ON TOP OF A 24-INCH RCP ON THE NORTH SIDE OF ENTRANCE TO SUBJECT TRACT BEING +/- 1,300 FEET NORTH FROM THE INTERSECTION OF MATHIS ROAD AND BETKA RD ON THE WEST SIDE OF MATHIS ROAD. PLOTTED HEREON
ELEVATION = 239.49' NAVD88, 2001 ADJUSTMENT, GEOID99

TEMPORARY BENCHMARK (TBM) "B":
BEING AN BOX CUT IN CONCRETE ON THE NORTHEAST FOOTING OF ELECTRIC TOWER No. 07058. PLOTTED HEREON
ELEVATION = 214.78' NAVD88, 2001 ADJUSTMENT, GEOID99

ALL ELEVATIONS PLOTTED HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), 2001 ADJUSTMENT, GEOID99.



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FIELD NOTES FOR 55.924 ACRES

BEING A TRACT OF LAND CONTAINING 55.924 ACRES (2,436,041 SQUARE FEET) LOCATED IN THE R. HARVEY SURVEY, ABSTRACT NUMBER NO. 141, AND THE J. GIBBONS SURVEY, ABSTRACT NO. 133 IN WALLER COUNTY TEXAS, AND THE J. GIBBONS SURVEY, ABSTRACT NUMBER NO. 286 IN HARRIS COUNTY, TEXAS; SAID 55.924 ACRE TRACT BEING ALL OF A CALLED 10.000 ACRE TRACT 1, AND ALL OF A CALLED 45.924 ACRE TRACT 2, RECORDED IN THE NAME OF CW-WILLIAMS LANDING, LLC, UNDER WALLER COUNTY CLERK'S FILE, (W.C.C.F.) NO. 2202507, AND HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. RP-2022-111870; SAID 55.924 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

COMMENCING AT A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF BLOCK 4 OF WILLOWBROOK SUBDIVISION, SECTION 1, A SUBDIVISION OF RECORD IN VOL. 347, PG. 280 OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.), SAME BEING THE SOUTHWEST CORNER OF A CALLED 15.00 ACRE TRACT OF LAND RECORDED IN THE NAME OF STEPHEN R. HARRIS, UNDER W.C.C.F. NO. 2015001457;

THENCE, WITH THE LINE COMMON TO SAID SECTION 1 AND SAID 15.00 ACRE TRACT, NORTH 02 DEGREES 12 MINUTES 04 SECONDS WEST, AT A DISTANCE OF 55.68 FEET PASS A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF BETKA ROAD (100 FEET WIDE PER SAID SECTION 1), AT A DISTANCE OF 156.23 FEET PASS A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID BETKA ROAD, AND CONTINUE IN ALL A TOTAL DISTANCE OF 408.31 FEET TO A POINT IN THE CENTERLINE OF MOUND CREEK, FOR THE SOUTHEAST CORNER OF SAID 10.000 ACRE TRACT AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTH LINES OF SAID SECTION 1 (CENTERLINE OF MOUND CREEK) AND THE SOUTH LINES OF SAID 10.000 ACRE TRACT, THE FOLLOWING TEN (10) COURSES:

1. NORTH 41 DEGREES 01 MINUTES 23 SECONDS WEST, A DISTANCE OF 28.98 FEET TO AN ANGLE POINT;
2. NORTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 59.85 FEET TO AN ANGLE POINT;
3. NORTH 49 DEGREES 53 MINUTES 23 SECONDS WEST, A DISTANCE OF 170.66 FEET TO AN ANGLE POINT;
4. SOUTH 53 DEGREES 05 MINUTES 38 SECONDS WEST, A DISTANCE OF 53.49 FEET TO AN ANGLE POINT;
5. SOUTH 37 DEGREES 53 MINUTES 36 SECONDS WEST, A DISTANCE OF 34.54 FEET TO AN ANGLE POINT;
6. SOUTH 70 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 56.88 FEET TO AN ANGLE POINT;
7. NORTH 86 DEGREES 39 MINUTES 24 SECONDS WEST, A DISTANCE OF 92.32 FEET TO AN ANGLE POINT;
8. NORTH 51 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 69.61 FEET TO AN ANGLE POINT;
9. NORTH 38 DEGREES 28 MINUTES 28 SECONDS WEST, A DISTANCE OF 36.89 FEET TO AN ANGLE POINT;
10. NORTH 20 DEGREES 01 MINUTES 23 SECONDS WEST, A DISTANCE OF 73.37 FEET TO AN ANGLE POINT FOR THE NORTH CORNER OF LOT 1, BLOCK 3 OF SAID SECTION 1, SAME BEING THE SOUTHEAST CORNER OF A CALLED 5.00 ACRE TRACT OF LAND RECORDED IN THE NAME OF ARNESTO SABILLION AND WIFE, MARIA D. CALIX IN VOL. 672, PG. 860 OF THE W.C.D.R., FROM WHICH A FOUND 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3 BEARS SOUTH 72 DEGREES 40 MINUTES 48 SECONDS WEST, A DISTANCE OF 460.64 FEET;

THENCE, WITH THE LINE COMMON TO SAID 5.00 ACRE TRACT AND SAID 10.000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. NORTH 01 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 220.10 FEET TO AN ANGLE POINT;
2. SOUTH 88 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 138.51 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID 10.000 ACRE TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE RESIDUE OF A CALLED 122.685 ACRE TRACT RECORDED IN THE NAME OF M.A. SOLIMAN, ET. UX., VOL. 467, PG. 901 W.C.D.R.;

THENCE, WITH THE LINE COMMON TO SAID 10.000 ACRE TRACT AND SAID RESIDUE OF A CALLED 122.685 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. NORTH 20 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 217.07 FEET TO AN ANGLE POINT;
2. NORTH 33 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 143.08 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID 10.000 ACRE TRACT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE RESIDUE OF A CALLED 36.3038 ACRE TRACT RECORDED IN THE NAME OF LESLIE W. LOFTON AND CATHERINE A. LOFTON, VOLUME (VOL.) 670, PAGE (PG.) 885 OF THE W.C.D.R.;

THENCE, WITH THE LINE COMMON TO SAID 10.000 ACRE TRACT AND SAID RESIDUE OF A CALLED 36.3038 ACRE TRACT THE FOLLOWING THREE (3) COURSES:

1. NORTH 88 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 585.02 FEET TO AN ANGLE POINT;
2. NORTH 01 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 421.88 FEET TO AN ANGLE POINT;
3. NORTH 88 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT ON THE WEST LINE OF SAID 45.924 ACRE TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 10.000 ACRE TRACT, SAME BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID RESIDUE OF A CALLED 36.3038 ACRE TRACT;

THENCE, WITH THE LINE COMMON TO SAID RESIDUE OF A CALLED 36.3038 ACRE TRACT AND SAID 45.924 ACRE TRACT, NORTH 01 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 82.00 FEET TO THE SOUTHWEST CORNER OF A CALLED 37.759 ACRE TRACT OF LAND RECORDED IN THE NAME OF BRANDON J. COTTON, ET.AL. IN H.C.C.F. NO. W570059, FOR THE NORTHWEST CORNER OF SAID 45.924 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 5/8-INCH IRON ROD AT THE NORTHWEST CORNER OF SAID 37.759 ACRE TRACT BEARS NORTH 01 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 697.56 FEET AND FROM WHICH A FOUND 5/8-INCH IRON ROD BEARS NORTH 07 DEGREES 06 MINUTES WEST, A DISTANCE OF 7.0 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 37.759 ACRE TRACT AND THE SOUTH LINE OF A CALLED 5.7142 ACRE TRACT RECORDED IN THE NAME OF JESUS DURAN IN RP-2016-303676 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (O.P.R.R.P.H.C.T.), SAME BEING THE NORTH LINE OF SAID 45.924 ACRE TRACT, NORTH 87 DEGREES 45 MINUTES 20 SECONDS EAST, AT A DISTANCE OF 1649.83 FEET PASS A FOUND 2-INCH IRON PIPE AT THE COMMON SOUTH CORNER OF SAID 37.759 ACRE TRACT AND SAID 5.7142 ACRE TRACT, AND CONTINUE FOR A TOTAL DISTANCE OF 3309.87 FEET (CALLED 3297.22 FEET) TO A 5/8-INCH IRON ROD WITH CAP STAMPED MILLER SURVEY FOUND ON THE OCCUPIED WEST RIGHT-OF-WAY (R.O.W.) LINE OF MATHIS ROAD (CALLED 99 FEET WIDE IN VOLUME 17, PAGE 222 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.) AND SHOWN AS 66 FEET WIDE ON THE HARRIS COUNTY ENGINEERING DEPARTMENT R.O.W. MAP NO. 3912, SEC. 1, 1984), AT THE SOUTHEAST CORNER OF SAID 5.7142 ACRE TRACT, FOR THE NORTHEAST CORNER OF SAID 45.924 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 3/4-INCH IRON PIPE AT THE NORTHEAST CORNER OF SAID 5.7142 ACRE TRACT, BEARS NORTH 02 DEGREES 25 MINUTES 47 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE, WITH THE WEST R.O.W. LINE OF SAID MATHIS ROAD, SAME BEING THE EAST LINE OF SAID 45.924 ACRE TRACT, SOUTH 02 DEGREES 25 MINUTES 47 SECONDS EAST, PASSING AT A DISTANCE OF 603.50 FEET A 1-INCH IRON PIPE FOUND, IN ALL A DISTANCE OF 603.94 FEET TO THE NORTHEAST CORNER OF A CALLED 45.86 ACRE TRACT RECORDED IN THE NAME OF LARETTA RENA CALLAWAY IN H.C.C.F. NO. U998001, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2-INCH IRON PIPE FOR THE SOUTHEAST CORNER OF SAID 45.86 ACRE TRACT BEARS SOUTH 02 DEGREES 31 MINUTES 13 SECONDS EAST, A DISTANCE OF 605.51 FEET;

THENCE, WITH THE LINE COMMON TO SAID 45.86 ACRE TRACT AND SAID 45.924 ACRE TRACT, SOUTH 87 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 3314.83 FEET (CALLED 3297.22 FEET) TO A 5/8-INCH IRON ROD WITH CAP STAMPED MILLER SURVEY SET ON THE EAST LINE OF SAID 10.000 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 45.86 ACRE TRACT FOR THE SOUTHWEST CORNER OF SAID 45.924 ACRE TRACT;

THENCE, WITH THE WEST LINE OF SAID 45.86 ACRE TRACT AND THE EAST LINE OF SAID 10.000 ACRE TRACT, SOUTH 01 DEGREES 57 MINUTES 35 SECONDS EAST, A DISTANCE OF 604.21 FEET TO A 3/4-INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID 45.86 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 15.00 ACRE TRACT;

THENCE, WITH THE LINE COMMON TO SAID 15.00 ACRE TRACT AND SAID 10.000 ACRE TRACT, SOUTH 02 DEGREES 12 MINUTES 04 SECONDS EAST, A DISTANCE OF 118.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 55.924 ACRES OF LAND.



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RESERVE TABLE			
SYMBOL	DESCRIPTION	RESERVE USE	AREA
A	RESTRICTIVE RESERVE "A"	LANDSCAPE/OPEN SPACE	0.067 A.C. - 2,923 SQ.FT.
B	RESTRICTIVE RESERVE "B"	LANDSCAPE/OPEN SPACE	0.709 A.C. - 30,881 SQ.FT.
C	RESTRICTIVE RESERVE "C"	DETENTION	7.879 A.C. - 343,222 SQ.FT.
D	RESTRICTIVE RESERVE "D"	DETENTION	4.591 A.C. - 199,971 SQ.FT.
E	RESTRICTIVE RESERVE "E"	WASTE WATER TREATMENT PLANT	0.593 A.C. - 25,822 SQ.FT.
F	RESTRICTIVE RESERVE "F"	PARK SPACE	0.729 A.C. - 31,746 SQ.FT.
G	RESTRICTIVE RESERVE "G"	LANDSCAPE/OPEN SPACE	0.132 A.C. - 5,770 SQ.FT.
H	RESTRICTIVE RESERVE "H"	LANDSCAPE/OPEN SPACE	0.318 A.C. - 13,846 SQ.FT.
I	RESTRICTIVE RESERVE "I"	LANDSCAPE/OPEN SPACE	0.210 A.C. - 9,134 SQ.FT.
J	RESTRICTIVE RESERVE "J"	LANDSCAPE/OPEN SPACE	0.065 A.C. - 2,823 SQ.FT.
K	RESTRICTIVE RESERVE "K"	LANDSCAPE/OPEN SPACE	0.125 A.C. - 5,436 SQ.FT.
L	RESTRICTIVE RESERVE "L"	WATER PLANT	0.836 A.C. - 36,437 SQ.FT.
M	RESTRICTIVE RESERVE "M"	LANDSCAPE/OPEN SPACE	2.121 A.C. - 92,371 SQ.FT.
N	RESTRICTIVE RESERVE "N"	LANDSCAPE/OPEN SPACE	0.030 A.C. - 1,301 SQ.FT.
TOTALS			18.405 A.C. - 801,683 SQ.FT.

LOT FRONTAGE AT B.L. TABLE

LOT - BLOCK	FRONTAGE AT B.L.
8 - 3	56.20'
9 - 3	57.47'
10 - 3	57.47'
11 - 3	57.47'

LINE TABLE		
Line	Length	Direction
L1	118.89	S02°12'04"E
L2	28.98	N41°01'23"W
L3	59.85	N00°05'37"E
L4	170.66	N49°53'23"W
L5	53.49	S53°05'38"W
L6	34.54	S37°53'36"W
L7	56.88	S70°02'40"W
L8	92.32	N86°39'24"W
L9	69.61	N51°24'21"W
L10	36.89	N38°28'28"W
L11	73.37	N20°01'23"W
L12	138.51	S88°08'26"W
L13	143.08	N33°12'48"W
L14	150.00	N88°02'25"E
L15	82.00	N01°57'35"W
L16	22.84	N02°14'40"W
L17	5.00	N42°45'20"E
L18	28.24	N42°39'46"E
L19	105.00	S02°14'40"E
L20	105.00	S02°14'40"E
L21	105.00	S02°14'40"E
L22	105.00	S02°14'40"E
L24	28.33	S47°20'14"E

LINE TABLE		
Line	Length	Direction
L25	28.24	N42°39'46"E
L26	28.33	S47°20'14"E
L27	50.08	S87°45'20"W
L28	100.00	S02°14'40"E
L29	96.83	N87°45'20"E
L31	1.59	N87°45'20"E
L32	110.00	S02°25'47"E
L33	27.73	S42°39'46"W
L34	130.83	N05°29'54"E
L35	1.47	N87°45'20"E
L36	28.33	S47°20'14"E
L37	190.00	S02°25'47"E
L38	27.69	S42°39'46"W
L39	117.83	N05°33'02"E
L40	114.39	N11°35'46"W
L41	1.44	N87°45'20"E
L42	28.33	S47°20'14"E
L43	103.94	S02°25'47"E
L44	1.35	S87°45'20"W
L45	125.62	N11°37'56"W
L46	123.94	S02°14'40"E
L47	123.94	N02°14'40"W

CURVE TABLE					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	86.39	55.00	90°00'00"	S47°14'40"E	77.78
C2	39.27	25.00	90°00'00"	S47°14'40"E	35.36
C3	39.27	25.00	90°00'00"	N42°45'20"E	35.36
C4	39.27	25.00	90°00'00"	S47°14'40"E	35.36
C5	39.27	25.00	90°00'00"	N42°45'20"E	35.36
C6	15.26	25.00	34°58'55"	S74°45'12"E	15.03
C7	328.96	70.00	269°15'35"	S11°53'32"E	99.63
C8	62.95	25.00	144°16'40"	N74°23'00"W	47.59
C10	16.67	25.00	38°12'41"	N16°51'41"E	16.37
C11	203.32	70.00	166°25'22"	S47°14'40"E	139.02
C12	16.67	25.00	38°12'41"	S68°39'00"W	16.37
C13	39.27	25.00	90°00'00"	N47°14'40"W	35.36
C14	39.27	25.00	90°00'00"	S42°45'20"W	35.36
C15	39.27	25.00	90°00'00"	N47°14'40"W	35.36
C16	39.27	25.00	90°00'00"	S42°45'20"W	35.36
C17	39.27	25.00	90°00'00"	S47°14'40"E	35.36
C18	39.27	25.00	90°00'00"	S42°45'20"W	35.36
C19	39.27	25.00	90°00'00"	N47°14'40"W	35.36
C20	39.27	25.00	90°00'00"	N42°45'20"E	35.36
C21	39.27	25.00	90°00'00"	S47°14'40"E	35.36
C22	39.27	25.00	90°00'00"	S42°45'20"W	35.36

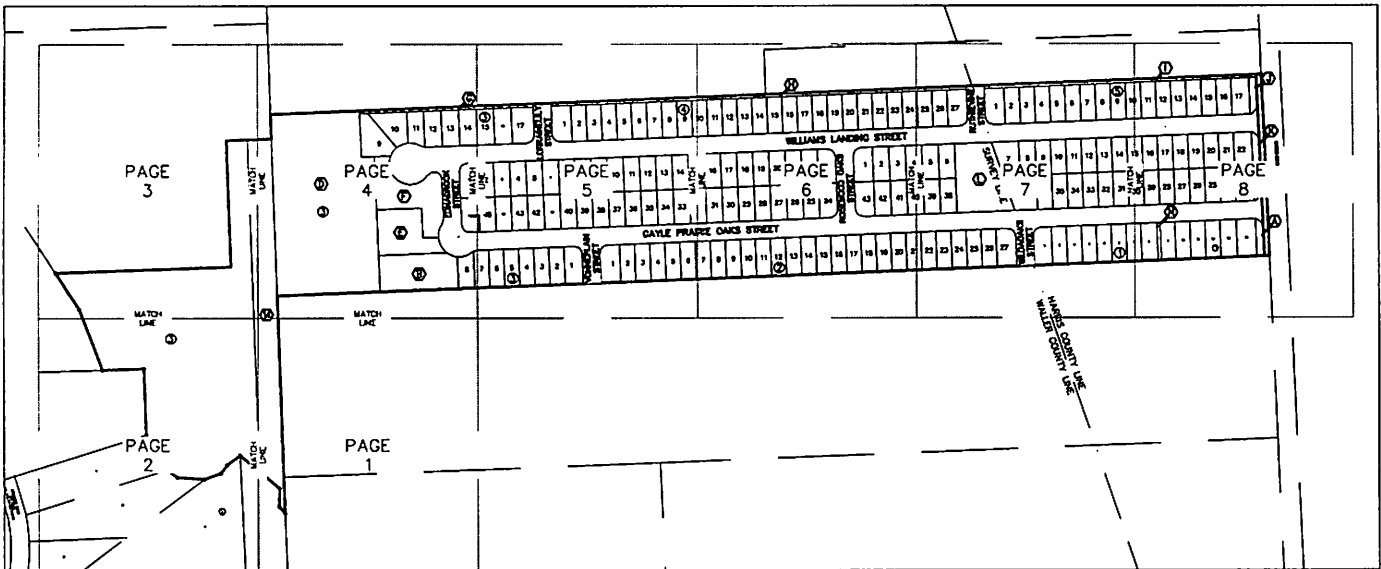


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LEGEND

AC.	=	ACRE
A.E.	=	AERIAL EASEMENT
B.L.	=	BUILDING LINE
CHB	=	CHORD BEARING
CHD	=	CHORD LENGTH
CIR	=	CAPPED IRON ROD
D.E.	=	DRAINAGE EASEMENT
E.E.	=	ELECTRIC EASEMENT
ESMT.	=	EASEMENT
H.C.C.F.	=	HARRIS COUNTY CLERK FILE
H.C.D.R.	=	HARRIS COUNTY DEED RECORD
H.C.M.R.	=	HARRIS COUNTY MAP RECORD
H.L.&P.	=	HOUSTON LIGHTING AND POWER
I.R.	=	IRON ROD
I.P.	=	IRON PIPE
L	=	LENGTH
L.E.	=	LANDSCAPE EASEMENT
LTD.	=	LIMITED
No.	=	NUMBER
NR	=	NON-RADIAL
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT
PVT.	=	PRIVATE
S.F.	=	SQUARE FEET
S.S.E.	=	SANITARY SEWER EASEMENT
STM.S.E.	=	STORM SEWER EASEMENT
U.E.	=	UTILITY EASEMENT
W.L.E.	=	WATER LINE EASEMENT
W.C.C.F.	=	EASTING COORDINATE
W.C.D.R.	=	NORTHING COORDINATE
W.C.M.R.	=	WALLER COUNTY CLERK'S FILE
X	=	WALLER COUNTY DEED RECORDS
Y	=	WALLER COUNTY MAP RECORDS
	=	STREET NAME CHANGE
①	=	BLOCK NUMBER
•	=	SET 5/8-INCH IRON ROD W/MILLER SURVEY CAP (UNLESS OTHERWISE NOTED)
⊙	=	FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
⊕	=	BENCHMARK

ODYSSEY
ENGINEERING GROUP

2500 Tanglewilde, Suite 300
Houston, Texas 77063
t: 281-306-0240 | www.odysseyeg.com
TBPE No. F-17637
Justin R. Ring, P.E. - JRing@OdysseyEG.com

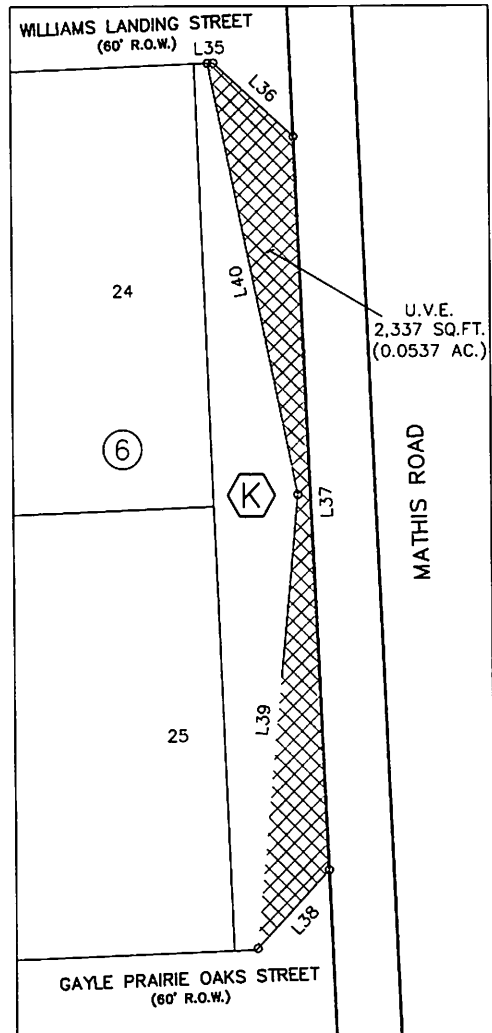
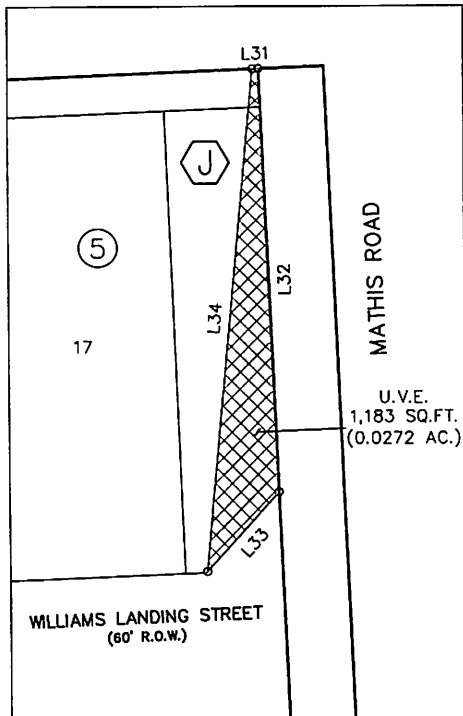
MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com

OWNER/DEVELOPER
STARLIGHT HOMES TEXAS L.L.C.
4920 WESTWAY PARK BLVD, SUITE 125
HOUSTON TEXAS 77041
JUNIOUS.WILLIAMS@ASHTONWOODS.COM

DETAIL "B"



GAYLE PRAIRIE OAKS STREET
(60' R.O.W.)

14

1

L41

L42

L45

L43

U.V.E.
1,212 SQ.FT.
(0.0278 AC.)

A

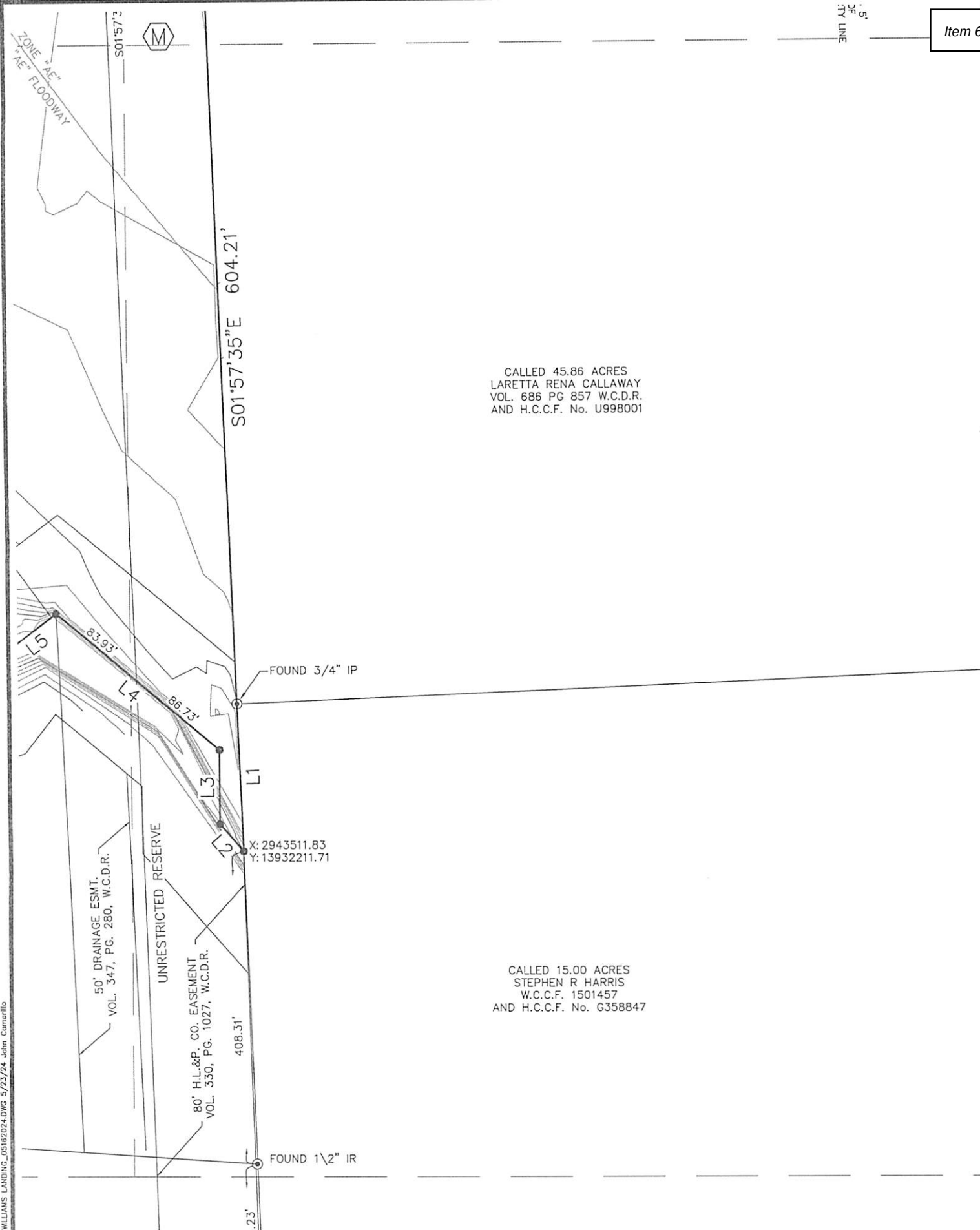
MATHIS ROAD

L44

WILLIAMS LANDING
SHEET 8 OF 16

5' CITY LINE

Item 6.



CALLED 45.86 ACRES
LARETTA RENA CALLAWAY
VOL. 686 PG 857 W.C.D.R.
AND H.C.C.F. No. U998001

CALLLED 15.00 ACRES
STEPHEN R HARRIS
W.C.C.F. 1501457
AND H.C.C.F. No. G358847



2500 Tanglewilde, Suite 300
Houston, Texas 77063
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Justin R. Ring, P.E. - JRing@OdysseyEG.com

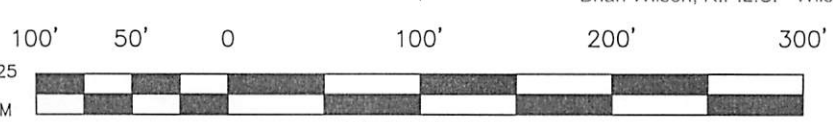
OWNER/DEVELOPER
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JUNIOUS.WILLIAMS@ASHTONWOODS.COM



MILLER SURVEY



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Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com



SCALE IN FEET
1" = 100'

H:\A JOB FOLDER\4162.00 - 45.7143 AC MATHIS ROAD - WILLIAMS LANDING\PLATTING\4-DRAWINGS\4162-WILLIAMS LANDING_05162024.DWG 5/23/24 John Cornafello



OWNER/DEVELOPER
STARLIGHT HOMES TEXAS L.L.C.
4920 WESTWAY PARK BLVD, SUITE 125
HOUSTON TEXAS 77041
JUNIOUS.WILLIAMS@ASHTONWOODS.COM



DECM

A graphic scale bar with markings at 100', 50', 0, 100', 200', and 300'. Below the scale, there are two rows of alternating black and white squares, likely representing a map legend or a specific pattern.

WILLIAMS LANDING
SHEET 10 OF 16

CALLED 24.86 ACRES
QAAIM COMMERCIAL LLC,
A TEXAS LIMITED LIABILITY CORPORATION
W.C.C.F. NO. 2213572

R. HARVEY SURVEY, A-141

N88°02'25"E 585.02'

N01°57'35"W 421.88'

X: 2943465.95
Y: 13933537.88

L14

70.00'

80.00'

L15

80' H.L.&P. CO. EASEMENT
VOL. 330, PG. 1027, W.C.D.R.

S01°57'35"E 1104.62'

N01°57'35"W 521.95'

L13

N20°50'35"W

209

208

212

213

214

C

3

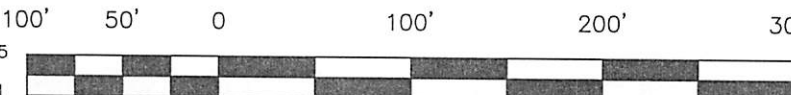
M

ZONE "AE"
FLOODWAY



2500 Tanglewilde, Suite 300
Houston, Texas 77063
t: 281-306-0240 | www.odysseyeg.com
TBPE No. F-17637
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4920 WESTWAY PARK BLVD, SUITE 125
HOUSTON TEXAS 77041
JUNIOUS.WILLIAMS@ASHTONWOODS.COM



SCALE IN FEET
1" = 100'

MILLER SURVEY



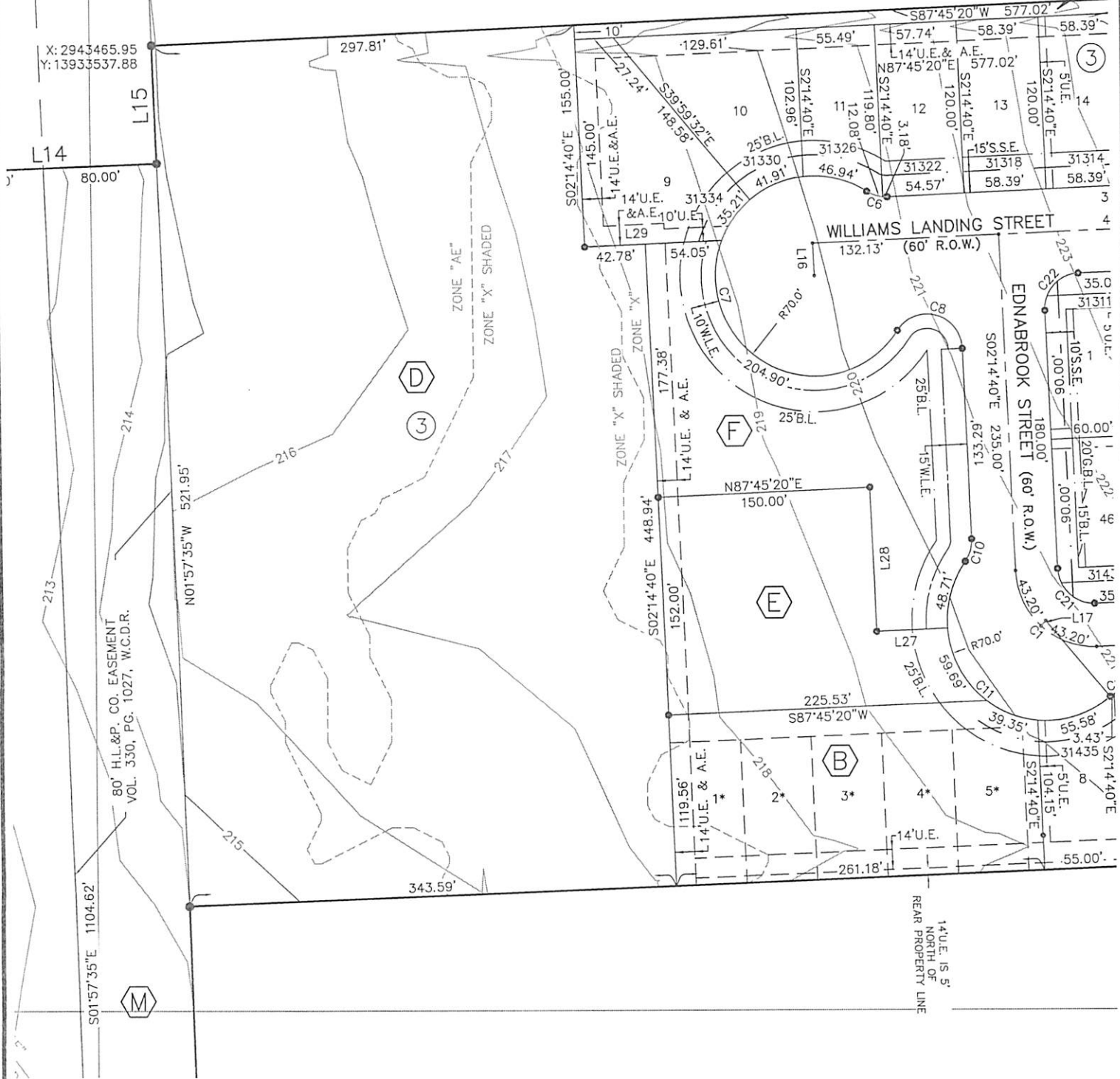
Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com

ADJOINER INFORMATION

LOT	OWNER INFORMATION
1*	CALLED 0.1148 ACRE, VANESSA COLE, W.C.C.F. NO. 2304574
2*	CALLED 0.1148 ACRE, CHESTER UZOMA, W.C.C.F. NO. 2304583
3*	CALLED 0.1148 ACRE, RICO BUOT, W.C.C.F. NO. 2304588
4*	CALLED 0.1148 ACRE, AYESHA SHELTON, W.C.C.F. NO. 2304579
5*	CALLED 0.1148 ACRE, TYLER BROOM, W.C.C.F. NO. 2304576

CALLLED 37.759 ACRES
BRANDON J COTTON ET AL
H.C.C.F. NO. V600167
W.C.C.F. NO. W570059

J. GIBBONS SURVEY, A-133
(WALLER COUNTY)



ODYSSEY
ENGINEERING GROUP

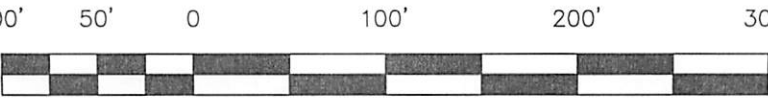
2500 Tanglewilde, Suite 300
Houston, Texas 77063
t: 281-306-0240 | www.odysseyeg.com
TBPE No. F-17637
Justin R. Ring, P.E. - JRing@OdysseyEG.com

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HOUSTON TEXAS 77041
JUNIOUS.WILLIAMS@ASHTONWOODS.COM

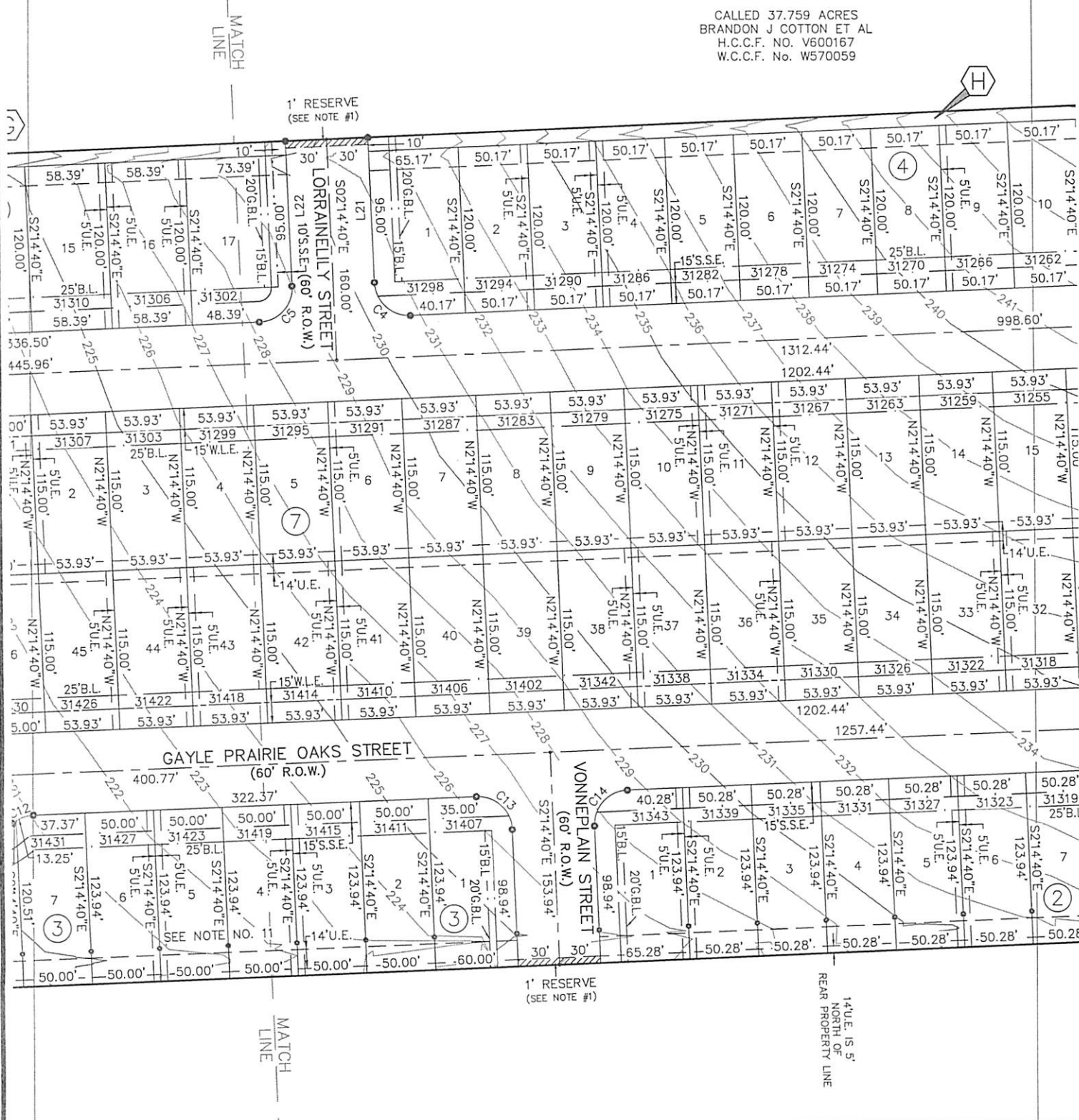
MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100
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Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com



SCALE IN FEET
1" = 100'



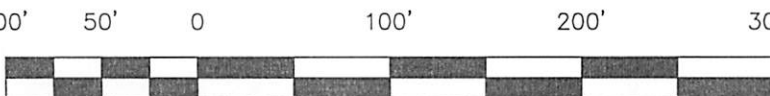
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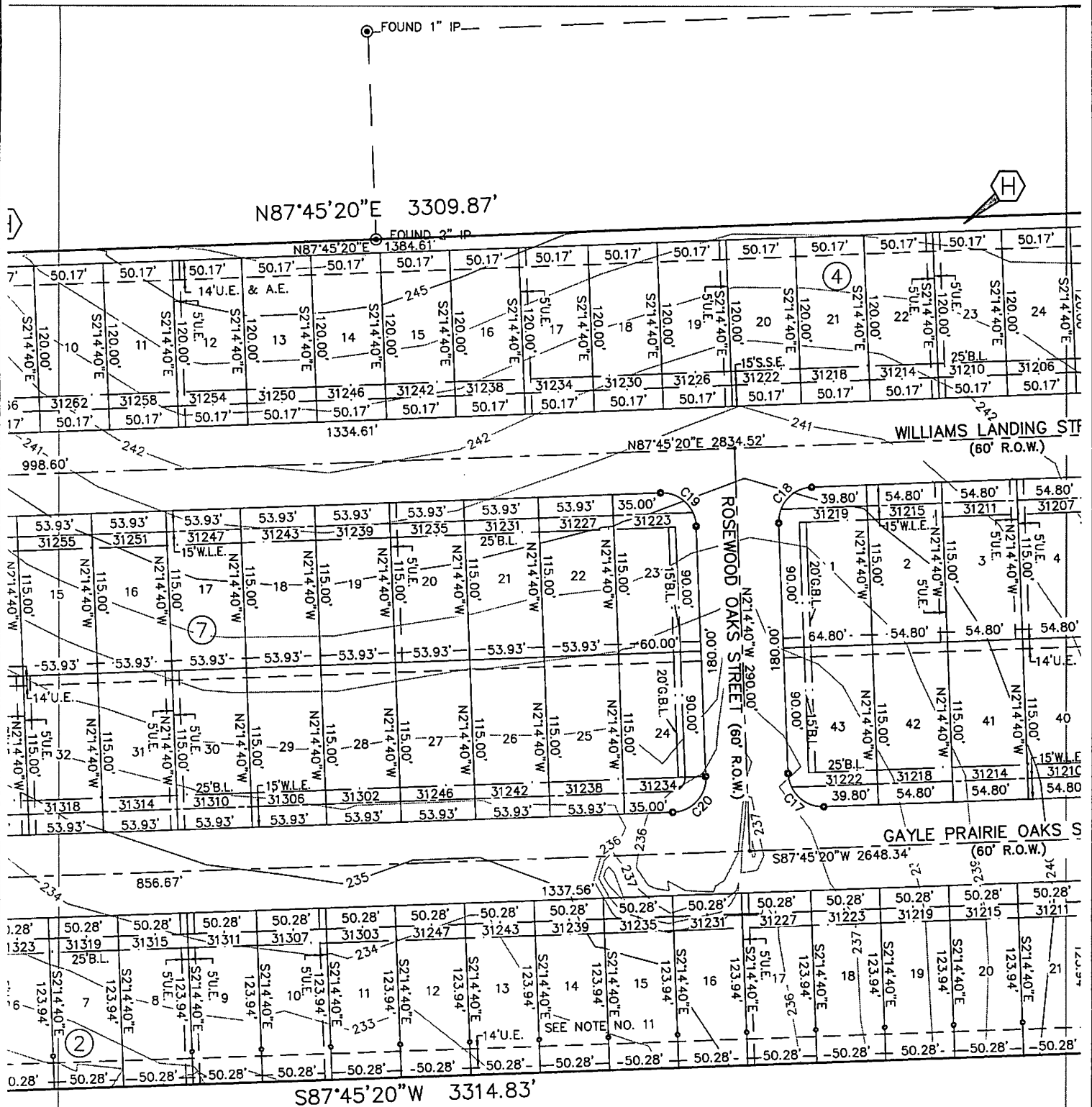
MILLER SURVEY



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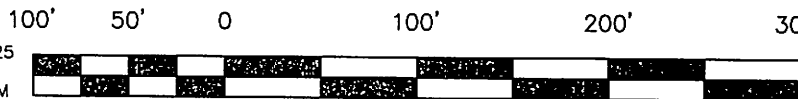


SCALE IN FEET
1" = 100'



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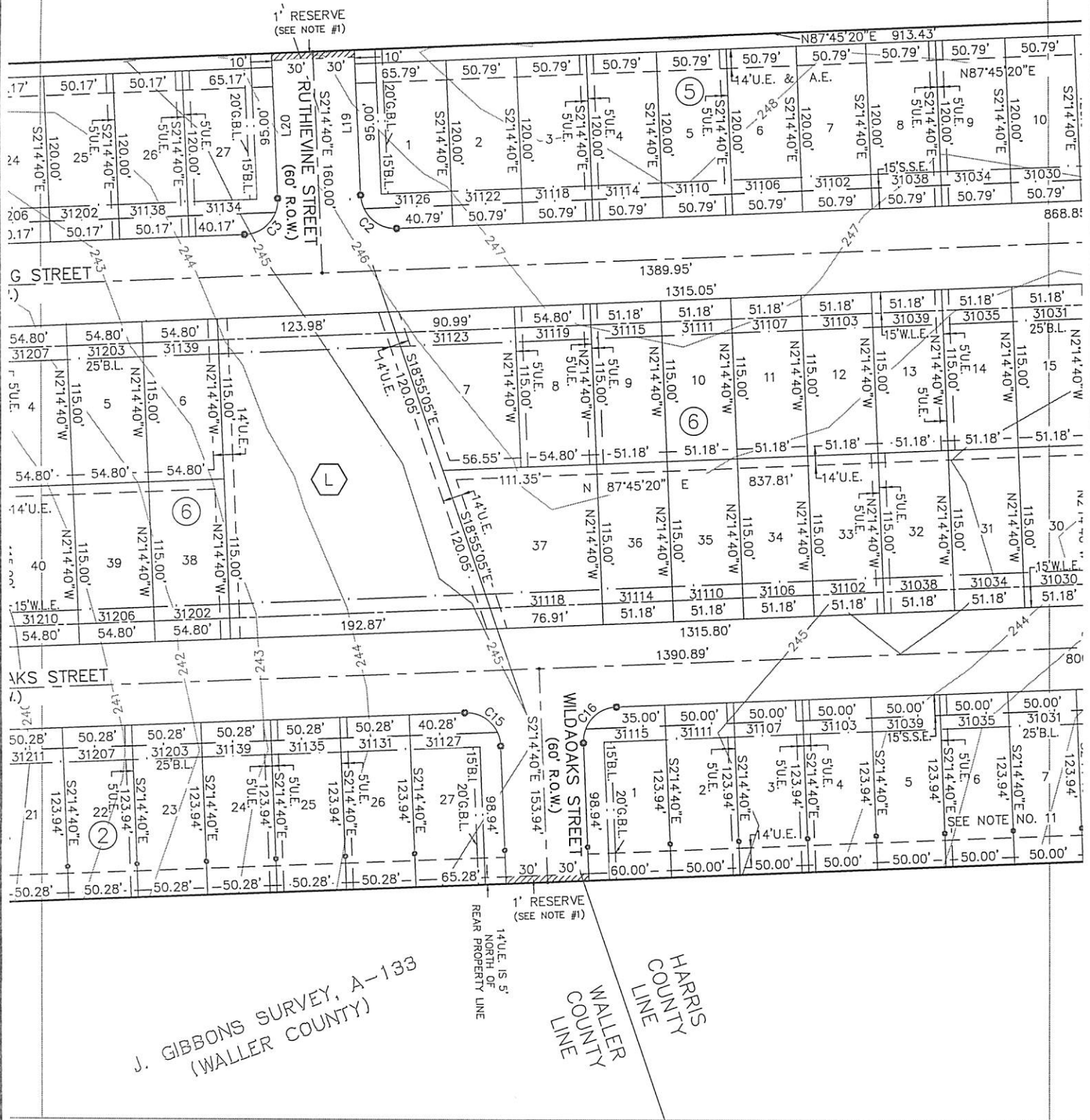


SCALE IN FEET
1" = 100'

MILLER SURVEY

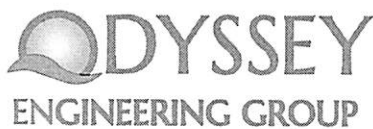
DCCM

Miller Survey | Firm Reg. No. 10047100
1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com



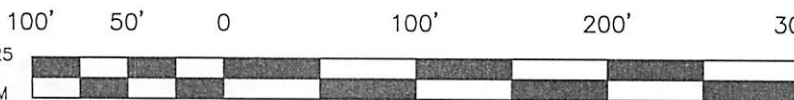
J. GIBBONS SURVEY, A-133
(WALLER COUNTY)

WALLER COUNTY
LINE



2500 Tanglewilde, Suite 300
Houston, Texas 77063
t: 281-306-0240 | www.odysseyeg.com
TBPE No. F-17637
Justin R. Ring, P.E. - JRing@OdysseyEG.com

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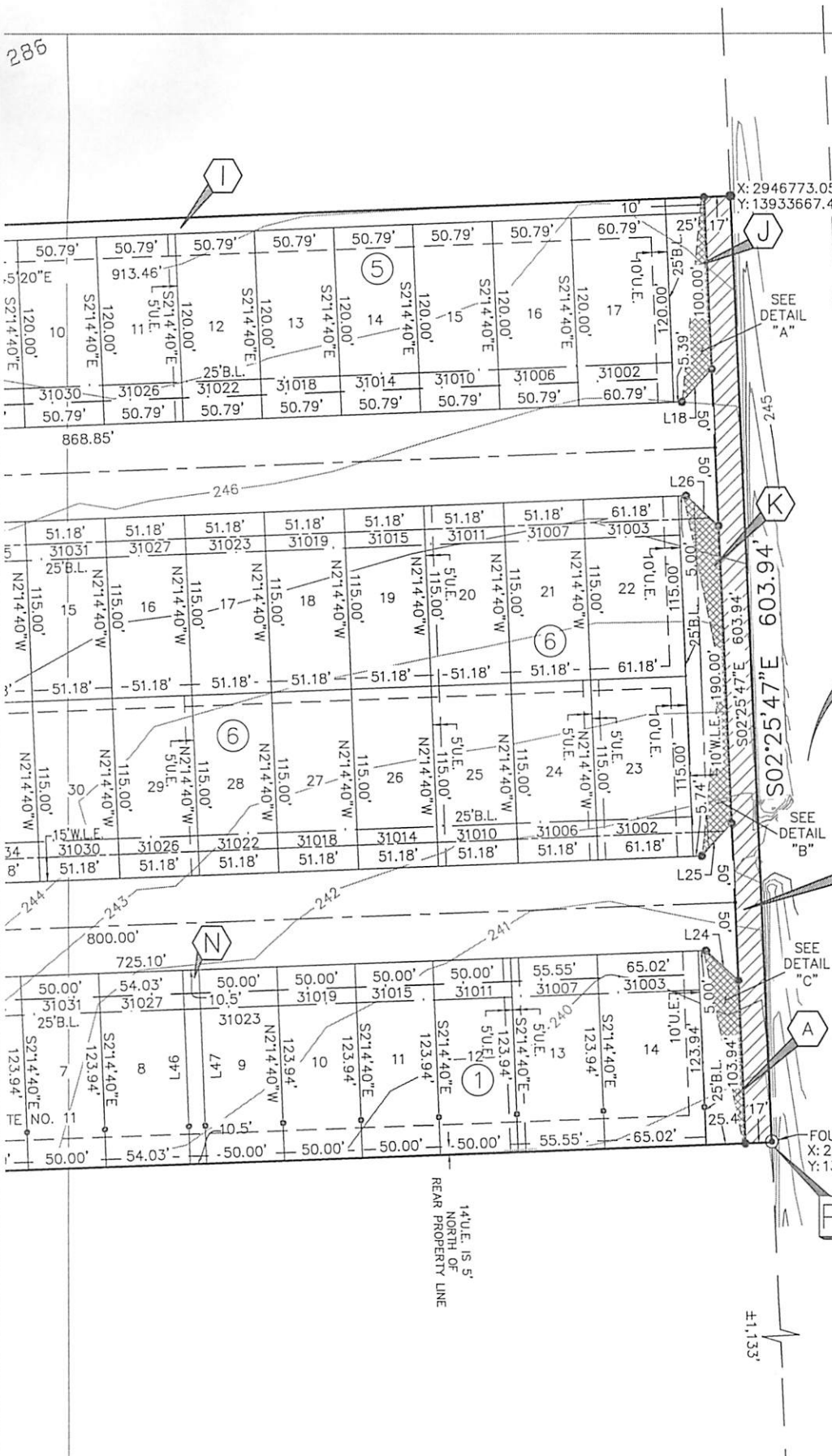


MILLER SURVEY



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Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com

286



MATHIS ROAD
CALLED (66' R.O.W.)
HARRIS CO. ENG. DEPT. DWG.
No. 3912 SEC. 1 1984
CALLED (99' R.O.W.)
VOL. 17, PG. 222, H.C.D.R.

HARRIS COUNTY SCHOOL LAND
SECTION 17
VOL. 17, PG. 222, H.C.D.R.

THIS 0.2357 ACRES
(10,267 SQ.FT.) IS
HEREBY DEDICATED TO
THE PUBLIC FOR
RIGHT-OF-WAY
PURPOSES.

CALLED 80.00 ACRES
NINA LOU NEATHERLIN, ET AL
H.C.C.F. No. D981496

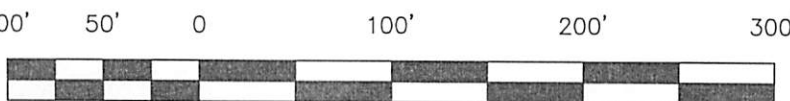
BETKA ROAD
VOL. 17, PG. 222, H.C.D.R.

FOUND CONC. MONUMENT



2500 Tanglewilde, Suite 300
Houston, Texas 77063
t: 281-306-0240 | www.odysseyeg.com
TBPE No. F-17637
Justin R. Ring, P.E. - JRing@OdysseyEG.com

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SCALE IN FEET
1" = 100'

MILLER SURVEY

DCCM

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1760 W. Sam Houston Pkwy N.
Houston, TX 77043
713.413.1900 | millersurvey.com
Brian Wilson, R.P.L.S. - Wilson@millersurvey.com

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



May 30, 2024

Travis W. Miller
Quiddity
2322 W. Grand Parkway North, Suite 150
Katy, Texas 77449
832-913-400

**Re: Substantial Completion – Entering One Year Maintenance
Sunterra Section 48**

To Whom It May Concern,

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

On May 16, 2024, Mr. Robert J.P. Goodspeed and Mr. Vincent Hensen from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 05/16/2024. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 05/16/2025 to schedule the Final Inspection.

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

Sincerely,

A blue ink signature of J. Ross McCall, which appears to be "J. Ross McCall".

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

Sunterra Section 48 Road Log														
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Comments
			Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.	
Vida Vista Drive	3	Key Map 443D	1149	0.218	50'	6"conc. Pave	28'				Freeman Ranch	1/11/2024	2400496	
Sun Falls Drive	3	Key Map 443D	1002.0	0.190	50'	6" conc. Pave	28'				Freeman Ranch	1/11/2024	2400496	
Soul Shire Drive	3	Key Map 443D	177.0	0.034	50'	6" conc. pave	28'				Freeman Ranch	1/11/2024	2400496	

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

ROAD: **Anserra Trail**

DATE: **05/20/2024**

To: Black & Veatch
Comcast of Houston LLC
[American Communications Construction, Inc.]
11401 Lamar Ave.
Overland Park, KS 66211

Permit # 24.UP.014

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **05/07/2024** 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 _____

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

Formal notice is hereby given that American Communications Construction Inc. (utility contractor) proposes to place a

underground Fiber cable within the right-of-way of ANSERRA TRAIL as follows:
(street)

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

Comcast is to install approx 1968' of underground conduit/cable along ANSERRA TRAIL

The UG fiber cable 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 01 day of DECEMBER, 20 24.

Firm: Black & Veatch (Permitting on the behalf of Comcast of Houston LLC) Address: 11401 Lamar Avenue, Overland Park, KS 66211

By: Paul Rader

Signature: Paul Rader Phone: +1 913-458-9138

Title: Permit Coordinator Email: BVPermitting@bv.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.

[Signature]
County Engineer or Road Administrator

5-20-24
Date

Traffic Controls Required: Y N

Traffic Controls Reviewed By: RDR

Bond: Y N Bond Amount (\$): —

Floodplain Dev. Permit Required: Y N

Permit #: — Precinct #: 4

R&B Inspector: ROBERT J. GOODSPEED

Waller County Road & Bridge Department

775 Business 290 East, Hempstead, TX 77445 Phone (979) 826-7670

R:\Construction Inspection\Forms\Waller County Utility Installation and NOTICE.docx

Rev. 082023.1

comcast®

of HOUSTON, LLC

TERITORY AT ANSERRA
4000 ANSERRA TRAIL KATY
KATY, TX 77494

WALLER COUNTY
VICINITY MAP



BUILD (ROW WORK ONLY)	
• BORE FOOTAGE:	1968
• BORE PITS:	3
• POTHoles:	N/A
• NEW AERIAL:	N/A
• OVERLASH:	N/A
• NEW VAULTS:	N/A
• EXISTING VAULTS:	N/A
• NEW PEDESTALS:	1
• EXISTING PEDESTALS:	N/A
• OVERPULL EXISTING CONDUIT:	N/A
• TOTAL PROJECT FOOTAGE:	1968

SCOPE OF WORK	
COMCAST PROPOSES TO BEGIN AT EDGE OF ROW 41' SOUTH OF CENTERLINE OF INTERSTATE 10 FRONTAGE RD. BORE SOUTH 407' TO PROPOSED BORE PIT. THEN TURN WEST AND BORE 3' TO EDGE OF ROW. PROJECT CONTINUES WEST OUTSIDE OF ROW.	
FROM EDGE OF ROW BORE SOUTH 1558' TO PROPOSED PEDESTAL. INSTALL (1) 2" CONDUIT AND PULL CABLE THROUGH.	

CONTRACTOR NOTE	
CONTRACTOR SHALL COMPLETE INSTALL PER THE SET OF DRAWINGS. ANY NECESSARY DEVIATIONS FROM THE DRAWINGS MUST BE SUBMITTED THROUGH AN RFI REQUEST PROCESS WITH ENGINEERING FOR AN APPROVAL PRIOR TO CONTRACTOR PROCEEDING WITH A DEVIATION OF THE SET OF DRAWINGS.	

ENGINEER OF RECORD	
MAGED HENEIN PE # 102109 BLACK & VEATCH CORPORATION	

CALL BEFORE YOU DIG	
 UNDERGROUND SERVICE ALERT UTILITY NOTIFICATION CENTER OF TEXAS 811 OR 1-800-344-8377 3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION	

DRAWING INDEX		
SHEET NO:	SHEET TITLE	REV NO:
T-1	TITLE SHEET & PROJECT DATA	0
T-2	LOCATION MAP	0
C-1	OVERALL SITE PLAN	0
TCP-1	TRAFFIC CONTROL PLAN	0

DO NOT SCALE DRAWINGS	
CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.	

11"x17" PLOT WILL BE HALF SCALE UNLESS NOTED




BLACK & VEATCH
11401 LAMAR AVE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	408851
DRAWN BY:	AVB
CHECKED BY:	JMG

REV	DATE	DESCRIPTION
0	06/07/24	ISSUED FOR PERMITTING

BLACK & VEATCH ENGINEERING
F-258

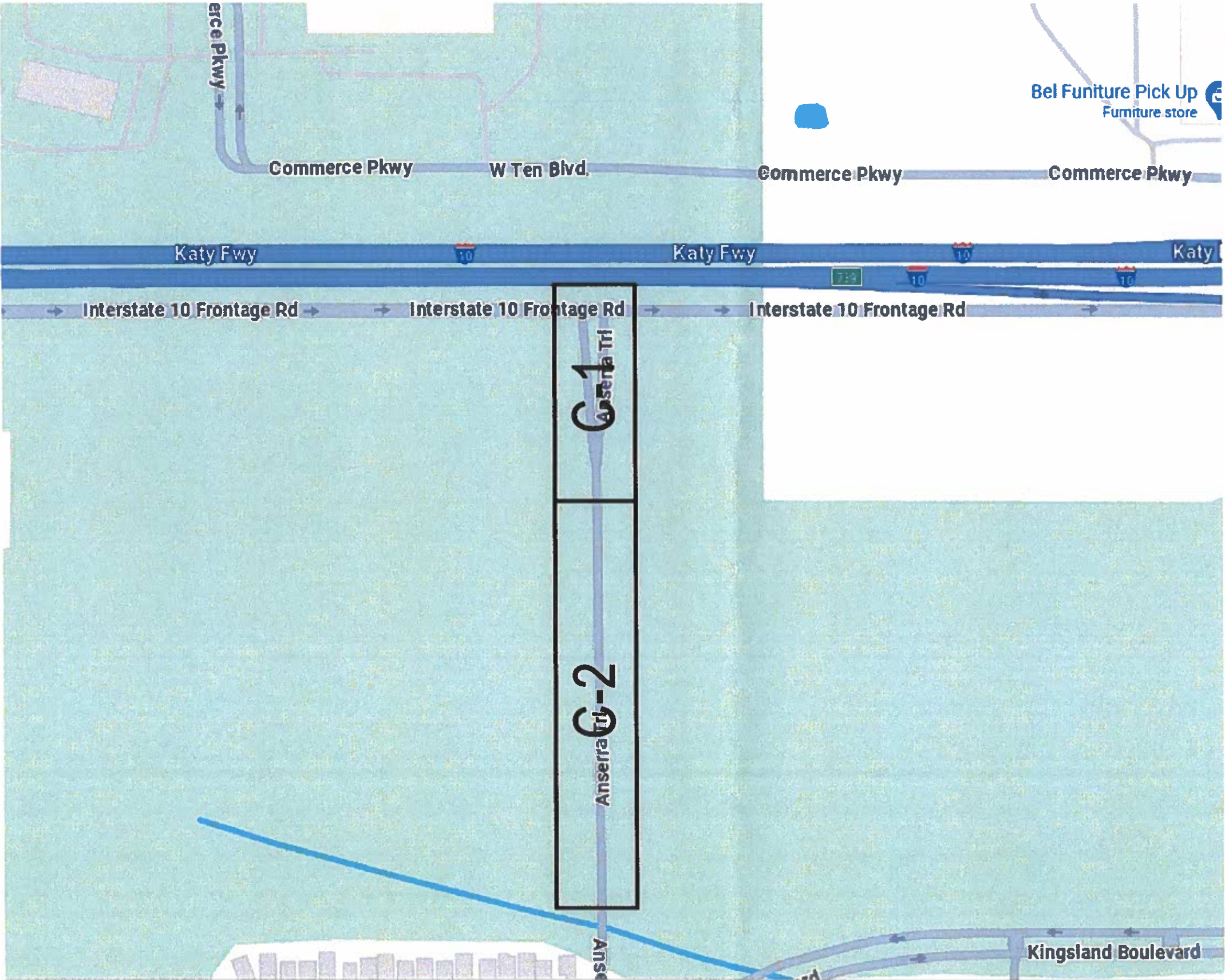
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PRM0001102688
TERITORY AT ANSERRA
4000 ANSERRA TRAIL KATY
KATY, TX 77494

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

LOCATION MAP
JB1674516



NOT TO SCALE

Item 8.



PROJECT NO:	405851
DRAWN BY:	AVB
CHECKED BY:	JMG

0	05/07/24	ISSUED FOR PERMITTING
REV	DATE	DESCRIPTION

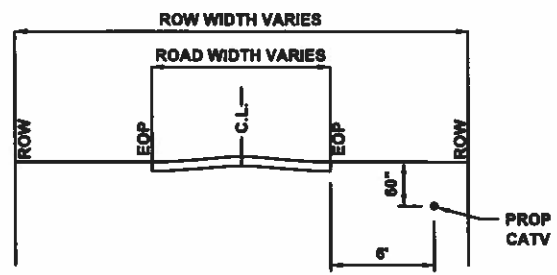
BLACK & VEATCH ENGINEERING
F-258

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DOCUMENT.

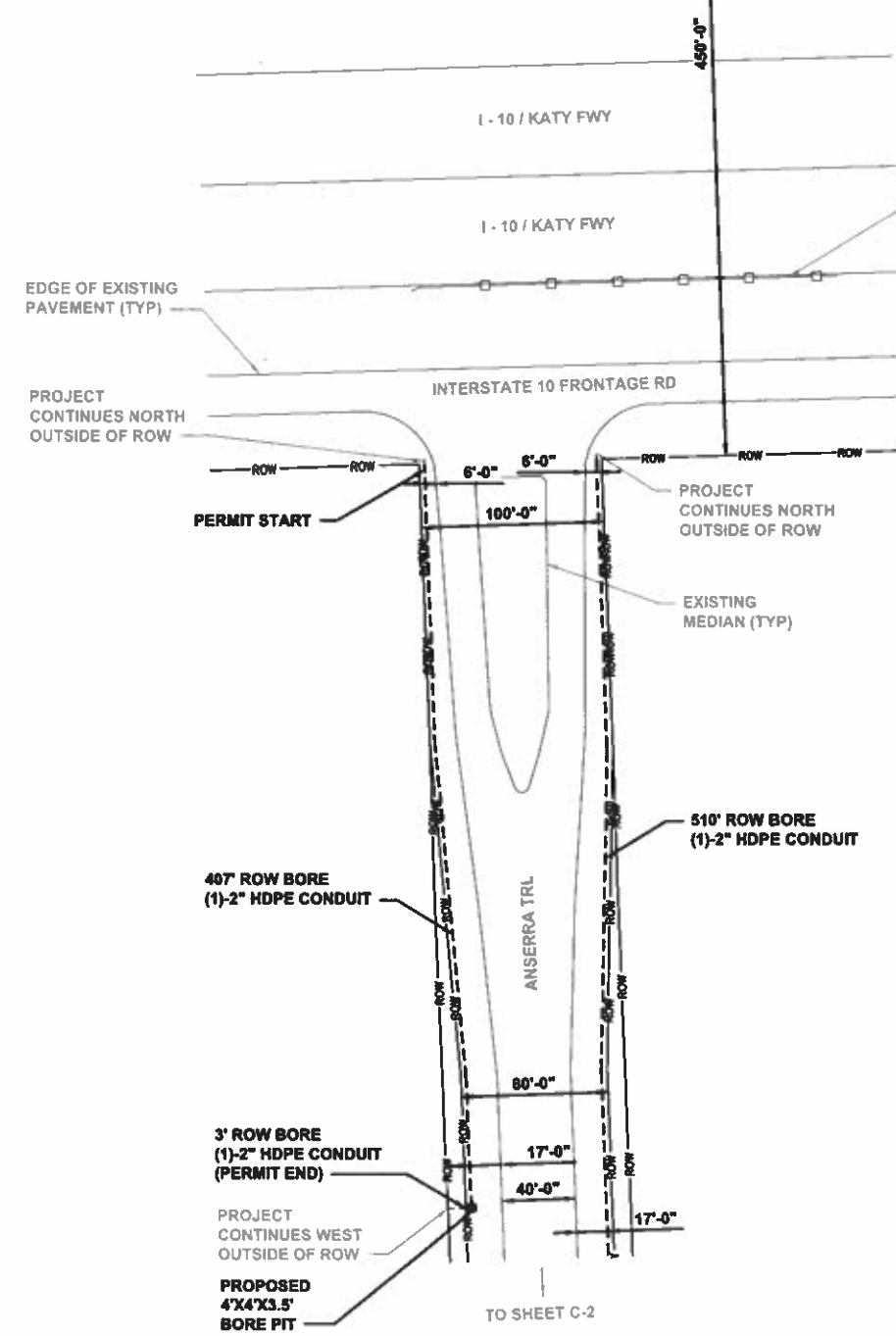
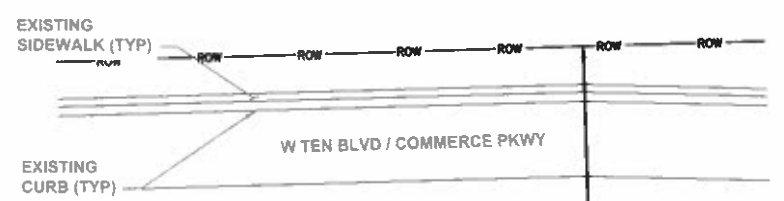
PRM0001102688
TERRITORY AT ANSERRA
4000 ANSERRA TRAIL KATY
KATY, TX 77494

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-2



TYPICAL BORE PROFILE ADJACENT TO ROAD
CABLE PULLED THROUGH (1)-2" HDPE CONDUIT



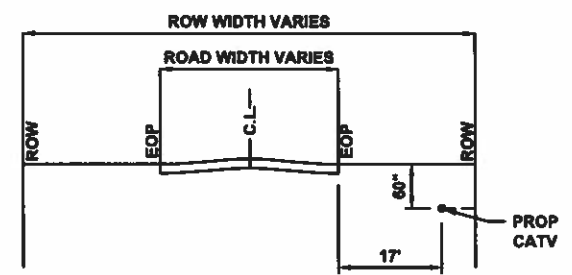
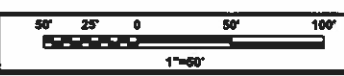
THE WORK IN
INTERSTATE 10
FRONTAGE RD
ROW TO BE
PERMITTED UNDER A
SEPARATE PENDING
TxDOT PERMIT

- CATV UG ROUTE
- CATV AERIAL ROUTE
- CATV PED
- BORE PIT
- TEMPORARY ACCESS PIT
- JOINT USE POLE
- GUARDRAIL
- VAULT
- RIGHT OF WAY



LEGEND

OVERALL SITE PLAN



TYPICAL BORE PROFILE ADJACENT TO ROAD
CABLE PULLED THROUGH (1)-2" HDPE CONDUIT

DEPTH OF UTILITIES WILL BE DETERMINED BY
POTHOLE PRIOR TO CONSTRUCTION

1. THE CONTRACTOR SHALL CONTACT TEXAS ONE CALL SYSTEM AT 1-800-245-4545 MIN. 48 HOURS BEFORE DIGGING.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND FACILITIES.
3. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 16" LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPENED OVERNIGHT.)
4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
6. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONSTRUCTION MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
7. IF IT BECOMES NECESSARY FOR EQUIPMENT OPERATION ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
8. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL ELECTRICAL SAFETY CODE (NEC) REQUIREMENTS, CENTERPOINT ENERGY ELECTRICAL POLE ATTACHMENT GUIDELINES & PROCEDURES AND ALL APPLICABLE LOCAL REQUIREMENTS AND REGULATIONS FOR PLACEMENT OF AERIAL CABLE FACILITIES, 18' MIN. VERTICAL CLEARANCE.
10. ALL UTILITIES WILL BE IDENTIFIED BY POTHOLE BEFORE ANY CONSTRUCTION.
11. COMCAST WILL MAINTAIN (2 FT) HORIZONTAL & VERTICAL SEPARATION FROM ANY EXISTING UTILITIES.

48 HOUR NOTICE: CONTRACTOR SHALL NOTIFY WALLER 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.

NOTES



BLACK & VEATCH

11401 LAMAR AVE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	400851
DRAWN BY:	AVB
CHECKED BY:	JMG

REV	DATE	DESCRIPTION
0	05/07/24	ISSUED FOR PERMITTING

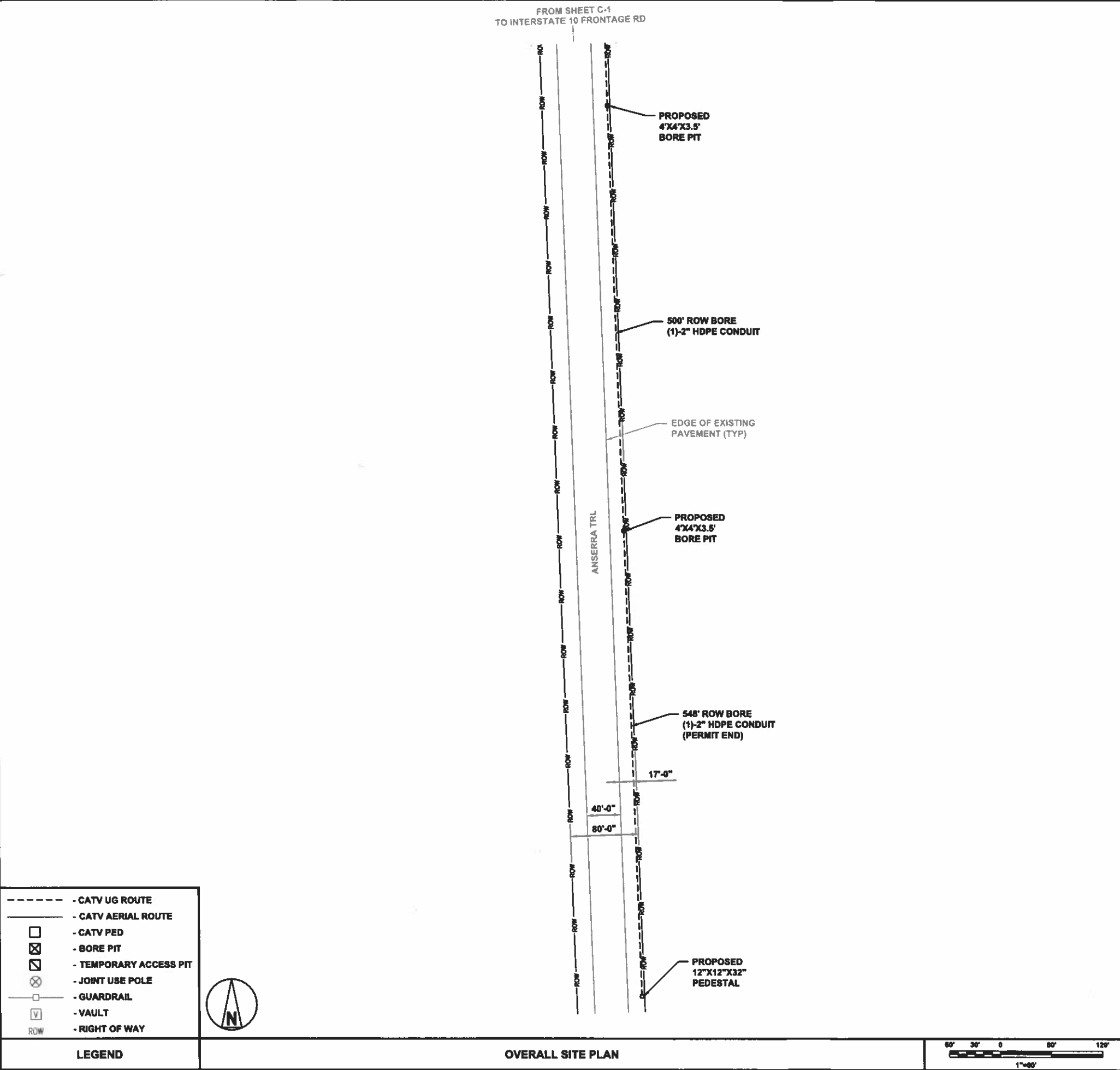
BLACK & VEATCH ENGINEERING
F-258

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
THEY ARE ACTING UNDER THE DIRECTION OF A
LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS
DOCUMENT.

PRM0001102688
TERRITORY AT ANSERRA
4000 ANSERRA TRAIL KATY
KATY, TX 77494

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1



ROW WIDTH VARIES

ROAD WIDTH VARIES

PROPOSED 12"X12"X32" PED

PROP CATV

80"

17'

TYPICAL BORE PROFILE ADJACENT TO ROAD
CABLE PULLED THROUGH (1)-2" HDPE CONDUIT

DEPTH OF UTILITIES WILL BE DETERMINED BY POTHOLE PRIOR TO CONSTRUCTION

1. THE CONTRACTOR SHALL CONTACT TEXAS ONE CALL SYSTEM AT 1-800-245-4545 MIN. 48 HOURS BEFORE DIGGING.
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48 HOUR NOTICE: CONTRACTOR SHALL NOTIFY WALLER 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.

NOTES

Comcast
of HOUSTON, LLC

BLACK & VEATCH
11401 LAMAR AVE
OVERLAND PARK, KS 66211
(913) 458-2900

PROJECT NO: 408881
DRAWN BY: AVB
CHECKED BY: JMG

REV	DATE	DESCRIPTION
0	05/07/24	ISSUED FOR PERMITTING

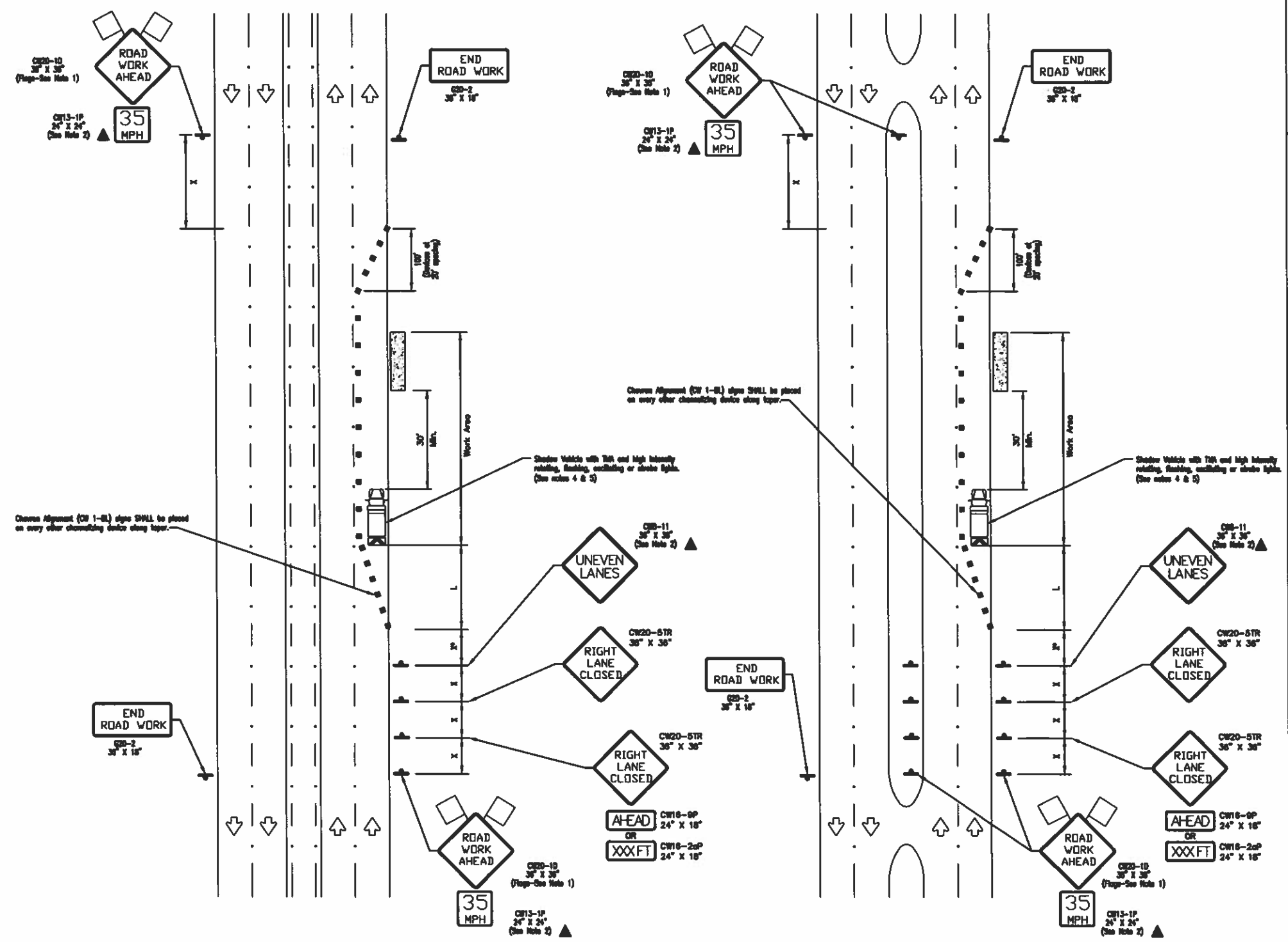
BLACK & VEATCH ENGINEERING
F-258

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PRM0001102688
TERITORY AT ANSERRA
4000 ANSERRA TRAIL KATY
KATY, TX 77494

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-2



RIGHT LANE CLOSURE (5 LANE ROAD)

RIGHT LANE CLOSURE (4 LANE BOULEVARD ROAD)

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SOM SPACING	BUFFER SPACE
			TAPER	WEDGE		
ANSERRA TRL	35	245	35	70	160	120

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		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 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		285'	295'	320'	40'	80'	240'	155'
45		450'	465'	540'	45'	90'	320'	185'
50		600'	650'	600'	50'	100'	400'	240'
55	L=WS	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)

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

- GENERAL NOTES
- Flags attached to signs where shown are REQUIRED.
 - 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.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - 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.
 - Additional Shadow Vehicles with TMA may be positioned off the paved surface, rear to those shown in order to protect other work spaces.
 - See TCD(5-1) for shoulder work on divided highways, expressways and freeways.
 - CW21-S "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



PROJECT NO: 405651
DRAWN BY: AVS
CHECKED BY: JWG

REV	DATE	DESCRIPTION
0	03/07/24	ISSUED FOR PERMITTING

BLACK & VEATCH ENGINEERING
F-255
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PRM0001102688
TERRITORY AT ANSERRA
4000 ANSERRA TRAIL KATY
KATY, TX 77494

SHEET TITLE
TRAFFIC CONTROL PLAN

SHEET NUMBER
TCP-1

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

ROAD: **Beckendorff Rd - Sunterra Section 65**

DATE: **5/31/2024**

To: Andrea Pickens
[CenterPoint Energy Gas]
1111 Louisiana, Suite 1060
Houston, TX 70002
Permit # 24.UP.015

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **05/20/2024** 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

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

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

4" IP pla gas line within the right-of-way of Beckendorff Rd Sunterra Section 65 as follows:
(street)

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

Propose to install 175' of 4" IP Pla gas alohng Beckendorff Rd Seunterra Section 65 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 18 day of October, 2024.

Firm: CenterPoint Energy Gas

Address: 1111 Louisiana 1060

By: Andrea Pickens

Houston, TX 77002

Signature: Andrea Pickens

Phone: 713-207-4246

Title: Engineering Support Rep

Email: andrea.pickens@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.

[Signature]
County Engineer or Road Administrator

5-26-24
Date

Traffic Controls Required: Y N

Traffic Controls Reviewed By: RJPG

Bond: Y N Bond Amount (\$):

Floodplain Dev. Permit Required: Y N

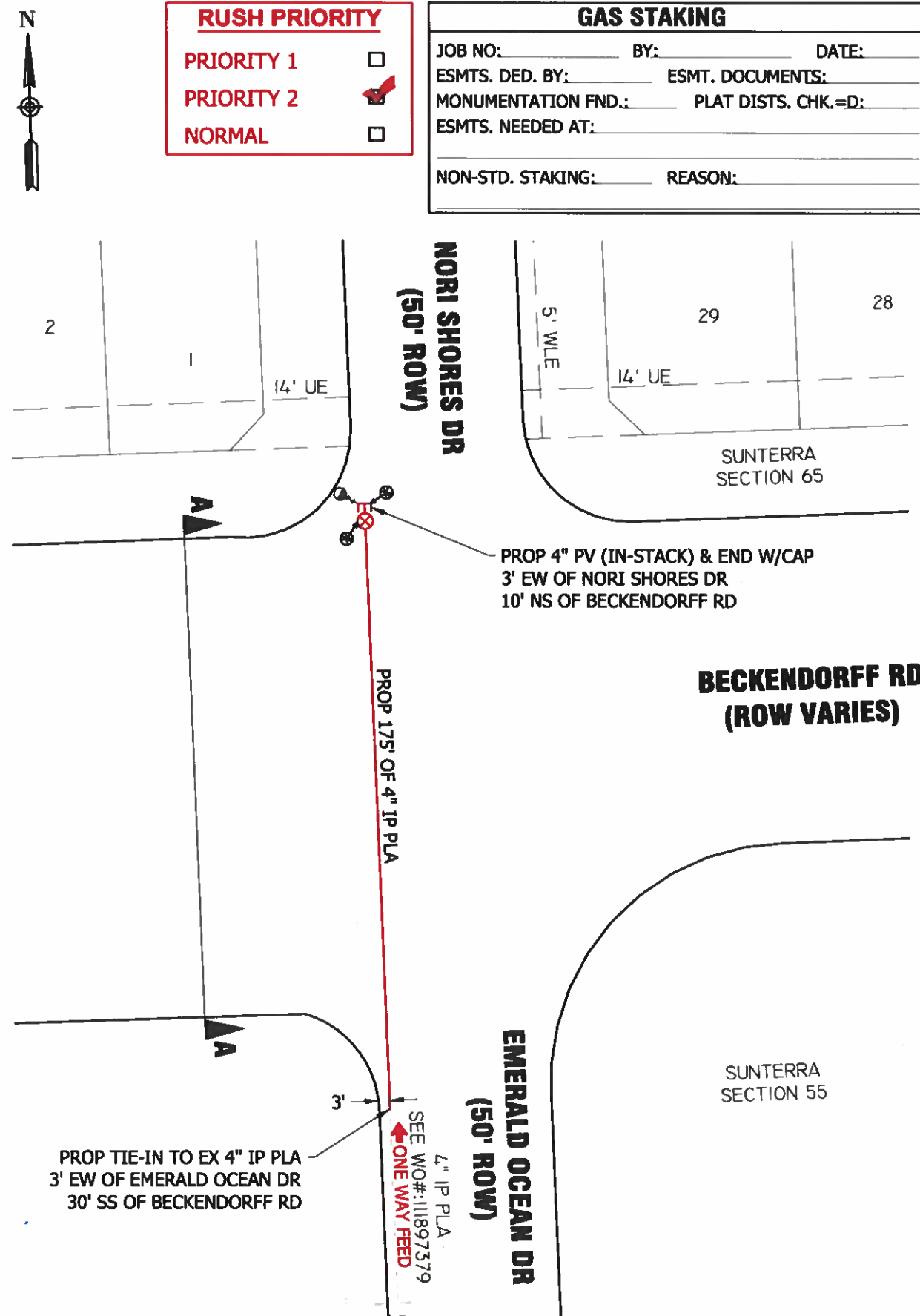
Permit #: Precinct #: 3

R&B Inspector: ROBERT J. GOODSPEED

Waller County Road & Bridge Department

775 Business 290 East, Hempstead, TX 77445 Phone (979) 826-7670

5/14/2024 9:03:23 AM C:\USERS\00238688\CENTERPOINT ENERGY\AID IMPLEMENTATION CORE TEAM - AID MASTER DRAWINGS\TX\2404\3512401439_1.DWG GENERATED DWG



VICINITY MAP

LEGEND

EXISTING MAIN		PROP 4" IP PLA	
PROP MAG ANODE		PROP 5# ZINC ANODE	
PROP TRANS STATION		PROP MARKER BALL	
PROP TEST POINT		PROP LINE MARKER	
PROP LOCATION POINT		GCO#:52613	

STAKING REQUEST#:112145629

DRAFTER: AN 5/14/24
CKR: HE 5/14/24
ENGR: _____

PIPE SUMMARY GENERIC

PIPE REQUIRED WO#:112145629

175' 4" PLA MAIN IP - Intermediate Pressure

175' TOTAL PIPE

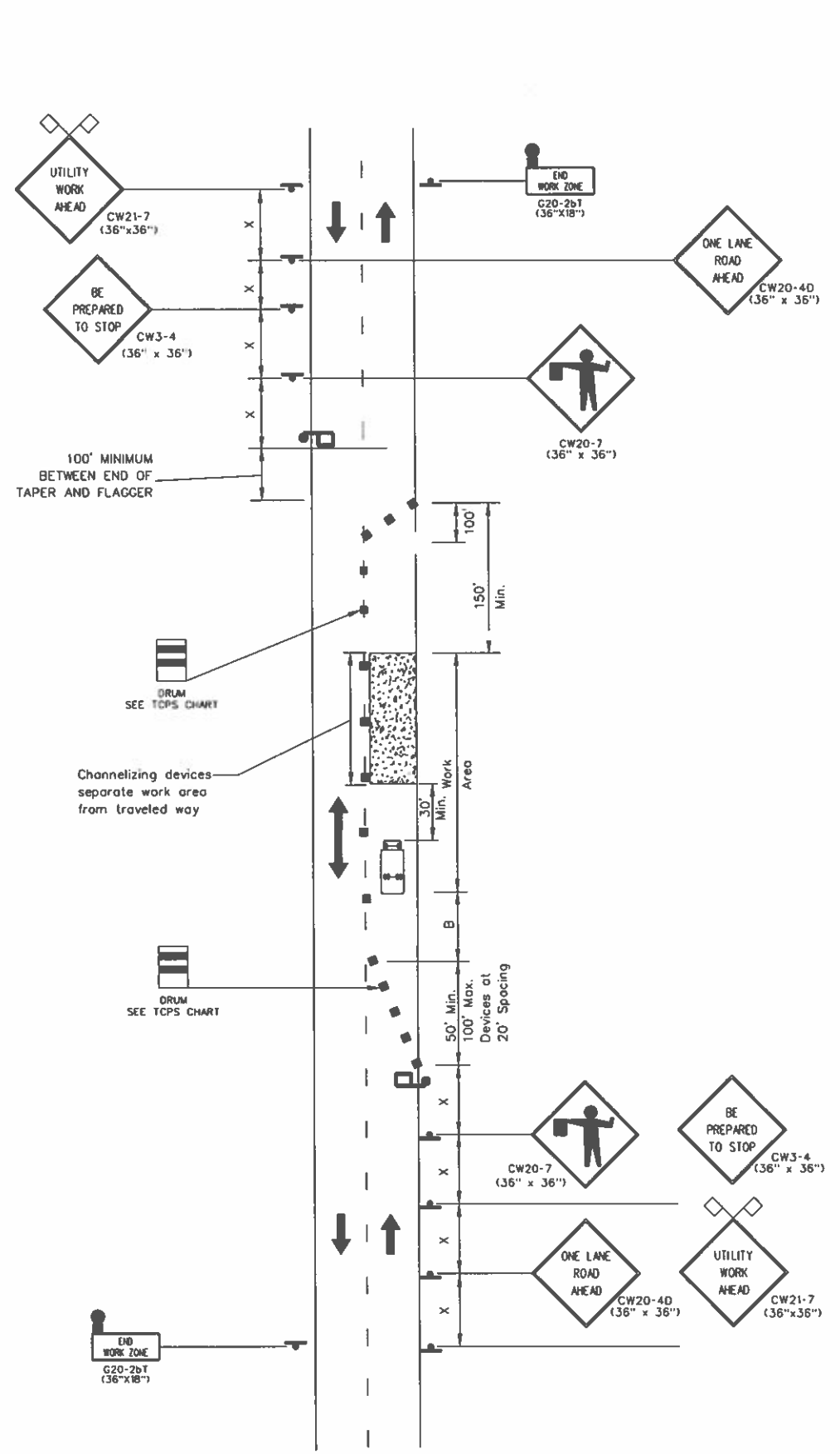
DESIGNED BY: EMMANUEL SILVA	713-207-6978
ESTIMATED COST: \$	CONTRIBUTION: \$
NEED DATE: 10/18/2024	COMPLETION DATE:
PURPOSE AND NECESSITY: TO SERVE AS MAIN FEED LINE FOR SUNTERRA SECTION 65 SUBDIVISION.	

DRAWN BY: AN	RECOMMENDED BY:	DATE:
DATE: 05/14/2024		
SCALE: 1:40		
SHEET: 1 OF 1	APPROVED BY:	DATE:

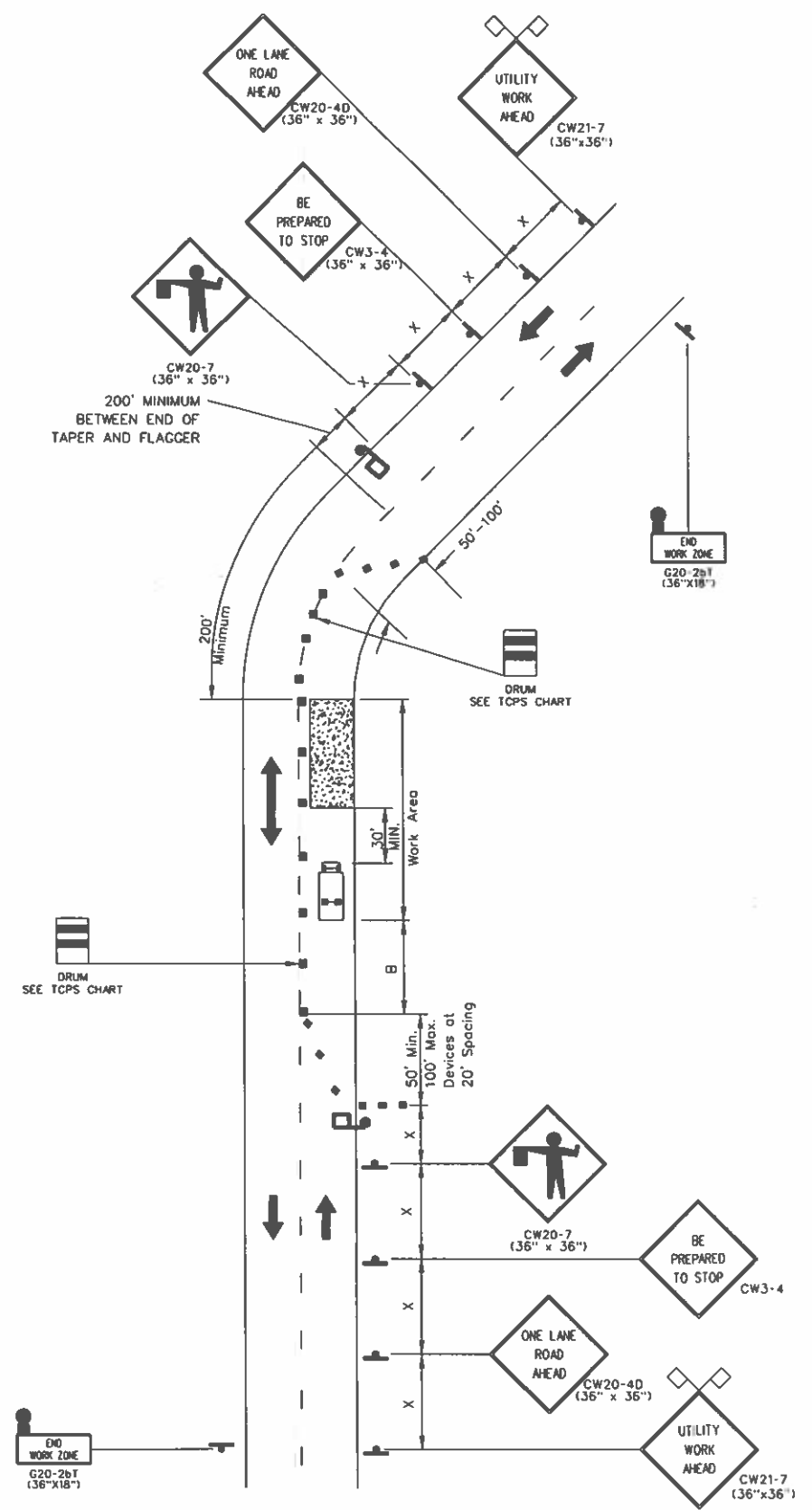
F:29940750 O:29880744 KM:N/A LAMBERT:4261CL Z:701 SZ:504 TC:N/A SOG:00149

SUNTERRA SECTION 65
MAIN APPROACH
KATY, TEXAS

CenterPoint
Energy
Texas Region - Houston Gas Engineering
DWG No: **EB5-2401439**



Minor Operation Where One Lane Is Closed
With Adequate Field of View
N.T.S.



Minor Operation Where One Lane Is Closed
With Inadequate Field of View
N.T.S.

LEGEND

- CONSTRUCTION AREA
- OPEN TO TRAFFIC
- HEAVY WORK VEHICLE
- TRUCK MOUNTED ATTENUATOR
- FLASHING ARROW BOARD (OPTIONAL)
- SIGN POST
- TUBULAR MARKERS, CONES OR DRUMS
- FLAGGER
- X = SIGN SPACING
- L = TAPER LENGTH

TRANSITION LENGTHS AND MAXIMUM SPACING OF DEVICES								
Posted Speed	Formula	Taper Lengths			Device Spacing		Minimum Sign Spacing "X" Distance	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'

- GENERAL NOTES**
- Flags attached to signs are OPTIONAL.
 - All traffic control devices illustrated are REQUIRED.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - 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.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
 - 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.
 - No lanes shall be blocked during construction.
 - 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.

BECKENDORFF RD

ONE LANE CLOSURE
FLAGGING OPERATION
(TCP-2)



WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



Item 10.

May 20, 2024

Jonathan C. White, PE
Jones & Carter
1575 Sawdust Road, Suite 400
The Woodlands, Texas 77381-4241

**Re: Waller County Maintained Road Acceptance Letter
Sunterra Section 16**

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,

A handwritten signature in blue ink, appearing to read "J. Ross McCall", is written over a circular stamp that partially overlaps the signature.

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

Sunterra Section 16 Road Log														
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Comments
			Feet	Miles	Width	Type	Width	Date	Volume	Page	Date	Instrument No.		
Del Sol Ridge Lane			317	0.06	60'	7"conc. Pave	32'	8/8/2022			Dollins Tract	5/11/2022	2206154	
Daylight Lake Drive			1628.0	0.308	50'	6" conc. Pave	28'	8/8/2022			Dollins Tract	5/11/2022	2206154	
Sunbend Lane			243.0	0.046	50'	6" conc. pave	28'	8/8/2022			Dollins Tract	5/11/2022	2206154	
Sol Bend Drive			1086	0.205	50'	6" conc. pave	28'	8/8/2022			Dollins Tract	5/11/2022	2206154	

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



Item 11.

May 20, 2024

Jonathan C. White, PE
Jones & Carter
1575 Sawdust Road, Suite 400
The Woodlands, Texas 77381-4241

**Re: Waller County Maintained Road Acceptance Letter
Sunterra Section 14**

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

[illegible]

WALLER COUNTY APPRAISAL DISTRICT
P O Box 887
HEMPSTEAD, TX 77445

Date	Invoice #
5/15/2024	05152024GWA

Bill To
WALLER COUNTY C/O COUNTY TREASURER 836 AUSTIN STREET, SUITE 316 HEMPSTEAD, TX 77445

MAY 15 '24 PM 4:00 TREASURER

Quantity	Description	Rate	Amount
	2024 ADOPTED ANNUAL ALLOCATION \$733,238.00		
1	3 RD QUARTER ALLOCATION PAYMENT	\$183,309.50	\$183,309.50
	Registration # <u>013420</u> Joan Sargent Waller Co. Treasurer Deputy <u>MD</u> Date <u>5/17/24</u>		
TOTAL DUE BY JUNE 30			\$183,309.50

MAY 20 '24 PM 10:13 AUDITOR

Singleton & Sons Funeral Home, Inc.

627 New Orleans Street

P. O. Box 344
Hempstead, TX 77445
(979) 826-2425 * Fax: (979) 826-4441
www.singletonandsonsfh.com

TO: Waller County Judge & County Commissioners

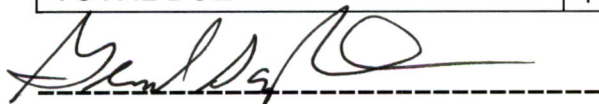
FROM: Singleton & Sons Funeral Home, Inc.

Service:

Date: May 15, 2024

	<u>CHARGES</u>	<u>CREDITS</u>	<u>BALANCE</u>
First Call (Initial Removal)	\$ 250.00		\$250.00
Direct Cremations (Paupers)	\$3,250.00		\$3,250.00
Registration # 013588 Joan Sargent Waller Co. Treasurer Deputy <u>MD</u> Date <u>5/23/24</u>			
TOTAL DUE	\$3,500.00		\$3,500.00

MAY23'24pm2:39TREASURER



Gerard Singleton, Director

MAY23'24pm4:28AUDITOR



Commissioner's Court Date: 06.12.24

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

Attest:

Debbie Hollan, County Clerk

Date: _____

Approved:

Alan Younts
Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge



Waller County, TX

Packet: APPKT06340 - ADDITIONAL CHECKS COMM 06/12/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
14284	LOW VOLTAGE SECURITY SOLUTION	06/12/2024	Regular	0.00	1,800.00	1146839
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2485</u>	Invoice	04/24/2024	125/12862/ALARM MONITOR JAN-JUNE/	0.00	450.00	
<u>125-411-545001</u>		Maintenance Contracts		125/12862/ALARM MONIT	450.00	
<u>2486</u>	Invoice	04/24/2024	125/12861/ALARM MONITOR JAN-JUNE/	0.00	450.00	
<u>125-411-545001</u>		Maintenance Contracts		125/12861/ALARM MONIT	450.00	
<u>2487</u>	Invoice	04/24/2024	125/12860/ALARM MONITOR JAN-JUNE/	0.00	450.00	
<u>125-411-545001</u>		Maintenance Contracts		125/12860/ALARM MONIT	450.00	
<u>2488</u>	Invoice	04/24/2024	125/2488/ALARM MONITOR JAN-JUNE/S	0.00	450.00	
<u>125-411-545001</u>		Maintenance Contracts		125/2488/ALARM MONIT	450.00	
20581	WILLIAMS SCOTSMAN, INC	06/12/2024	Regular	0.00	4,748.70	1146840
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>9020888193</u>	Invoice	05/08/2024	604/13359/CCAL2 RENTAL/05.08 TO 06.0	0.00	4,748.70	
<u>604-604-581837</u>		Swing Space		604/13359/CCAL2 RENTAL	4,748.70	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	2	0.00	6,548.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	2	0.00	6,548.70

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	6/2024	6,548.70
			<u>6,548.70</u>

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer



MEMORANDUM

To: Honorable Commissioners' Court

Item: General Land Plan of Jasek Farms

Date: June 12, 2024

Background

Plat Name: Jasek Farms General Plan

Applicant: Meta Planning + Design

Owner: D.R. Horton

Location: North of F.M. 529 and East of F.M. 2855.

Description: A 361.0-acre tract of land located within the J.R. Garrett Survey, A-1594 and the W.H. Shaw Survey, A-1714 in Harris County and the J.R. Garrett Survey, A-378 in Waller County.

Staff Recommendation

Approve

CALL 401.115 ACRES
CHARLES A. MENKE, KATHERINE LEA MENKE HOLMES,
JOHN MILLS MENKE, AND KATHERINE LEE MENKE
AND JOHN MILLS MENKE AS THE SUCCESSOR
TRUSTEES OF THE KAREN ANN MENKE 1996 TRUST
DATED SEPTEMBER 17, 1996
FILE NO. 1700611 OPRWC

CALL 364.14 ACRES
KATY PRAIRIE CONSERVANCY
VOL. 1334, PG. 254, OPRWC

CALL 503.250 ACRES
XU DING, LLC
HCCF RP-2018-130319

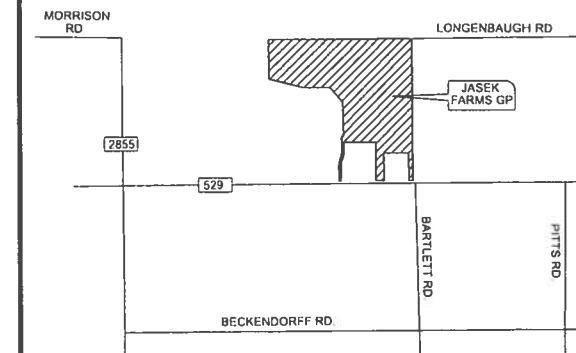
CALL 628.479 ACRES
MALLADI REDDY
VOL. 1366, PG. 688 OPRWC

RESIDUE OF A
CALL 575.411 ACRES
KENNETH R. JASEK AND JOANNA H. JASEK
HCCF NO. 20070005783

CALL 274.704 ACRES
PARCEL 61
XU DING, LLC
HCCF RP-2018-130319

CALL 16.478 ACRES
ROGER EARL HAIGH
AND CLIFFORD HAIGH
HCCF RP-2017-134466

CALL 21.34 ACRES
CENTERPOINT ENERGY
HOUSTON ELECTRIC, LLC
FILE NO. 2206806
OPRWC



Vicinity Map (not to scale)



GENERAL NOTE

- 1) CURRENT STREET PATTERNS AND LOT CONFIGURATIONS ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO SLIGHT CHANGES AS EACH SECTION IS PLATTED AT THE PRELIMINARY LEVEL.
- 2) DETAILS FOR FUTURE PHASES WILL BE SUBMITTED WITH A GENERAL PLAN PHASE UPDATE.
- 3) ALL CURRENT SUBDIVISION REGULATIONS ARE BEING FOLLOWED.

LOT PROJECTIONS				
LOT TYPE	PHASE 1	PHASE 2	FUTURE PHASES	TOTAL
50s	-/-118 LOTS	-/-108 LOTS	-/-193 LOTS	
	-/-80 LOTS	-/-83 LOTS	-/-160 LOTS	
	-/-55 LOTS	-/-55 LOTS	-/-171 LOTS	
TOTAL	-/-229 LOTS	-/-201 LOTS	-/-644 LOTS	-/-1,089 LOTS

LOT PROJECTIONS AND PHASING MAY BE ADJUSTED BASED ON PREVAILING MARKET CONDITIONS

A GENERAL PLAN OF

JASEK FARMS

BEING 361.0± ACRES OF LAND

OUT OF THE
J.R. GARRETT SURVEY, A-1594
W.H. SHAW SURVEY, A-1714
HARRIS COUNTY, TEXAS

OUT OF THE
J.R. GARRETT SURVEY, A-378
WALLER COUNTY, TEXAS

OWNER:
D.R. HORTON

PLANNER:

META
PLANNING + DESIGN

Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 400'
0 400 800

MAY 22, 2024

MTA-21067

DISCLAIMER AND LIMITED WARRANTY
THIS GENERAL PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF WALLER COUNTY SUBDIVISION ORDINANCE IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AGREEMENTED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE WALLER COUNTY COMMISSIONS COURT. THIS GENERAL PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN VIEW OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED AND NEITHER META PLANNING + DESIGN, LLC NOR ANY OF ITS OFFICERS OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER OR UNDER THE PREMISES LOCATED IN THE GENERAL PLAN.



Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445

979-826-7670 www.co.waller.tx.us

\$100.00 Fee

Item 20.

SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION

Name: JAMES D MC CARTY

Mailing Address: P O BOX 633

City, State, Zip: HEMPSTEAD, TX 77445

Email: N/A

Phone: 713-816-0067

APPLICANT INFORMATION

Name: JAMES D MC CARTY

Mailing Address: P O BOX 633

City, State, Zip: HEMPSTEAD, TX 77445

Email: N/A

Phone: 713-816-0067

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

20073 Fm 1887, Hempstead

45003

5.6417

Address of Property

Property ID #

Acreage

PLEASE PROVIDE THE FOLLOWING:

- ☐ Sketch, drawing, boundary survey or WCAD map noting proposed development
☐ Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

Requesting a variance from the Flood Plain regulations for a home building site.

OWNER/APPLICANT CERTIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

JAMES D. MC CARTY

James Mc Carty

5/23/2024

Printed Owner/Applicant Name

Signature Owner/Applicant

Date

OFFICE USE ONLY

☐ Approved ☐ Denied

NOTES

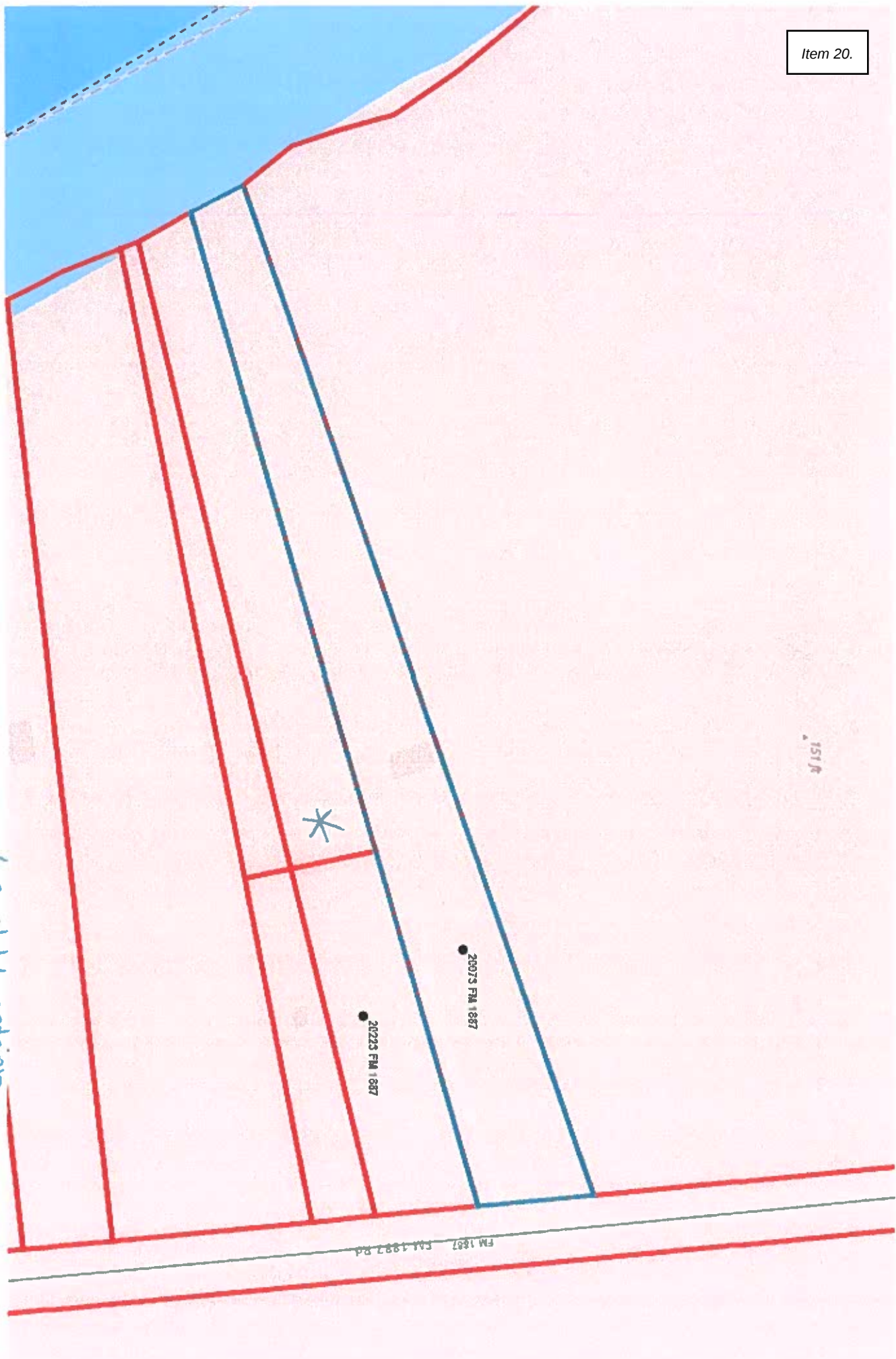
Waller County Commissioner Prct 1 2 3 4 Date

Waller County Judge

Date

OFFICE USE ONLY Payment: Cash _____ Check _____ # _____ CC _____ ID # _____

* Build Location





Workspaces v

Item 20.

Search
Enter

1887

FM 1887 RD

FM 1887

1887

FM 1887

45000

20073

45003

5924

WALLER COUNTY 20223

45002

3667

100 yr

45003

45003

45004

EagleView imagery not available at this level Date selection no longer applies

9801019

VN 0579 549

980555 WARRANTY DEED WITH VENDOR'S LIEN

Date: February 03, 1998

Grantor: BRIAN TODD LUCHERK joined proforma by spouse KIMBERLY LUCHERK

Grantor's Mailing Address (including county):
Route 3, Box 210W, Hempstead, Waller County, Texas 77443

Grantee: JAMES M. McCARTY

Grantee's Mailing Address (including county): P. O. Box 633, Hempstead, Waller County, Texas 77443

Consideration:

- (1) Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged; and
- (2) The execution and delivery by Grantee herein of that one certain promissory note, dated even date herewith, in the original principal sum of thirty-one thousand eight hundred fifty and 00/100 dollars (\$31,850.00), payable to the order of State Bank, in monthly installments, in the amount of four hundred twelve and 13/100 dollars (\$412.13) or more each, payable on the 15th day of each calendar month, beginning March 15, 1998 and continuing regularly thereafter until the whole of said sum, with interest, has been duly paid, said note bearing interest at the rate of nine and one-half percent (9.50%) per annum, and containing the usual acceleration of maturity and default clauses, and being additionally secured by deed of trust, dated even date herewith to Steve Stapp, Trustee.

Property (including any improvements):

A certain 3.200 acres of land situated in the Jared E. Groce Survey, A-30, Waller County, Texas, being a portion of a called 78.33 acre tract designated as Tract One and described in deed from Mattie J. Carlisle, et al. to Diemer L. Fife, dated July 30, 1954, recorded in Vol. 136 at Pg. 461 of the Deed Records of Waller County, Texas; said 3.200 acres of land described more fully by meter and bounds in the field notes attached hereto and marked Exhibit "A" incorporated herein for all intents and purposes.

Reservations from and Exceptions to Conveyance and Warranty:

- (1) All reservations, restrictions, right-of-ways, easements, stipulations, covenants and conditions pertaining to subject property, if any, of record in the Deed Records and/or the Official Public Records of Waller County, Texas; and
- (2) Any and all valid and subsisting easements for electric lines, highways or roadways, gas lines, and pipe lines or for right-of-ways of every kind, nature and description affecting said property.

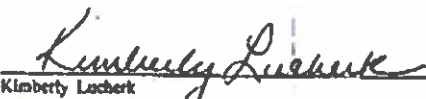
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to State Bank, its successors and assigns, the payee named in said note.


Brian Todd Lucher

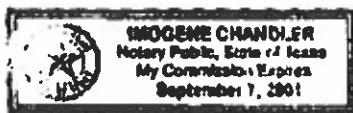

Kimberly Lucher

THE STATE OF TEXAS §

VOL 0579 PAGE 550

COUNTY OF WALLER §

This instrument was acknowledged before me by the said BRIAN TODD LUCHERK joined proforma by spouse
KIMBERLY LUCHERK on this the 3rd day of February, 1998.

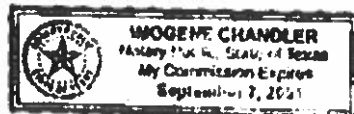


Imogene Chandler
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me by the said BRIAN TODD LUCHERK joined proforma by spouse
KIMBERLY LUCHERK on this the 3rd day of February, 1998.



Imogene Chandler
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

VOL 0579 PAGE 551

A certain 3.200 acre tract of land situated in the Jared E. Groce Survey, A-30, Waller County, Texas. Said 3.200 acre tract of land being a portion of a called 78.33 acre tract of land designated as Tract One and described in a deed from Mattie J. Carlisle, et al to Oliver L. Pife dated July 30, 1934 and recorded in Volume 136, Page 461 of the Deed Records of Waller County, Texas. Said 3.200 acre tract of land being more particularly described as follows:

COMMENCING at an iron pipe and fence corner found in the West right-of-way line of F.M. Highway 1807 for the occupied Southeast corner of said called 78.33 acre original tract;

THENCE: N 1° 33' 40" W along the West right-of-way line of F.M. Highway 1807 and the occupied East line of said original tract, 323.31 ft. to an iron pin found for the Northeast corner of a called 1.670 acre tract described in a deed to E. V. McVain, Jr. recorded in Volume 413, Page 413 of the Deed Records of Waller County, Texas;

THENCE: N 3° 10' 13" W continuing along the West right-of-way line of F.M. Highway 1807 and the occupied East line of said called 78.33 acre original tract, 127.90 ft. to an iron pin set for the Southeast corner and POINT OF BEGINNING of the herein described tract and the Northeast corner of a 2.706 acre tract surveyed this date to the South of and adjacent to the herein described tract;

THENCE: S 74° 30' 30" W along the North line of said 2.706 acre tract, at 1134.43 ft. pass an iron pin set for reference on the East bank of the Brazos River and continuing to a total distance of 1284.43 ft. to a point on the vegetation line along the East bank of the Brazos River for the Southwest corner of the herein described tract and the Northwest corner of said 2.706 acre tract;

THENCE: N 32° 03' 00" W along the said vegetation line, 73.07 ft. to a point for the Northwest corner of the herein described tract. From said corner an iron pin set for reference on the East bank of the Brazos River bears N 73° 09' 20" E, 43.00 ft.);

THENCE: N 73° 09' 20" E, at 43.00 ft. pass said iron pin set for reference and continuing to a total distance of 1336.19 ft. to an iron pin set in the West right-of-way line of F.M. Highway 1807 and the occupied East line of said called 78.33 acre original tract for the Northeast corner of the herein described tract;

THENCE: S 3° 16' 13" E along the West right-of-way line of F.M. Highway 1807 and the occupied East line of said original tract, 146.18 ft. to the POINT OF BEGINNING containing 3.200 acres of land.

EXHIBIT A

Filed for Record

Feb. 4

A.D. 1988 at 9:20 o'clock A.M.

RECORDED

Feb. 18

A.D. 1988 at 9:30 o'clock A.M.

CHERYL PETERS, County Clerk, Waller County, Texas

By Stephanie Thompson Deputy

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS

207

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALLER

20

THAT, DANNY MCSWAIN a/k/a DANNY W. MCSWAIN and wife, JACKIE MCSWAIN, hereinafter called Grantors, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash and other good and valuable consideration in hand paid by

JAMES D. MCCARTY
1130 13th Street
Hempstead, Texas 77445

hereinafter called Grantee, receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of \$13,805.00, in hand paid by PROSPERITY BANK, hereinafter referred to as Beneficiary, at the special instance and request of the Grantee herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement and other good and valuable considerations, Grantee has executed a note of even date for said amount, being payable as specified therein; said note containing the usual acceleration of maturity and attorney's fees clauses in the event of default; and in consideration of the payment of the above sum by said Beneficiary, Grantors do hereby transfer, set over, assign and convey unto said Beneficiary, its successors and assigns, the vendor's lien and superior title hereinafter retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors' favor and by said Grantors assigned to the Beneficiary without recourse,

HAVE GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of WALLER, State of Texas, described as follows, to-wit:

All that certain tract or parcel of land, lying and being situated in Waller County, Texas, part of the Jared E. Groce Survey, A-30, being part of the same land called 2.706 acres as described in the deed from Robert M. Fife and Daniel A. Fife to Danny W. McSwain, et ux, dated August 28, 1989, as recorded in Volume 433, Page 634, in the Deed Records of Waller County, Texas, and being part of the same land called 1.670 acres as described in the deed from E. W. McSwain, Sr., and Leona McSwain to Danny McSwain, et ux, dated November 4, 1993, as recorded in Volume 485, Page 29, in the Deed Records of Waller County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

This conveyance is made and accepted subject to any and all valid covenants, conditions, restrictions, easements and outstanding mineral and/or royalty interests in the oil, gas, and other minerals and leases thereon, now outstanding or affecting the premises herein conveyed, now of record in the County Clerk's office of WALLER County, Texas, but only to the extent they are still in force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's heirs, successors and assigns, forever. And Grantors do hereby bind Grantors and Grantors' heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's heirs, successors and assigns.

But it is agreed and stipulated that a vendor's lien and the superior title is hereby expressly reserved and retained against all of the property conveyed herein in favor of Grantors and herein assigned to Beneficiary to secure the payment of the above described note until the indebtedness evidenced by said note, and all interest thereon and attorney's fees provided therein have been fully paid according to the face and tenor, effect and reading of said note, when this deed shall become absolute; said note being further and additionally secured by Deed of Trust of even date herewith from Grantee to DAVID ZALMAN, Trustee, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes.

GF #
RETURN TO
STEWART TITLE CO
840 13TH STREET STE. #201
HEMPSTEAD, TEXAS 77445
STEWART TITLE

STEWART TITLE

Executed on the date of acknowledgment, to be effective as of OCTOBER 19, 2015.

Danny McSwain
DANNY MCSWAIN a/k/a DANNY W. MCSWAIN

Jackie McSwain
JACKIE MCSWAIN

STATE OF TEXAS §

COUNTY OF Waller §

This instrument was acknowledged before me on the 19 day of OCTOBER, 2015, by DANNY MCSWAIN a/k/a DANNY W. MCSWAIN and wife, JACKIE MCSWAIN.

Kelli Taylor Luetge
Notary Public, State of Texas

After recording return to:

PO Box 1633
Hempstead TX 77445



EXHIBIT "A"

All that certain tract or parcel of land, lying and being situated in Waller County, Texas, part of the Jared E. Groce Survey, A-30, being part of the same land called 2.706 acres as described in the deed from Robert M. Fife and Daniel A. Fife to Danny W. McSwain, et ux, dated August 28, 1989, as recorded in Volume 433, Page 634, in the Deed Records of Waller County, Texas, and being part of the same land called 1.670 acres as described in the deed from E. W. McSwain, Sr. and Leona McSwain to Danny McSwain, et ux, dated November 4, 1993, as recorded in Volume 485, Page 29, in the Deed Records of Waller County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the South line of said original tract called 1.670 acres for the Southeast corner hereof, being on the North line of the James M. Aaron tract called 1.50 acres, as described in Volume 314, Page 756, in said Deed Records of Waller County, Texas, the Southeast corner of said original tract called 1.670 acres, common with the Northeast corner of said James M. Aaron tract called 1.50 acres, being on the West margin of F. M. Highway No. 1887 bears N 78°57'06" E 441.17 feet, from which a 1-1/4 inch iron pipe found bears N 78°57'06" E 0.33 feet;

THENCE along a portion of the North line of said Aaron tract called 1.50 acres, common with a portion of the South line of said original tract called 1.670 acres for the South line hereof, S 78°57' 06" W, at 753.28 feet pass a 1/2 inch iron rod found (disturbed) for reference, and at a total distance of 757.75 feet to the Southwest corner hereof, being on the Eastern high bank of the Brazos River at its intersection with the South line of said original tract called 1.670 acres, common with the North line of said Aaron tract;

THENCE along a portion of said Eastern high bank of the Brazos River for West lines hereof, N 24°38'13" W 98.97 feet and N 35°13'13" W 4.40 feet to the Northwest corner hereof, being on said Eastern high bank of said Brazos River at its intersection with the North line of said original tract called 2.706 acres, common with the South line of the James M. McCarty tract called 3.200 acres, as described in Volume 579, Page 549, in the Official Public Records of Waller County, Texas;

THENCE along a portion of the South line of said McCarty tract called 3.200 acres, common with a portion of the North line of said original tract called 2.706 acres for the North line hereof, being partly along or near an existing fence, N 74° 03'04" E at 15.32 feet pass a 1/2 inch iron rod found for reference and at a total distance of 785.31 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) near fence line on the South line of said McCarty tract called 3.200 acres, common with the North line of said original tract called 2.706 acres for the Northeast corner hereof, the Northeast corner of said original tract called 2.706 acres, common with the Southeast corner of said McCarty tract called 3.200 acres, being on the West margin of said F. M. Highway No. 1887, being in a 3 inch pipe fence corner post bears N 74°03'04" E 464.01 feet;

THENCE severing said original tracts called 2.706 acres and called 1.670 acres with the East line hereof, S 11°10'23" E 167.30 feet to the Place of Beginning and containing 2.374 acres of land, more or less.

FILED AND RECORDED

Instrument Number: 1507111

Filing and Recording Date: 10/21/2015 01:13:58 PM Pages: 4 Recording Fee: \$24.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Jenifer Deutrich, Deputy

Returned To:
STEWART TITLE CO
840 13TH ST STE #201
HEMPSTEAD, TX 77445

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2022

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION					FOR INSURANCE COMPANY USE	
A1. Building Owner's Name JAMES D. MCCARTY (23162A - INITIAL)					Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 20073 FM 1887					Company NAIC Number:	
City HEMPSTEAD		State Texas		ZIP Code 77445		
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) R45003, CALLED 5.64127 AC, JARED E GROCE SURVEY, AB. 30, WALLER COUNTY, TEXAS						
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>						
A5. Latitude/Longitude: Lat. <u>N30D00'29.09"</u> Long. <u>-96D04'59.36"W</u> Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983						
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.						
A7. Building Diagram Number <u>N.G.</u>						
A8. For a building with a crawlspace or enclosure(s):						
a) Square footage of crawlspace or enclosure(s) <u>N/A</u> sq ft						
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>N/A</u>						
c) Total net area of flood openings in A8.b <u>N/A</u> sq in						
d) Engineered flood openings? ☐ Yes ☒ No						
A9. For a building with an attached garage:						
a) Square footage of attached garage <u>N/A</u> sq ft						
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>N/A</u>						
c) Total net area of flood openings in A9.b <u>N/A</u> sq in						
d) Engineered flood openings? ☐ Yes ☒ No						
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION						
B1. NFIP Community Name & Community Number WALLER COUNTY 480640				B2. County Name WALLER		B3. State Texas
B4. Map/Panel Number 48473C0150	B5. Suffix F	B6. FIRM Index Date 05-16-2019	B7. FIRM Panel Effective/Revised Date 05-16-2019	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 148.75	
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: ☐ FIS Profile ☐ FIRM ☐ Community Determined ☒ Other/Source: <u>LBRS</u>						
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☒ Other/Source: <u>LBRS</u>						
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date: _____ ☐ CBRS ☐ OPA						

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 20073 FM 1887			Policy Number:
City HEMPSTEAD	State Texas	ZIP Code 77445	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

- C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

- C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: Q 1029

Vertical Datum: NAVD83

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- | | | | |
|---|-------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | 150.7 | ☒ feet | ☐ meters |
| b) Top of the next higher floor | _____ | ☐ feet | ☐ meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | _____ | ☐ feet | ☐ meters |
| d) Attached garage (top of slab) | _____ | ☐ feet | ☐ meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | 150.7 | ☒ feet | ☐ meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | 150.3 | ☒ feet | ☐ meters |
| g) Highest adjacent (finished) grade next to building (HAG) | 150.8 | ☒ feet | ☐ meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | _____ | ☐ feet | ☐ meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

Certifier's Name Ronald K. Bryant	License Number 4361		
Title R.P.L.S.			
Company Name A-Survey, Inc.			
Address 19 N. Miller			
City Bellville	State Texas		ZIP Code 77418
Signature <i>Ronald K. Bryant</i>	Date 05-11-2023	Telephone (979) 865-8111	Ext.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

B.M.: Q1029 RESET 1957 PID:AX0228 Benchmark located 4.0 Mi NE of Bellville, About 4.0 mi. NE along State Hwy. No. 159 from the junction with Hwy. No. 36 in Bellville, About 75 Ft. SE of the center line of the highway, 3 Ft. N of a power pole in the open yard between a small store and a small white house. It is about 20 Ft. NE of the NE fence line around the house and 25 yds. W of the store. A standard disk stamped Q 1029 Reset 1957 in a concrete post flush with the ground.
 Residence will not have skirting. Reference T.B.M is located in Power Pole Approx. 30 Ft. South of old Mobile Home Location - BFE = 148.75 Ft. + 2 Ft. = 150.75 Ft. per Waller County Regulations. PLEASE MAKE NOTE: The current Lower Brazos River Study is being utilized for this Elevation Certificate.

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 20073 FM 1887			Policy Number:
City HEMPSTEAD	State Texas	ZIP Code 77445	Company NAIC Number

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address _____ City _____ State _____ ZIP Code _____

Signature _____ Date _____ Telephone _____

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATEOMB No. 1680-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 20073 FM 1887			Policy Number:	
City HEMPSTEAD	State Texas	ZIP Code 77445	Company NAIC Number	
SECTION G – COMMUNITY INFORMATION (OPTIONAL)				
The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters. G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.) G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO. G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.				
G4. Permit Number		G5. Date Permit Issued		G6. Date Certificate of Compliance/Occupancy Issued
G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____ G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____ G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____				
Local Official's Name		Title		
Community Name		Telephone		
Signature		Date		
Comments (including type of equipment and location, per C2(e), if applicable) ☐ Check here if attachments.				

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
20073 FM 1887City
HEMPSTEADState
TexasZIP Code
77445**FOR INSURANCE COMPANY USE**

Policy Number:

Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

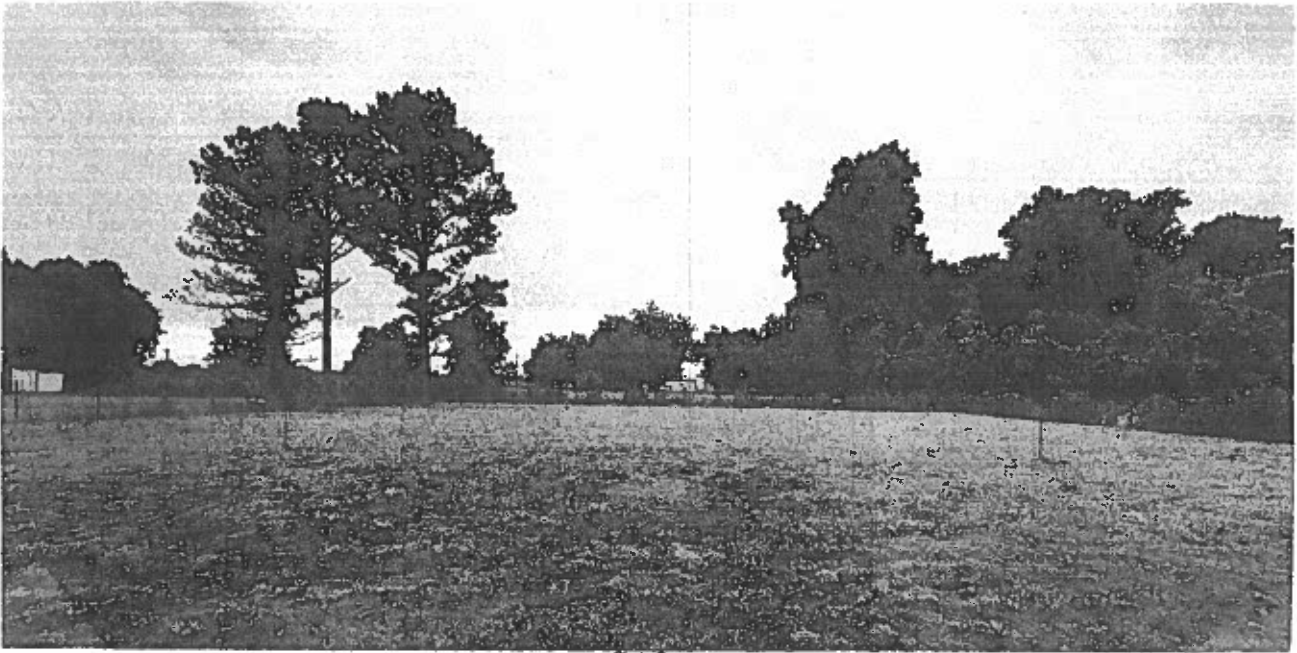


Photo One

Photo One Caption 05-10-2023 NATURAL GROUND - PROP. RESIDENCE AREA NORTH SIDE FACING SOUTH

Clear Photo One

Photo Two

Photo Two

Photo Two Caption

Clear Photo Two

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

 OMB No. 1660-0008
 Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 20073 FM 1887			Policy Number:
City HEMPSTEAD	State Texas	ZIP Code 77445	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo Three

Photo Three

Photo Three Caption

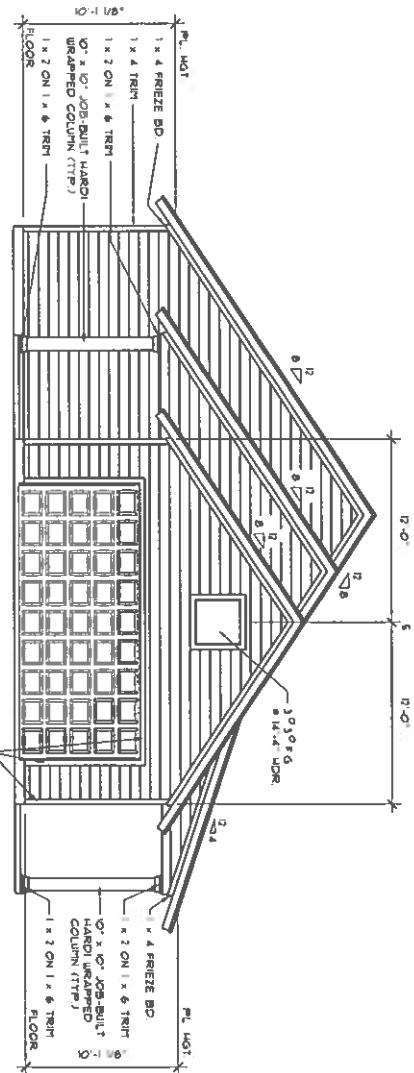
Clear Photo Three

Photo Four

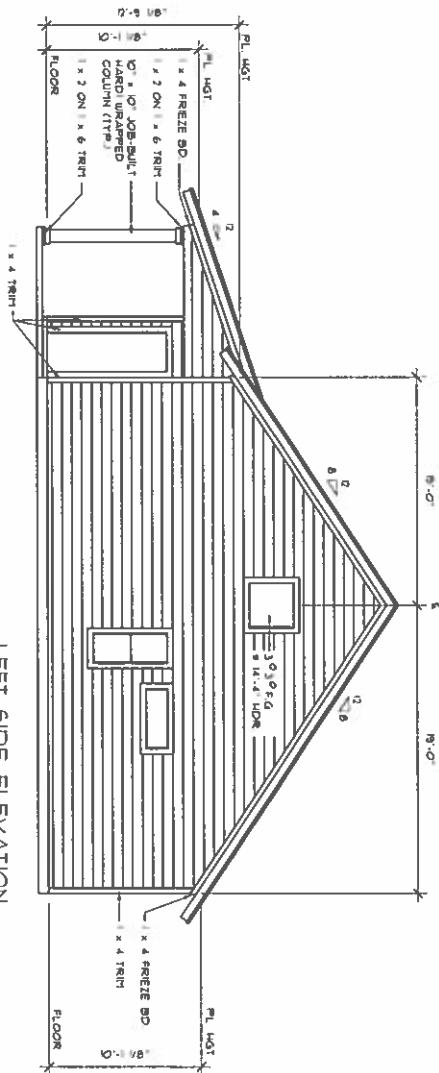
Photo Four

Photo Four Caption

Clear Photo Four



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

03-22-23 PRE-CONSTRUCTION REVISIONS

Revision No. 1
Date 03-22-23

Page 5 of 12
Drawing No. 302

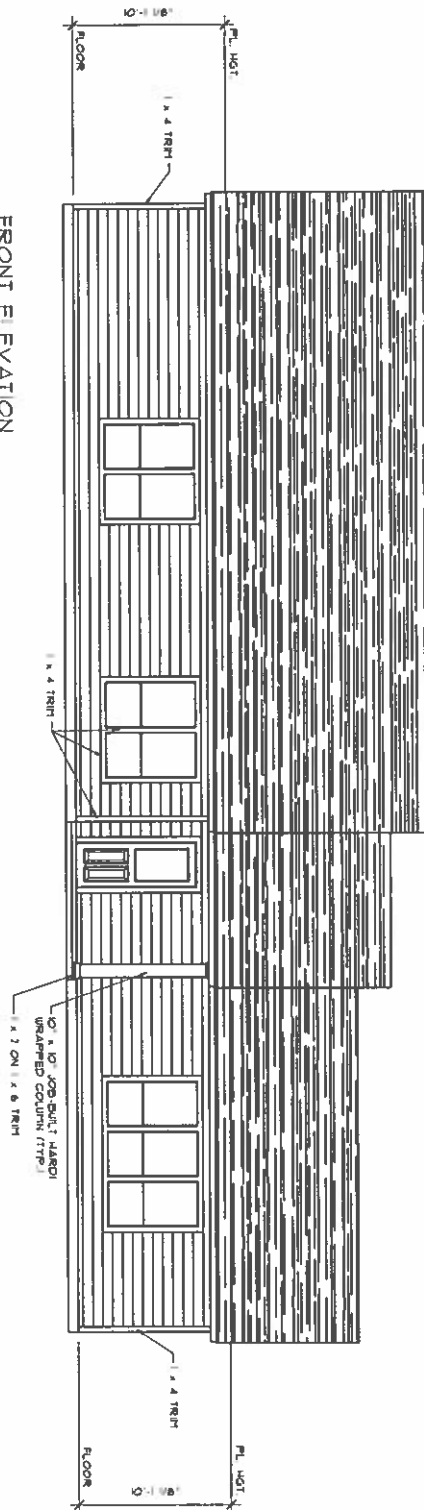
This drawing and all plans, sketches, renderings, and specifications associated herein are and remain the property of Winston Sage Custom Homes. No person or other legal entity is authorized to reproduce, copy, or construct any structure or further develop for construction any drawing of Winston Sage Custom Homes without the express written consent of Winston Sage Custom Homes. Violators will be prosecuted.



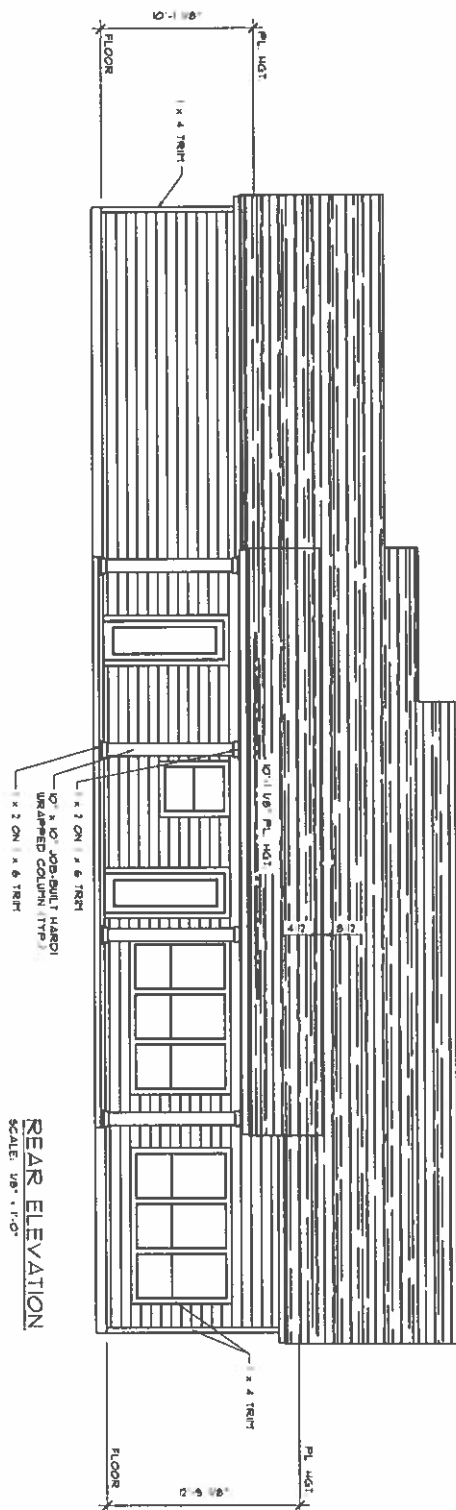
Date: 02/08/23
Designed by: C.J.D.
Drawn by: A.M.O.
Directed by: C.J.D.

Plan Number: 1579
Plan Name: MCCARTY

FRONT ELEVATION
SCALE: 1/8" = 1'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"



03-21-23 PRE-CONSTRUCTION REVISIONS

Drawing No. 3
Page 4 of 12
Revision No. 1
Date 03-21-23

This drawing and all plans, sketches, renderings, and specifications associated herewith are and remain the property of Winston Sage Custom Homes. No person or other legal entity is authorized to reproduce, copy, or construct any structure or further develop for construction any change of Winston Sage Custom Homes without the express written consent of Winston Sage Custom Homes. Violators will be prosecuted.



Date: 02/08/23
Designed by: C.J.D.
Drawn by: A.M.O.
Checked by: C.J.D.

Plan Number: 1519
Plan Name: MCCARTY

Ida Sepeda

From: Charles Dibala <cdibala@winstonsagehomes.com>
Sent: Wednesday, June 14, 2023 9:44 AM
To: Ida Sepeda
Subject: Re: [Junk released by User action] Fwd: Initial Flood Elevation Certificate - 20073 FM 1887, Hempstead, Waller County, Texas

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

Good morning. Upon review with my customer, we respectfully request a meeting with you and the county engineer to discuss the development criteria imposed upon this property. If an elevation certificate is acceptable to verify compliance with Waller County development regulation, we feel it should in turn be accepted to show this property should not be held to the SFHA criteria as the existing natural ground elevation is above the BFE. As we both know, the LOMA process is a lengthy task with no guarantees with FEMA. Elevation Certificates are accepted by the insurance industry to illustrate the elevation above the BFE which in turn determines individual flood insurance rates.

Again, we respectfully request a meeting with your department to discuss this matter and determine an acceptable resolution. Should you wish to speak with me, I can be reached at 979-942-9048.

I look forward to your reply. Thank you, and have a great day!

Chuck Dibala
Winston Sage Custom Homes

On Fri, Jun 2, 2023 at 11:31 AM Ida Sepeda <i.sepeda@wallercounty.us> wrote:

If the customer is wanting to contest the validity of the floodplain determination and not be subject to the floodplain requirements then they will need to provide us with a LOMA (Letter of Map Amendment) from FEMA.

The Elevation Certificate alone is not enough to remove this Parcel from the SFHA, in fact FEMA is the only entity that can do that by way of a LOMA.

See link below on how to request a LOMA

https://www.fema.gov/sites/default/files/documents/fema_request-loma-lomrf.pdf

Recommendation of Material Awards (Item #44)

<u>Recommendation</u>	<u>Vendor</u>	<u>RFP#</u>	<u>Services/Materials</u>
Award	Arbor True, LLC	240320-73	County Wide Tree Removal
Award	IVM Solutions	240320-74	County Wide Roadside Vegetation Management Services
Award	Texas Star Transport, LLC	240320-76	Road Base and Construction Materials
Alternate	Heise Trucking, LLC	240320-76	Road Base and Construction Materials
Award	Waller County Asphalt, Inc.	240320-77	ASPPM (Cold Mix Asphalt), Dense Graded HMA (Hot Mix Asphalt)
Award	Cleveland Asphalt Products, Inc.	240320-77	SS-1 Emulsion, CRS-2, & Pugmill Services
Alternate	Vulcan Construction Materials, LLC	240320-77	Dense Graded HMA (Hot Mix Asphalt), & Topping Rock

Date: 2024-05-29

2024 PROPOSAL FOR TREE REMOVAL

May 15th, thru December 31, 2024within
Waller County jurisdiction only

Prior to work commencing a meeting between the Contractor and the County shall be performed to discuss start date and scope of each project.

PLEASE QUOTE PRICE ON TREE DIAMETERS

TREE DIAMETER			
Inches	Bid Proposal	\$/Inch	
6" to 12" Diameter (Estimated quantity 25)	\$25/inch	\$/inch	
13" to 24" Diameter (Estimated quantity 25)	\$52.50/inch	\$/inch	
25" to 36" Diameter (Estimated quantity 25)	\$75/inch	\$/inch	
37" and above (Estimated quantity 5)	\$95/inch	\$/inch	

Submitted by:

Company Name: ArborTrue, LLCSignature: Title: Vice PresidentPrint Name: Shahzad SaleemDate: 5/14/2024Address: 808 Russell Palmer, Suite 262, Kingwood, TX 77339Phone Number: 832-980-8733Email: shahzadsaleem@arbortrue.com

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

Exhibit 1

Bid Form

A Respondent must remit the below Bid Form. Pricing shall be valid through the first sixty (60) days of any ensuing Contract regardless of price increases. The County is exempt from federal excise and State sales tax. Respondent shall not include taxes in its bid.

Respondent is required to disclose any and all charges or fees the County would incur associated with the requested goods and services. The County will not be responsible for any charges/fees unless expressly disclosed on this Bid Form. Prior to commencing work, a meeting will take place with the Selected Contractor and County to discuss start date and scope of project.

The County wishes to emphasize that this Contract is nonexclusive and neither restricts the County's ability to competitively bid for the same or similar materials and/or services nor disallows, in its sole discretion, the County's ability to contract for such materials and/or services with other Contractors.

2024 PROPOSAL FOR ROADSIDE VEGETATIVE MANAGEMENT - HERBICIDE		
May 15 th , thru December 31, 2024		
within Waller County jurisdiction only		
Prior to work commencing a meeting between Contractor and the County shall be performed to discuss start date and scope of each project.		
*PRICE PER MILE EXCLUDING BRIDGE TREATMENTS		
BID ITEM	BID PROPOSAL	\$/mile
Cost to treat Turf- entire right of way	\$105.00	\$/mile
Cost to treat encroaching Brush	\$300.00	\$/mile
Cost for edging treatment	\$70.00	\$/mile
Cost to treat around bridges	\$100.00	\$/Hour

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The County wishes to emphasize that this Contract is nonexclusive and neither restricts the County's ability to competitively bid for the same or similar materials and/or services nor disallows, in its sole discretion, the County's ability to contract for such materials and/or services with other Contractors.

2024 PROPOSAL FOR ROAD CONSTRUCTION MATERIAL PRODUCTS

All prices are F.O.B. Waller County Road and Bridge Department

Hempstead Yard -775 Bus 290 East, Hempstead, Texas 77445

or

Brookshire Yard 5004 Gassner Rd, Brookshire, Texas 77423

ITEM		All prices to be listed on a per ton basis.			
		FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite	
THD - ITEM 247					
Flexible Base -Type A, Grade 1-2 (crushed limestone)	Giddings	30.50	35.50	33.00	
Flexible Base -Type A, Grade 3 (crushed limestone)	Giddings	30.50	35.50	33.00	
RECYCLED PRODUCT		FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite	
Reclaimed Asphalt Pavement					

OVERSIZE ROCK	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
3" X 5"	Giddings		35.25	48.60	
1" X 3"					
RIP RAP	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
12" - 18"					
ROAD BASE	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Road Mix Base (fly ash derivative)					
STABILIZED SAND	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Cement Stabilized Sand					
CEMENT (Dry) DMS 4600					FOB Waller County Jobsite
Hydraulic Cement					
Spreader Bar Charge					
LIME (Dry) DMS 6330					FOB Waller County Jobsite
Hydrated					
Quicklime					
Spreader Bar Charge					
LIME SLURRY DMS 6350					FOB Waller County Jobsite
Carbide Lime Slurry					
Spreader Bar Charge					
TOPPING ROCK	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
3/8" Pea Gravel	Ellinger		25.25	25.25	
TYPE F 3/8" Ice Rock			50.50	48.50	
Grade 3 Limestone			50.50	48.50	
Grade 4 Limestone			50.50	48.50	
Grade 3 Precoat			74.50	72.00	
Grade 4 Precoat			74.50	72.00	

Submitted by:

Company Name: Texas Star Transport LLC

Signature: [Signature] Title: President

Print Name: Preston Davis Date: 5/13/24

Address: PO Box 818 Somerville, TX 77879

Phone Number: 979-251-1126

Email: preston.rta@gmail.com

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

Exhibit 1

Bid Form

A Respondent must remit the below Bid Form. Pricing shall be valid through the first sixty (60) days of any ensuing Contract regardless of price increases. The County is exempt from federal excise and State sales tax. Respondent shall not include taxes in its bid.

Respondent is **required** to disclose any and all charges or fees the County would incur associated with the requested goods and services. The County will not be responsible for any charges/fees unless expressly disclosed on this Bid Form. Prior to commencing work, a meeting will take place with the Selected Contractor and County to discuss start date and scope of project.

The County wishes to emphasize that this Contract is nonexclusive and neither restricts the County's ability to competitively bid for the same or similar materials and/or services nor disallows, in its sole discretion, the County's ability to contract for such materials and/or services with other Contractors.

2024 PROPOSAL FOR ROAD CONSTRUCTION MATERIAL PRODUCTS

All prices are F.O.B. Waller County Road and Bridge Department

Hempstead Yard -775 Bus 290 East, Hempstead, Texas 77445

or

Brookshire Yard 5004 Gassner Rd, Brookshire, Texas 77423

ITEM		All prices to be listed on a per ton basis.				
THD - ITEM 247		Pri Location	FOB Pri	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Flexible Base -Type A, Grade 1-2 (crushed limestone)		Kosse, Tx	10.50	31.47/tn	35.25/tn	36.25/tn
Flexible Base -Type A, Grade 3 (crushed limestone)		Kosse, Tx	8.50	29.47/tn	33.25/tn	34.25/tn
RECYCLED PRODUCT		Pri Location	FOB Pri	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Reclaimed Asphalt Pavement						

OVERSIZE ROCK	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
3" X 5"	Kosse, Tx	17.00	41.90/ton	46.90/ton	48.00/ton
1" X 3"	Kosse, Tx	17.00	41.90/ton	46.90/ton	48.00/ton
RIP RAP	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
12" - 18"	Kosse, Tx	31.00	63.00/ton	68.00/ton	69.00/ton
ROAD BASE	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Road Mix Base (fly ash derivative)					
STABILIZED SAND	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Cement Stabilized Sand					
CEMENT (Dry) DMS 4600	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Hydraulic Cement					
Spreader Bar Charge					
LIME (Dry) DMS 6330	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Hydrated					
Quicklime					
Spreader Bar Charge					
LIME SLURRY DMS 6350	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
Carbide Lime Slurry					
Spreader Bar Charge					
TOPPING ROCK	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard	FOB Waller County Jobsite
3/8" Pea Gravel	Martin, Tx	14.00	41.00/ton	47.50/ton	
TYPE F 3/8" Ice Rock					
Grade 3 Limestone					
Grade 4 Limestone					
Grade 3 Precoat					
Grade 4 Precoat					

Submitted by:

Company Name: Heise Trucking LLC
Signature: [Signature] Title: Owner
Print Name: Clayton D. Heise Date: 5-10-2024
Address: 1591 Fm 147 Thornton, Tx 76687
Phone Number: 936-825-4709
Email: clayton.heise@yahoo.com

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

Exhibit 1

Bid Form

A Respondent must remit the below Bid Form. Pricing shall be valid through the first sixty (60) days of any ensuing Contract regardless of price increases. The County is exempt from federal excise and State sales tax. Respondent shall not include taxes in its bid.

Respondent is **required** to disclose any and all charges or fees the County would incur associated with the requested goods and services. The County will not be responsible for any charges/fees unless expressly disclosed on this Bid Form. Prior to commencing work, a meeting will take place with the Selected Contractor and County to discuss start date and scope of project.

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2024 PROPOSAL FOR OILS AND ASPHALTS PRODUCTS AND SERVICES

**All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)**

**Hempstead Yard -775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard 5004 Gassner Rd, Brookshire, Texas 77423**

ITEM					
PRODUCT	Full Load \$/Gallon Hempstead Yard 5,000+ Gallons	Tank Fee	Small Load \$/Gallon Hempstead 3,000 to 5,000 Gallons		\$/Gallon Waller County Jobsite
SS1 EMULSION - Tank Delivered					
CRS-2					
Pump & Hose					
Demurrage after 2 hrs.					
PUGMILL SERVICES	Price per ton to perform service at: 775 Business Hwy 290E, Hempstead, TX				
ASPHALT – CMA AND HMA	Vendors Plant Location	\$/Ton at Plant	FOB Hempstead Yard	FOB Waller County	

	Location			Jobsite
	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard Jobsite
ASPPM – DMS 9202	22010 FAIR GROUNDS	110.00	115.00	.38 PPG Ton
DENSE GRADED HMA, TYPE D, SAC 8, PG 64-22	HAMPSTEAD	89.00	94.00	4116
DENSE GRADED HMA, TYPE B, PG 64-22	TWINS	—	—	—
TOPPING ROCK				
3/8" Pea Gravel				
TYPE F 3/8" Ice Rock				
Grade 3 Limestone				
Grade 4 Limestone				
Grade 3 Precoat (PB3)				
Grade 4 Precoat (PB4)				

Submitted by:

Company Name: WALKER COUNTY ASPHALT, INC.

Signature: [Signature]

Title: VICE PRESIDENT

Print Name: RED DAWSON

Date: 5/13/2024

Address: 22010 FAIR GROUNDS RD., HAMPSTEAD, TX 77445

Phone Number: 979-826-7075

Email: INFO@WCAASPHALT.COM

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

Exhibit 1

Bid Form

A Respondent must remit the below Bid Form. Pricing shall be valid through the first sixty (60) days of any ensuing Contract regardless of price increases. The County is exempt from federal excise and State sales tax. Respondent shall not include taxes in its bid.

Respondent is required to disclose any and all charges or fees the County would incur associated with the requested goods and services. The County will not be responsible for any charges/fees unless expressly disclosed on this Bid Form. Prior to commencing work, a meeting will take place with the Selected Contractor and County to discuss start date and scope of project.

The County wishes to emphasize that this Contract is nonexclusive and neither restricts the County's ability to competitively bid for the same or similar materials and/or services nor disallows, in its sole discretion, the County's ability to contract for such materials and/or services with other Contractors.

2024 PROPOSAL FOR OILS AND ASPHALTS PRODUCTS AND SERVICES

**All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)**

**Hempstead Yard -775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard 5004 Gassner Rd, Brookshire, Texas 77423**

ITEM					
PRODUCT	Full Load \$/Gallon Hempstead Yard 5,000+ Gallons	Tank Fee	Small Load \$/Gallon Hempstead Yard 3,000 to 5,000 Gallons		\$/Gallon Waller County Jobsite
SS1 EMULSION - Tank Delivered	\$2.64/gal		\$2.73/gal		Same as
CRS-2	\$2.64/gal		\$2.73/gal		Full and Small load
Diluted Material heated water charge	\$0.29/gal		\$0.38/gal		price quotes
Pump & Hose	None				
Demurrage after 2 hrs.	\$80.00/hr				
PUGMILL SERVICES	MIP-6SS - \$2.94/gal per 5000 gallon load			Screening Plant Crusher	\$1.80/ton
					\$1.80/ton
	Price per ton to perform service at: 775 Business Hwy 290E, Hempstead, TX				\$11.84/ton
ASPHALT – CMA AND HMA	Vendor's Plant Location	\$/Ton at Plant	FOB Hempstead Yard	FOB Waller County	

		Location		Jobsite
ASPPM – DMS 9202	NB			
DENSE GRADED HMA, TYPE D, SAC B, PG 64-22	NB			
DENSE GRADED HMA, TYPE B, PG 64-22	NB			
TOPPING ROCK		Pit Location	FOB Pit	FOB Hempstead Yard Brookshire Yard Joplin
3/8" Pea Gravel	NB			
TYPE F 3/8" Ice Rock	NB			
Grade 3 Limestone	NB			
Grade 4 Limestone	NB			
Grade 3 Precoat (PB3)	NB			
Grade 4 Precoat (PB4)	NB			

Submitted by:

Company Name: Cleveland Asphalt Products, INC.

Signature: 

Title: Sales Rep.

Print Name: Clayton Moore

Date: 4/30/2024

Address: PO Box 1449, Shepherd, TX 77371

Phone Number: 800-334-0177

Email: clayton.moore@clevelandasphaltproducts.com

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

Diluted material can not be returned for credit.

Returned material credit is for material only, not freight.

	Location			Jobsite
ASPPM - DMS 9202	NB			→
DENSE GRADED HMA, TYPE D, SAC B, PG 64-22	Montgomery	\$96	\$102.50	\$107.68
DENSE GRADED HMA, TYPE B, PG 64-22	Montgomery	\$90	\$106.50	\$111.68
TOPPING ROCK	Pit Location	FOB Pit	FOB Hempstead Yard	FOB Brookshire Yard Jobsite
3/8" Pea Gravel	Hockley	\$51.25	\$55.94	\$59.57
TYPE F 3/8" Ice Rock	Hockley	\$51.25	\$55.94	\$59.57
Grade 3 Limestone	Hockley	\$51.25	\$55.94	\$59.57
Grade 4 Limestone	Hockley	\$51.25	\$55.94	\$59.57
Grade 3 Precoat (PB3)	Dorney, TX	\$43	\$106.25	\$103.95
Grade 4 Precoat (PB4)	Dorney, TX	\$41	\$104.25	\$101.95

Submitted by:

Company Name: Vulcan Construction Materials, LLC

Signature: [Signature]

Title: Analyst

Print Name: Julia Farrar

Date: 5/10/24

Address: 10101 Reunion Place Ste 500 San Antonio TX 78216

Phone Number: 210-965-0419

Email: Farrarj@vulcanmail.com

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.



STATE OF TEXAS
COUNT OF WALLER

AMENDED AGREEMENT FOR TEMPORARY ANIMAL HOUSING SERVICES

This Amended Agreement For Temporary Animal Housing Services (“Amended Agreement”) is entered into by and between Waller County, Texas (“County”), a political subdivision, and Julie Jones (“Contractor”). This Amended Agreement replaces the agreement approved in Commissioners Court in January 2024 in its entirety.

WHEREAS, Waller County does not operate an animal shelter; and

WHEREAS, the County occasionally has to house stray animals on a temporary basis; and

WHEREAS, the County and Contractor desire for Contractor to provide temporary animal housing services to stray animals picked up by the County.

NOW, THEREFORE, the parties agree as follows:

1. **Scope.** Contractor shall house stray animals as required by Waller County Animal Control. Contractor is responsible for maintain the facilities and all costs associated with such maintenance.

2. **Use of County-Owned Kennels.** Animal kennels owned by the County may be used on Contractor’s property.

- a. **Predominant Purpose.** The use of County-owned kennels is to accomplish the public purpose of housing stray animals as part of the County’s animal control function.
- b. **County Control.** The County shall remain the sole owner of the kennels, and the kennels will be removed from Contractor’s property and returned to the County when the County discontinues use of Contractor’s property for animal housing services. The County reserves the right to remove the kennels at any time and for any reason. The kennels may only be used to house animals pursuant to this Amended Agreement, and may not be used to house animals for private parties or other organizations.
- c. **Return Benefit.** By using County-owned kennels on Contractor’s property, the County receives the return benefit of not needing to relocate stray animals, build a County animal shelter, or find alternate animal housing locations.

3. **Term and Termination.** The term of this Amended Agreement shall begin on the date of the last signature to this Amended Agreement and end on December 31, 2025, unless terminated sooner. Either party may terminate this Amended Agreement with thirty (30) days’ written notice.

4. **Costs.** The County will pay Contractor \$10 per animal, per day to house the animals. The County shall not incur any additional costs payable to Contractor pursuant to this Amended Agreement.

5. **Payment of Invoices.** The County has thirty (30) days from receipt of Contractor's invoice to make payment. Payments will be made from current revenues. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice. Invoices shall be sent to:

ATTN: Animal Control
100 Sheriff R. Glenn Smith Drive
Hempstead, Texas 77445

6. **Tax Exempt.** The County is a tax-exempt organization. If Contractor makes purchase under this Amended Agreement that will be billed to the County, the County will not reimburse Contractor of taxes from which the is exempt. The County can provide tax exempt paperwork upon request.

7. **Other Expenses.** Except as otherwise expressly set forth in this Amended Agreement and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Amended Agreement.

8. **Jurisdiction and Venue.** This Amended Agreement is performable in Waller County, Texas. This Amended Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Venue and jurisdiction for any litigation, mediation, or legal conflicts arising under this Amended Agreement shall lie exclusively in Waller County, Texas for state or local claims and federal courts in the Southern District of Texas for federal claims.

9. **No Arbitration.** The County does not agree to arbitration.

10. **Defenses, Immunities, and Remedies.** The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

11. **Waiver and Compliance.** No claim or right arising out of a breach of this Amended Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Amended Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision.

12. **Waiver of Subrogation.** Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Amended Agreement.

13. **Additional Insured.** Contractor's insurance policies that cover performance under this Amended Agreement shall name the County as an additional insured.

14. **Assignment.** This Amended Agreement cannot be assigned by Contractor without the prior written consent of the County.

15. **No Third-Party Beneficiaries.** This Amended Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

16. **Independent Contractor.** It is understood and agreed between the parties that Contractor is and independent contractor for the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Contractor's performance of this Amended Agreement. Contractor agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, from any and all claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to Contractor's performance of this Amended Agreement.

17. **Amendments.** All amendments and additions to this Amended Agreement or its Exhibits and Contract Documents must be approved by Contractor and the Waller County Commissioners Court.

18. **Authority to Sign.** Signatories to this Amended Agreement represent and warrant that they have the authority to bind the respective parties.

19. **Invalid Provisions.** In the event any section, subsection, paragraph, subparagraph, or sentence of this Amended Agreement is held invalid, illegal, or unenforceable, the balance of this Amended Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable.

20. **Entire Agreement.** Except as may otherwise be provided herein, this Amended Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.

21. **Confidentiality.** The County is bound by the Public Information Act and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Amended Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information.

22. **Notices.** Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Amended Agreement shall be delivered to the following persons, unless

a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Julie Jones
30695 Hegar Road
Hockley, Texas 77447

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: _____

CONTRACTOR

Julie Jones

Date: 5/30/24

**WALLER COUNTY
2024 SALARY ORDER**

Amended by Commissioners' Court effective 07/07/2024

Item 25.

2024 APPROVED RATE	2024 BUDGETED AMOUNT
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Fund 125-Department 505

Sheriff-Jail

7 Deputy Jailer-transfer to Shop Foreman @ \$32/hr	\$	24.72	\$	51,814.00
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Fund 125-Department 518

Sheriff-Vehicle Maintenance

Shop Foreman	\$	32.00	\$	67,072.00
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Sr. Mechanic	\$	29.00	\$	60,784.00
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Mechanic	\$	22.00	\$	46,112.00
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DEPARTMENT TOTALS			\$	173,968.00
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Fund 110 - Department 530

Road and Bridge - Maintenance and Construction

Road Administrator-transfer \$22/hr to Sr. Mechanic	\$	26.25	\$	55,020.00
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Mechanic-transfer \$22/hr to Mechanic Dept 518	\$	24.51	\$	51,373.00
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2024 Salary Order amendment #7

To create personnel in the existing department 518 titled Sheriff Vehicle Maintenance.

Road and Bridge is giving up \$22/hr from two positions out of Maintenance and Construction for the creation of mechanic personnel in the Sheriff Vehicle Maintenance Department. Newly created positions will pay \$22/hr and \$29/hr.

Sheriff-Jail department is giving up one Deputy Jailer position at \$24.72/hr for creation of the Sheriff Vehicle Maintenance Department shop foreman @ \$32/hr.

Sheriff-Jail department will transfer excess budgeted salary funds to supplement salaries to the desired hourly rates for new Sheriff Vehicle Maintenance personnel positions.

Sheriff-Jail department will transfer excess budgeted funds to cover benefits.



Waller County

*Sales and Use Tax Audit
and Implementation
Service*

WEB:
WWW.REVENUETX.COM

EMAIL:
INFO@REVENUETX.COM

CONTACT:
DIRECT: 281.682.4913



Revenue Management Services

Informing and empowering the Client through professionalism,
transparency, and service that is results driven.
We believe our success benefits your District and the community
you serve.

May 2024

To: The Honorable Judge Duhon III, Waller County Commissioners Court.

From: Ryan Fortner, Representing Revenue Management Services.

Re: Sales Tax Administration and Recovery Services.

Duhon and County Commissioners,

I wish to present to you all Revenue Management Services. Congratulations on taking the steps to analyze levying Local Tax within the County. This will prove to be a highly beneficial revenue stream for the County and its constituents.

Over the last seventeen years sales and use tax auditing, implementation, and taxpayer assistance has been our passion. Over that time, we have developed comprehensive sales tax auditing processes has benefitted Municipal Utility Districts, Tax Increment Reinvestment Zones, Improvement Districts, Management Districts, County Assistance Districts, Economic Impact Areas, Emergency Services Districts, Chapter 380 Agreements, Counties, and Cities.

Our services include, but are not limited to, the items listed in the following information packet but most importantly, includes our understanding of the Sales and Use Tax remittance process, our direct contacts with the County and State, the understanding of new and existing laws and policy procedures, and our abilities to get results in a timely manner. All at a no contingency flat rate service schedule tailored around the needs of the client.

Too many times similar companies have burdensome billing practices that hinder the growth of the client, we reject that way of doing business.

Should you ever want to reach me my contact information is listed below. Again, thank you for the opportunity to present Revenue Management Services and the ways in which we could help.

Sincerely,



Ryan M. Fortner

President, Revenue Management Services

Direct: 281.682.4913

Ryan@revenueutx.com

Info@revenueutx.com

www.revenueutx.com

RMS (Revenue Management Services) was created for the purpose of tracking Sales and Use Tax for governmental entities. Owing its creation to services provided in 2007 under a different name, this service was the first of its kind in the City of Houston. Our service began as being very beneficial in recovering revenue for Municipal Utility Districts that have agreements with the City of Houston, and share in the local Sales and Use Tax collected. We have served as a full time tracking and recovery company since 2004 and continue to expand our service to other jurisdictions and counties that have a similar need for sales tax accuracy. **RMS** clients include Emergency Services Districts, County Assistant Districts, Improvement Districts, Economic Impact Areas, Tax Increment Reinvestment Zones, Cities and Municipal Utility Districts.

Working together with the State Comptroller's office **RMS** employees have been successful in accurately recovering revenue and correcting errors that had otherwise been overlooked. Every client served has realized the benefit of our recovery efforts. **RMS** also prevents the liability of refunding revenues belonging to other governing entities that our clients would have received in error.

Our initial service entails an audit of all businesses located within the District's sales tax boundary to add businesses otherwise omitted in the permit list provided by the Comptroller's office. Additionally, we ask to inspect each Sales and Use Tax permit to verify inclusion of all businesses as a Local Sales Tax Authority. This information is then cross referenced with the State Comptroller for accuracy.

RMS will request monthly Confidential Reports from the Comptroller's office as well as provide new permit drop lists and county wide collection figures. Depending on the Client's needs, a monthly, quarterly or annual report will be drafted listing payment issues and new businesses not included in the Districts sales tax refund check and sent to the Comptroller for review.

Detailed reports are also generated, giving you a clear understanding of the scope of businesses generating sales tax, as well as any missed or erroneous payments that should have been received. All information is validated with detailed information pertaining to each business. Additionally, various graphs are created showing monthly receipts of Sales and Use Tax funds and positive or negative variances. Additional items such as Texas economics, business cluster, top business performer lists are provided as well.

In addition to the physical in District audits, our program also takes an appraisal approach to your sales tax boundary. We look beyond the District boundary lines at surrounding areas to ensure that sales tax revenues are not routed incorrectly to neighboring jurisdictions and to look for retail areas that are not currently annexed by the District but could be included.

We realize that there are other agencies in the field of Sales and Use Tax tracking, however we believe that you will not find another service more comprehensive or detail oriented. We are committed to helping our clients realize the maximum potential of their sales tax, understanding how this helps the community at large. Revenue Management Services is a Texas company that strives to set ourselves apart from others; we do so by the following:

- **Your Information is Protected** our company employs proprietary methods used for reporting, graphing, or dissemination your sales tax information. RMS understands the legal ways in which it can report and disseminate your information. Public copies will accompany any document submitted to the Boards Public Meetings.
- **RMS is Safe.** Your Information is secured and encrypted in Cloud Storage utilizing Google Workspaces' Billion Dollar Infrastructure.
- **RMS is Insured. Commercial General Liability \$1,000,000 and \$2,000,000. Professional Liability \$1,000,000.** Our agreement contains language that protects the District should one of our staff be injured while performing any required service.
- **Zero Commission Based Fees. Its our job to serve you, when we do, we don't charge extra for it.**
- We employ a long-standing working relationship with the State Comptroller when addressing sales tax payment issues that exceed six months. RMS will present evidence to the State Comptroller of missed and erroneous payment to the District and assist in ongoing recovery efforts on behalf of the District.
- We enjoy a proven reputation for excellence and reliability that has been exhibited many times.

A listing of services provided follows:

REVENUE MANAGEMENT SERVICES COMPANY OVERVIEW

Revenue Management Services prides itself in the ability to offer many levels of service and achievement to our clients without the confusing, and many times questionable, multi-tier pricing and reporting options other companies implement. Revenue Management Services aids local governments in recognizing the full extent of the revenues they are due, realizing that all recovered revenue directly benefits the governing body and the community they serve.

The methodology employed by Revenue Management Services full-range auditing and recovery services have benefited over 100 governing bodies. Our auditing methods were designed to be multifaceted in nature as well as their application, ensuring uniform results in any sized jurisdiction. Staff of Revenue Management Services have expertise in serving: Management Districts, County Assistance Districts, Emergency Services Districts, Economic Impact Areas, Tax Increment Reinvestment Zones, Development Districts, Improvement Districts, Public Utility Districts, and Municipal Utility Districts.

RMS is turn-key ready.

QUALIFICATIONS OF REVENUE MANAGEMENT SERVICES

Revenue Management Services hereby certifies the following as of May 2024:

RMS is a full-time local tax monitoring and recovery company, specializing in Texas sales and use tax, fully capable to fulfill any requirements set forth by the governing body.

- RMS is fully insured.
- RMS is not currently, nor has ever been in receivership.
- RMS is not indebted to any City, County, or State for taxes or license fees in any manner.
- RMS affirms its understanding and continuous review of State and local governing codes pertaining to sales and use tax in Texas.
- RMS affirms ownership and utilization of current versions of Microsoft, Google, and Apple platforms.
- RMS affirms that all client data is stored, in secure cloud servers, and backed up nightly.
- RMS performs all services in-house and does not contract with a third party.
- **RMS is not a subsidiary or DBA of a taxing office or any other vendor offering services other than sales and use tax auditing.**

All employees of Revenue Management Services are fully insured, carry identification badges when in clients Districts, and have no past or current legal scenarios that preclude them from performing any aspect of our service at any location.

OBJECTIVE AND METHODOLOGY

Services Provided

Revenue Management Services is able to provide the District with a wide range of services that both correct existing problems in revenue streams not realized, but also correct future errors, ensuring that the governing body is able to obtain the most benefit from the sales tax imposed on qualifying goods and services. Revenue Management Services works directly with local business owners/operators, designated District staff, and the State Comptroller's Office to obtain precise data on the current landscape of revenue generation versus current receipts of the District. **Our service includes, but is not limited to, the following features:**

Initiation of Service

Revenue Management Services initiates service with Districts which have implemented a local tax and have begun to receive revenue. RMS works with the State Comptroller to create taxpayer lists and ensure that all businesses within the client's sales tax boundary are notified of the local tax levy.

Revenue Management Services will submit documentation, signed by the governing body, to the City of Houston and State Comptroller listing RMS as a representative of the District and additional documentation requesting receipt of monthly reports from the City. RMS will work to obtain any additional data that the State requests or that is missing. RMS will also work with the Comptroller and County Tax Assessor to obtain a boundary map of the local tax area with all additional sales tax levy areas outlined for exclusion of sales tax.

RMS representatives then perform a physical, on-site, examination of the sales tax area and all brick-and-mortar stores operating within the District's sales tax boundary. RMS will cross reference our findings with the State Comptroller's records of active businesses operating within the District. The entire initiation process and District audit takes no more than two months to complete.

All residential or multi-family housing that was included in the sales tax boundary is referenced with the Comptroller for active sales tax permits and recorded.

Every client served by Revenue Management Services is verified, in person by qualified field auditors with the necessary knowledge of laws and local codes to accurately assess each entity.

OBJECTIVE AND METHODOLOGY

Data Retrieval, Entry, and Comparison

During the State Comptroller provided tax payer list review, each account is assessed on the following attributes:

- Physical address of business versus the address listed on sales tax permit
- Type of business
- Service provided
- Qualifying status for sales tax levy
- Name and address of corporate sales tax office
- Sales tax rate compliance
- Inspection for multiple operating in one location i.e. post office boxes
- Communication with cable, gas, telecommunication and waste companies regarding the local tax rate.
- Reporting of non-compliant businesses
- Game rooms (casino style entertainment) report
- Other nefarious businesses discovered reported to the governing body
- Review of Interlocal Agreements between governing bodies

When performing the sales tax audit, Revenue Management Services representatives are provided with access to public information allowing for real-time error discovery. Our representatives are knowledgeable of Texas sales tax laws and codes and utilize that knowledge in assessing areas where additional revenue is not being collected. Each representative is equipped with information packets to provide to businesses owners who are unaware of the aspects for sales and use tax administration, local codes, and laws, as well as contact information for the State Comptroller's Office. It has always been the position of RMS that an educated business sector results in fewer missed allocations in the future.

If a business has closed or an owner refuses to provide information the RMS representative can easily access the Comptroller database and record the information, along with the above criteria eliminating additional time added to the final analysis.

OBJECTIVE AND METHODOLOGY

Creation of District Business Operations Database

All permit information obtained is researched at the local and State level, list filers are identified, and non-compliant businesses and owners are reported to the City of Houston and governing body. RMS will input all information recorded during the audit along with state zip code drops and create a database listing all businesses qualifying for the additional sales tax.

Monitoring of Sales Tax Receipts

Revenue Management Services, working with the City of Houston, will request any historical data with regards to sales tax allocations, not presently held by the District. Our audit requests documentation from the implementation of the sales tax kept by the Comptroller's Office. RMS will furthermore request that monthly reports are sent to our office listing businesses, in the District, whose sales tax receipts were remitted to the City during the month. A master list will be created listing each business in the District showing individual taxable status, payment history, filing status, address and suite information, compliance status, permit activation dates, permit holder information-if different from business, errors found, and remedies taken to correct the error. RMS will create month over month and year over year tables allowing missing revenue to be quickly ascertained.

Analytical Reporting Model Creation

RMS, utilizing the multiple data sets acquired from the local business owners/operators, County Tax Assessor records, and State Comptroller reports, will design graphical models listing a breakdown of businesses by type of service, MoM and YoY collection graphs, variance charts showing monthly and yearly receipts and the over/under variance of each. All graphs are presented on paper and in electronic formats with all appropriate information clearly listed; RMS will provide any additional analysis on particular businesses or areas if requested at no charge. Each report will contain the following analysis:

- Business breakdown by category.
- Year over Year listing of sales tax received with dollar amounts.
- Month over Month listing of sales tax received with dollar amounts.
- Trends model.
- Forecasting model.
- Recovery model.
- Any and all additional data that the governing body wishes to review.

OBJECTIVE AND METHODOLOGY**Reports Delivered to the Governing Body**

Revenue Management Services will prepare for the governing body reports listing all activities and correspondence taken on behalf of the District pertaining to sales tax auditing and recovery. RMS will present to the governing body the revenue recovery and analysis report semi-annually with all graphical models, trend projections, lists of active taxpayers, as well as any supporting documentation received from the City or Comptroller necessary to validate the reported information.

All reports are delivered by hand or electronically* by a representative of Revenue Management Services unless instructed otherwise by the governing body.

Programs Used in Reporting and Recovering Revenue

Revenue Management Services currently uses a wide range of software programs to perform our reporting, tracking, mapping, forecasting, and data storage process that are applied to each client. RMS certifies that each program is licensed to Revenue Management Services and monthly/annual fees are current.

**When submitting electronic reports or information to the governing body RMS will insure that they are accessible regardless of the operating system(s) currently utilized by the District.*

OBJECTIVE AND METHODOLOGY

Billing for Service

Revenue Management Services understands that each client has differences in how they chose to pay for rendered services. Traditionally, Revenue Management Services has charged a flat-rate, monthly fee, based on the scope of work requested.

It is the business policy of RMS that our service billing, at no time, would become a detriment to the revenue stream of our clients. Therefore, Revenue Management Services does not charge a fee of any kind for set up, mileage, reporting, in-person visits, document creation or storage. Our agreements are one year evergreen contracts with a 30-day termination clause.

Revenue Management Services keeps current, and can provide copies of the following insurance:

- (1) Commercial General Liability: \$1,000,000 per occurrence with \$2,000,000 aggregate.
- (2) Automobile Liability: combined single limit \$1,000,000.
- (3) Professional Liability: \$1,000,000 per occurrence with \$1,000,000 aggregate.

Clients Served by Revenue Management Services Staff

Harris County Emergency Services District No. 47	Harris County MUD No. 18
Harris County Emergency Services District No. 48	Harris County MUD No. 61
Montgomery County Emergency Service District No. 02	Harris County MUD No. 62
Montgomery County Emergency Services District No. 07	Harris County MUD No. 64
Montgomery County Emergency Services District No. 09	Harris County MUD No. 81
Montgomery County Emergency Services District No. 10	Harris County MUD No. 118
Harris County MUD 390 Economic Impact Area 1 & 2	Harris County MUD No. 120
Creekside Tax Increment Reinvestment Zone	Harris County MUD No. 144
Brazos Town Center	Harris County MUD No. 150
City of Simonton	Harris County MUD No. 152
McKinney MUD 1 & 2	Harris County MUD No. 179
South Montgomery Co. MUD	Harris County MUD No. 185
Bridgestone MUD	Harris County MUD No. 189
Aliana Management District	Harris County MUD No. 221
Fort Bend County Assistance District No. 1	Harris County MUD No. 285
Fort Bend County Assistance District No. 2	Harris County MUD No. 342
Fort Bend County Assistance District No. 4	Harris County MUD No. 345
Fort Bend County Assistance District No. 5	Harris County MUD No. 346
Fort Bend County Assistance District No. 6	Harris County MUD No. 368
Fort Bend County Assistance District No. 7	Harris County UD No. 6
Fort Bend County Assistance District No. 19	DCFWS-1A
Fort Bend County Assistance District No. 9	Harris County WCID No. 109
Fort Bend County Assistance District No. 10	Harris County WCID No. 110
Fort Bend County Assistance District No. 11	Harris County WCID No. 111
Fort Bend County Assistance District No. 22	Jackrabbit Road PUD
Fort Bend County Assistance Districts Developer Reimburse	Kingsbridge MUD
Westwood Magnolia Parkway Improvement District	Kleinwood MUD
Westwood Magnolia Parkway Improvement District-A	Longhorn Town MUD
Fort Bend Municipal Management District No. 1	Louetta North PUD
Champions MUD	Louetta Road UD
Cinco Ranch MUD No. 12	Morton Road MUD
Cinco Ranch MUD No. 08	Spring Creek UD
El Dorado Utility District	NW HC MUD No. 24
Fort Bend MUD No. 119	NW HC MUD No. 29
Fort Bend MUD No. 116	West Harris County MUD 2
Fort Bend MUD No. 142	West Harris County MUD 9
Fort Bend County MUD 23	West Harris County MUD 21
	Wood Creek MUD
	Southern Montgomery Co MUD
	Hays Co MUD 4
	City of Hutto Tx

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Revenue Management Services certifies that the principals in the Firm, and the Firm itself:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible from providing audit services, record review and examination services, financial advisory services, associated management services, and or voluntarily surrendered their license to provide such related services in the State of Texas and or the United States of America.
2. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from conducting any business and or financial transactions by any department or agency of Federal, State, and or local government.
3. Have not been convicted of, had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, and or local) transaction or contract under a public transaction; violation of Federal or State antitrust states or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in item 3 above of the certification.

PROPOSAL FOR SERVICE

Revenue Management Services proposes the following work scope for Waller County:

OBJECTIVE-EVALUATE ANY POTENTIAL TERRITORIES WHERE SALES TAX IS AVAILABLE.

- RMS will evaluate all territories occupied and vacant within the boundary of Waller County for available sales and use tax not already absorbed by another taxing authority. RMS will compile a listing of taxpayers by Tax ID, Name, and Location. The list will be provided to the Commissioners Court for review. RMS will research sales taxes available in increments of ¼ Cent up to the full 2%.

OBJECTIVE-RESEARCH E-COMMERCE ACCOUNTS.

- RMS will research E-Commerce accounts that could potentially remit local sales tax to the County and provide an estimated total projection. This is strictly an estimation as there is no current confidential data for Waller County to review.

OBJECTIVE-PROVIDE A FEASIBILITY STUDY AS TO WHETHER LOCAL TAX SHOULD BE ADMINISTERED.

- RMS will research the accounts that show the availability for local tax and evaluate if there is enough potential sales tax to justify the County holding an election.

FEES FOR SERVICE.

- RMS IS PROPOSING A ONE-TIME, ALL-INCLUSIVE FEE OF \$3,000.00 TO COMPLETE THE STUDY. IF THE SALES TAX ELECTION IS SUCCESSFUL AND RMS IS ENGAGED TO PROVIDE FULL TIME SALES TAX AUDITING THE INITIAL FEE WILL BE DEDUCTED FROM FUTURE INVOICES. THE COMPLETION TIME FOR THIS PROJECT IS ESTIMATED TO TAKE LESS THAN 30 DAYS TO COMPLETE.

AGREEMENT FOR SALES TAX MONITORING SERVICES

This Agreement for Sales Tax Monitoring Services (this "Agreement") is made and entered as of the date signed by the last party hereto by and between **WALLER COUNTY** (the "County" or the "District") and **REVENUE MANAGEMENT SERVICES** ("RMS" or the "Firm") to be effective as of June 1, 2024. The County and RMS may be referred to herein collectively as the "Parties" or individually as a "Party". In consideration of the mutual covenants and agreements contained herein, the County and the Firm agree as follows:

AGREEMENT

The County hereby appoints the Firm as the District's sales and use tax auditor and consultant pursuant to the terms of this Agreement. The Firm hereby agrees to serve as the District's representative and provide such other related services as set forth in this Agreement.

I. Services of the Firm

The Firm shall provide general services necessary for the routine assessment of the District's local sales and use tax as follows:

- (1) Physical and virtual audit of businesses within the boundaries designated by the County Tax Assessor.
- (2) Request all maps pertaining to County Boundary Lines from County Tax Assessor.
- (3) Correspond with the State Comptroller's Office (the "Comptroller") as necessary.
- (4) Cross-reference all accounts with the Comptroller for accuracy.
- (5) Receipt of Comptroller report, as generated by public records and enter listings of all taxpayers for reference.
- (6) Correspondence with County regarding overall status of the District, available tax payers, and current tax rates available in the District.

II. Compensation

The County shall compensate the Firm for all services rendered by the Firm for and/or on behalf of the County pursuant to this Agreement (the "Services") within forty-five (45) days of submission of an invoice from the Firm. The County shall pay to the Firm for performance of the Services the amount of **\$3,000.00**, billed once the sales taxpayer audit is completed. RMS may request a fee increase in each subsequent year thereafter; otherwise, such fee will remain applicable for the subsequent year. The requested fee increase shall be effective if approved in writing by the County Commissioners Court, without the necessity of a formal amendment to this Agreement.

The payment of all invoices shall be governed by the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. RMS will be responsible for providing the County with updates, reports, and drafting, and for reporting to the Comptroller.

IV. Term and Termination

This Agreement may be terminated by either Party hereto by providing thirty (30) days written notice to the other Party.

V. General Provisions

- (A) **INDEPENDENT CONTRACTOR.** This Agreement is not intended to and does not prohibit the Firm or any representative of the Firm from accepting employment by and/or performing services for individuals or organizations other than the District; provided, however, that such employment shall not interfere with the proper performance of the duties, expressed and implied, of the Firm hereunder.
- (B) **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, RMS, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER ("CLAIM"), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM RMS'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT OR THE SERVICES. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY RMS OR ANY SUBCONTRACTOR OR AGENT OF RMS.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE RMS AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO CLAIMS JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE COUNTY OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE DISTRICT.

THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

RMS DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE COUNTY FROM ANY AND ALL CLAIMS BY RMS INVOLVING BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE SERVICES, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT.

(C) **INSURANCE.** Following execution of this Agreement, RMS shall furnish the County with a Certificate(s) of Insurance evidencing the following insurance coverages and RMS shall at all times during the term of this Agreement maintain such coverages:

- (1) Commercial General Liability: \$1,000,000 per occurrence with \$1,000,000 aggregate.
- (2) Automobile Liability: combined single limit \$1,000,000.
- (3) Professional Liability: \$1,000,000 per occurrence with \$1,000,000 aggregate.

The Certificate(s) of Insurance shall provide that the County shall be provided thirty (30) days written notice of any cancellation or diminution of insurance coverage. The County and the District's agents and employees shall be added as additional insureds to all coverages required above except those in (3) above. All policies written on behalf of RMS shall contain a waiver of subrogation in favor of the County and the District's agents and employees. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the District, and without rights of contribution or recovery against the County or from any such other insurance available to the District. RMS, and not the District, shall be responsible to pay the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of RMS.

(D) **OWNERSHIP OF DOCUMENTS.** All documents, whether in paper or electronic format, prepared pursuant to RMS's performance under this Agreement, shall become and remain the property of the District, unless otherwise agreed by the Parties in writing. RMS shall maintain all records of the County in accordance with the requirements of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended, and all applicable rules, regulations, policies and record retention schedules adopted pursuant thereto with respect to the District's records. Upon termination of this Agreement, RMS shall relinquish and turn over to the District, without unnecessary delay, all records related to RMS's performance hereunder, including, without limitation, all reports, maps, store listings and correspondence.

(E) **NOTICE.** Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered

or certified, return receipt requested, in a United States Post Office, addressed to County or Firm at the addresses set forth below.

If mailed, any notice or communication shall be deemed to be received three days after the date of deposited in the United States mail.

Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

If to the Firm: Revenue Management Services
 Ryan M. Fortner, President
 1218 E Hunters Creekway Dr
 Houston, Texas 77055

If to the District: Waller County Commissioners Court.
 425 FM 1488
 Hempstead, Texas 77445

Either Party may designate a different address by giving the other Party ten (10) days written notice.

- (F) ASSIGNMENT. Neither Party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- (G) ENTIRE AGREEMENT. This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.
- (H) SEVERABILITY. If any provision or term of this Agreement is held to be invalid or unenforceable by final judgment or decree of a court of competent jurisdiction, the remaining provisions and terms hereof shall remain in force and effect and binding upon the Parties.
- (I) PERSONNEL. RMS represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the scope of Services required under this Agreement and that RMS shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of District, to perform the scope of Services when and as required and without delays.
- (J) PERMITS AND LICENCES. RMS represents to County that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.
- (K) SEVERABILITY. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the

essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

(L) STATUTORY VERIFICATIONS.

As required by 2276.002, Texas Government Code, as amended, the Firm hereby verifies that the Firm, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

As required by Section 2274.002, Texas Government Code, as amended, the Firm hereby verifies that the Firm, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

As required by Chapter 2271, Texas Government Code, as amended, the Firm hereby verifies that the Firm, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement, neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

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

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have approved this Agreement, to be effective as of the date first written above, which may be executed in multiple counterparts, each of which shall be deemed to be an original.

Waller County Commissioners Court

By: _____

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT BELOW, THE FIRM REPRESENTS AND WARRANTS TO THE COUNTY THAT IT:

(CHECK THE APPROPRIATE BOX)

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE COUNTY PURSUANT TO SECTION 2252.908(c)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE ATTACHED AND FOLLOWING FORM 1295 TO THE COUNTY ON OR BEFORE APRIL 16, 2024, WHICH IS THE DATE THE FIRM SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REVENUE MANAGEMENT SERVICES

By: _____
Ryan Fortner, President

KHR Environmental
32522 Phlying Rd.
Waller, TX 77484

Item 29.

Phone: (713) 870-0579

Date Printed: 3/28/2024

khrenvironmental2017@yahoo.com

County: Waller

Site: 32225 U.S. Highway 90, Brookshire, TX 77423

To: JP4/PCT4

836 Austin St Suite 216
Hempstead, TX 77445

Installed:

Phone: (936) 727-3672

APR 3 '24 PM 3:27 TREASURER

Start: 6/15/2024

12 visits per year - one every 1 months

End: 6/15/2025

Last Emailed

Total Fee: \$840.00

7/13/2023

Waller County Environmental

Customer's Email: cindy.wilson@wallercounty.us

Dear Valued Customer,

Enclosed with this cover letter is your new maintenance contract for your aerobic septic system, please verify your address, phone number, and email as listed above and notify me of any corrections that may need to be made. If all of your information is correct please initial, sign, and date the maintenance contract and return to our office along with your desired form of payment.

We accept the following payments: Cash, Check, Venmo (@Cody-Harrison-37), Zelle William (this is Cody's first name) Harrison (713-870-0579), and CC *Please note all customers using credit cards will have a 3.5% plus 0.15 cent convenience fee added to the contract amount.

Once we have received your signed contract and payment the contract will be completed with the service provider's signature and date stamp. At this time your completed contract will be processed by our office, and forwarded to both you and the permitting authority. Once you receive the completed contract from our office, we highly recommend that you keep a copy for your records and forward a copy of the completed maintenance contract to the permitting authority as well. This will ensure that no further fees or penalties will be issued by the permitting authority based on the following TCEQ ruling. Please note per **Texas Commission on Environmental Quality (TCEQ) regulations, Title 30 TAC Chapter 285.7(d)(2), a copy of the signed maintenance contract shall be provided by the home owner to the permitting authority thirty days prior to the expiration of your current contract.**

In the event that the contract or payment is received after the start date listed on the maintenance contract, we will have to update the start date and resend the contract back to you for signature. Please understand that the home owner is responsible for any penalties or late fees issued by the permitting authority for late contracts.

We appreciate your business and if you have any questions, please call Cody Harrison at (713)-870-0579 or Karla Harrison at (713)-302-6772.

Sincerely,
KHR Environmental

William Cody Harrison 3/28/2024

Payment Information

(Please return this portion with payment and the signed Contract)

☐ Please check if noting changes on the back of the slip

KHR Environmental
32522 Phlying Rd.
Waller, TX 77484

Customer/ID: JP4/PCT4 1272

Amount Due

\$840.00

Method of Payment

☐ Check # _____

☐ Name on Card: _____ Exp: ____/____

Item 29.

CARD NUMBER: _____ CSV#: _____ Zip: _____

Phone: (713) 870-0579

Date Printed: 3/28/2024

khrenvironmental2017@yahoo.com

Customer ID: 1272

Site Address: 32225 U.S. Highway 90, Brookshire, TX 77423

County: Waller

To: JP4/PCT4

836 Austin St Suite 216

Hempstead, TX 77445

Main Phone

(936) 727-3672

Email: cindy.wilson@wallercounty.us

Last Emailed 7/13/2023

NO PERMIT ON FILE

Agency: Waller County Environmental

Contract with: KHR Environmental

Treatment Type: Aerobic / Disposal: Surface Application

MFG: / Brand: / S#:

Disinfectant:

Contract Period

6/15/2024

through

6/15/2025

12 visits per year - one every 1 months

Routine Inspection, Testing, & Reporting

- **Inspection of Tanks:** visually inspect tank integrity, risers, secondary containment devices, and ensure lids are properly secured.
- **Inspection of Air Supply:** clean aerator filter, remove build-up or excessive vegetation from aerator, and visually inspect aeration chamber to ensure proper mixing of the wastewater.
- **Inspection of Control Panel:** visual inspection of panel, wiring, breakers, and ensure, alarms are operational.
- **Inspection of Effluent:** for coloring, odor, and sludge levels to ensure the system is operating properly.
- **Inspection of Pump Tank:** visually inspect to ensure all floats are secure to the pump tree and operational, all electrical wires are clear of floats, and all electrical connections are water tight.
- **Disinfection Device:** sampling of chlorine residual and visual inspection of chlorine/bleach mechanisms' structural soundness.
- **Inspection of Distribution Area:** inspection of spray heads, visually look for ponding or standing water indicating a broken head or pipe.

This contract shall provide all routine testing and reporting, the report will include the results of the maintenance company's inspection, findings of any concerns the owner may have, and all required test results. An owner's copy of the inspection report will be left on location the day the inspection is performed. Copies of this contract and all reports will be submitted to the permitting authority within 14 days after the inspection is performed. If any of the components are found inoperable at the time of inspection the owner will be notified, in the event that a part cannot be fixed at the time of service, the maintenance provider will maintain communication with the owner as to when the repairs can be completed and at what cost. This contract is non refundable for any reason.

This maintenance agreement does not cover the cost of **BOD and TSS Testing** this amount will be billed separately at the time of the test.

This maintenance agreement does not cover the cost of service calls, the response time for a service call will be within 48 hours of the call, all service calls for a customer under contract is \$65.00. If it is an emergency; after hours, holidays, or weekends the service call fee is \$125.00. This maintenance agreement does not cover the labor and materials required to repair a system due to any of the following contract violations; turning off the power supply to the system for longer than 24 hours, disconnecting the alarm system, hydraulic/organic overloading, or usage contrary to the requirements listed in the owner's manual or advised by an installer. KHR Environmental reserves the right to terminate a contract at any time and will notify the owner as well as the permitting authority in writing 30 days before service will cease. Additional services including but not limited to; replacement of out of warranty parts, pumping of the septic system, replacing or repairing any components of the electrical supply, or any other service offered by the maintenance provider can be completed with written notice and for an additional fee.

Owner is aware he or she must maintain the chlorine/bleach supply for the system.

Initial

License Number: MP 0002047

Owner: _____

Date: _____

William Cody Harrison 3/28/2024



Order to Amend 2024 Budget

Amendment # **2024-15****Date Approved** **06-12-2024**

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET AMENDMENTS:</i>					
244-000-423826	LHMPP Grant	Federal Revenue	\$ -	\$ (100,000.00)	\$ (100,000.00)
244-240-545405	LHMPP Grant	Professional Services	\$ -	\$ 100,000.00	\$ 100,000.00
<i>NET TOTAL BUDGET AMENDMENT:</i>				<u>\$ -</u>	

Purpose of budget amendment:

Certify the Local Hazard Mitigation Planning Program (LHMPP) grant award of \$100,000.00 and amend the 2024 budget.

Other notes:

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

CFDA #: 14.228

CFDA Title: Community Development Block Grant Disaster Recovery Program

Grant Period: December 2023 to March 31, 2027

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

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

GLO Contract #: 22-130-043-E436

LGC: 111.0106 SPECIAL BUDGET FOR GRANT OR AID MONEY

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

REVENUE CERTIFICATION

Alan Younts

6/6/2024

Alan Younts

Waller County Auditor

836 Austin Street , Suite 221

Hempstead, Texas 77445

tel (979) 826-7740

a.younts@wallercounty.us



Order to Amend 2024 Budget

Amendment # 2024-16
Date Approved 06-12-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET LINE ITEM TRANSFERS:</i>					
<i>From:</i>					
125-411-569600	Commissioners Crt	Contingency	\$ 600,000.00	\$ (2,000.00)	\$ 598,000.00
<i>To:</i>					
125-401-563055	Commissioners Crt	Training & Conference/Director of Policy	\$ 3,500.00	\$ 2,000.00	\$ 5,500.00
<i>Net Change to Budget (Rev)/Exp</i>				<u>\$ -</u>	

Purpose of transfer:

Transfer request to fund remaining travel costs for FY24.

6/6/2024

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



Order to Amend 2024 Budget

Amendment # 2024-17
Date Approved 06-12-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET LINE ITEM TRANSFERS:</i>					
<i>From:</i>					
125-416-510101	Criminal DA	Part Time	\$ 20,000.00	\$ (3,000.00)	\$ 17,000.00
<i>To:</i>					
125-416-581800	Criminal DA	Furniture & Equipment	\$ 4,000.00	\$ 3,000.00	\$ 7,000.00
<i>Net Change to Budget (Rev)/Exp</i>				<u>\$ -</u>	

Purpose of transfer:

With the addition of new personnel there is a need for additional furniture and equipment.

Alan Younts

6/6/2024

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



Order to Amend 2024 Budget

Amendment # 2024-18
Date Approved 06-12-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET LINE ITEM TRANSFERS:</i>					
<i>From:</i>					
125-516-533202	Sheriff-Admin	LEOSE	\$ 16,114.00	\$ (16,114.00)	\$ -
<i>To:</i>					
125-516-563000	Sheriff-Admin	Training & Conference	\$ 25,000.00	\$ 16,114.00	\$ 41,114.00
<i>Net Change to Budget (Rev)/Exp</i>				<u>\$ -</u>	

Purpose of transfer:

Request made to combine the LEOSE and Training and Conference budgets for FY24.

Alan Younts

6/6/2024

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



Order to Amend 2024 Budget

Amendment # **2024-19**

Date Approved Next Juvenile Board Meeting

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<i>BUDGET AMENDMENTS:</i>					
125-000-423824	General Revenue	State Revenue	\$ (6,500.00)	\$ (75,075.00)	\$ (81,575.00)
125-507-565510	General-JP Detention	Long Term Detention-Grant R	\$ -	\$ 75,075.00	\$ 75,075.00
<i>NET TOTAL BUDGET AMENDMENT:</i>				<u>\$ -</u>	

Purpose of budget amendment:

To certify 2024 TJJD Grant R award of \$75,075.00 and amend the Juvenile Probation Department Long Term Detention budget.

Other notes:

Name of Agency: TJJD

Grant Period: 01-01-2024 to 12-31-2024.

Spread upon the CC minutes on 06-12-2024

LGC : 111.0106 SPECIAL BUDGET FOR GRANT OR AID MONEY

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

REVENUE CERTIFICATION

Alan Younts

6/6/2024

Alan Younts

Waller County Auditor

836 Austin Street , Suite 221

Hempstead, Texas 77445

tel (979) 826-7740

a.younts@wallercounty.us