



**NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION
Wednesday, July 09, 2025 at 9:00 AM**

Waller County Joe Kuciemba Annex, Hempstead, Texas

AGENDA

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

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

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.
5. Request by County Auditor to approve Quarterly Reimbursement of Juror Payments
6. Request by County Engineer to place roads in Grange Section 5 into the developer's one-year maintenance period, effective June 3, 2025, and reduce the maintenance bond.
7. Acknowledge receipt of notification from Katy 2855 Development, LLC, related to the Grange Development Agreement. A recent purchase of 10.3 acres will be annexed into the Grange Development boundary.

- [8.](#) Request by County Engineer to place roads in Sunterra Section 66 into the developer's one-year maintenance period, effective June 10, 2025, and reduce the maintenance bond.
- [9.](#) Request by County Engineer to place roads in Sunterra Section 65 into the developer's one-year maintenance period, effective June 10, 2025, and reduce the maintenance bond.
- [10.](#) Request by County Engineer to place roads in La Segarra Section 1 into the developer's one-year maintenance period, effective April 21, 2025, and reduce the maintenance bond.
- [11.](#) Request to approve payment of \$20,000.00 to the Waller County Historical Museum from line item 125-539-547236 [County Museum] as allocated in the 2025 Budget.
- [12.](#) Request to approve payment of \$15,000.00 to the Waller County Historical Society from line item 125-538-568400 [Miscellaneous] as allocated in the 2025 Budget.
- [13.](#) Request by County Librarian to accept donation to Waller County Library Brookshire-Pattison from Texas Library Association and HEB for \$2,000.00 and add to line item 125-000-472210 [County Donations].
14. Request by County Librarian to accept a donation to Waller County Library Hempstead from Brazos Valley Schools Credit Union for \$200.00 and add to line item 125-000-472210 [County Donations].
- [15.](#) Approve payment of invoice numbers 25-045, 25-046, and 25-047 from Southwest Realty Consultants for land appraisal services.

Requests to approve payments on the following:

- [16.](#) \$1,125.00 for Invoice dated June 23, 2025 to Schmidt Funeral Home to be paid from line item 125-423-540705 [Transport to Morgue].
- [17.](#) \$1,295.00 for Invoice dated June 14, 2025 to Magnolia Funeral Home, Inc. to be paid from line item 125-423-540705 [Transport to Morgue].
- [18.](#) \$1,375.00 for Invoice #TABS2025016542 for the ADA compliance review for the Vehicle Maintenance Center at the Sheriff office. Funds to be paid from line item 125-600-581910 [Buildings].
- [19.](#) \$2,510.00 for Invoice #0425-010, and \$1,590.00 for Invoice #0425-009 to Indoor Environmental Consultants for mold testing at the HSSC building and new maintenance building. Funds to be paid from line item 125-442-545400 [Contract Labor].
20. Request by County Auditor to Approve and/or Ratify Accounts Payable.

ECONOMIC DEVELOPMENT

- [21.](#) Amend the Tax Abatement Agreement between Waller County, Texas, Alegacy Development, LP, and Sterling Fluid Systems (USA), Inc., DBA Peerless Pump Company having Contract ID #250319-29. Sterling Fluid Systems (USA) Inc., DBA Peerless Pump

Company was the tax abatement applicant, and leased property owned by Alegacy Development, LP. The property is located in the City of Waller Reinvestment Zone #2, which was renamed by the City of Waller from Reinvestment Zone Number 2-CI of the City of Waller, Texas. The reinvestment zone was established on February 6, 2025, and renamed on May 19, 2025. The Reinvestment Zone is located west of FM 362 and east of James Muse Parkway along US Business 290 and includes Alegacy Business Park in Waller, Texas 77484. Alegacy Development, LP will build a manufacturing facility with an estimated cost of \$7,000,000.00, and Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company will install manufacturing equipment with an estimated cost of approximately \$1,800,000.00 over a ten-year period.

COUNTY JUDGE

- [22.](#) Presentation of a delinquent tax and fine and fee collection report by Otilia Gonzales, Perdue Brandon Fielder Collins & Mott, LLP.
- [23.](#) Discuss and take action to adopt a resolution to provide for an additional penalty under sections 33.07, 33.08 and 33.11 of the Tax Code.
- [24.](#) Discuss and take action to amend the tax collection contract with Perdue Brandon Fielder Collins & Mott, LLP.

TAX ASSESSOR-COLLECTOR

- 25. Presentation of Monthly Report.

COUNTY ENGINEER

- [26.](#) Public Hearing: Replat of Totoia Garcia No.1 Warehouse. The amendment will replat Lot E/2 of Block 9 into two Lots, with one Lot having access right-of-way via 25 -foot access easement by Owner Goosby Real Estate Investments LLC.
- [27.](#) Approve Final Replat of Totoia Garcia No.1 Warehouse in Precinct 3.

GRANT MANAGER

- 28. Approve to authorize the County Grant Manager to submit a Texas Water Development Board application relative to the Brookshire-Katy Drainage District Regional Stormwater Detention Basin and Multi-Use Recreation project.

PROCUREMENT DIRECTOR

- [29.](#) Approve Agreement with Euna Solutions, Inc., utilizing Sourcewell contract 060624-GTH for an electronic procurement platform for advertised solicitations, in an annual amount of \$14,426.00. Funds to be paid from line item 125-401-540900 [Prof. Consultant Services].
- [30.](#) Approve Agreement with Hawes Hill & Associates LLP for consulting services regarding the creation of Tax Increment Reinvestment Zone (TIRZ) in Precinct 3, in an amount not to exceed \$50,000.00. Funds to be paid from line item 125-401-540900 [Prof. Consultant Services].

IT DEPARTMENT

- [31.](#) Approve contract with Sparklight for the new Maintenance facility at a monthly rate of 279.88 for a 36-month term to be paid from line item 125-411-542502 [Internet].

COMMISSIONER, PRECINCT 3

- [32.](#) Discuss and take action to waive the fee for the Community Center for a Business in Development event hosted by PVAMU Extension and Precinct 3 Commissioner on the following dates from 1:00pm-10:00pm:

July 15th, 22nd, & 29th,

August 5th, 19th, & 26th,

September 2nd, & 10th.

DIRECTOR OF FACILITIES

- [33.](#) Approve payment of \$319,650.10 for Application #16 to SEDALCO from line item 125-600-581620 [Justice Center Modulares].

- [34.](#) Approve Payment of \$1,450,778.12 for Application #32 to SEDALCO, Inc. to be paid from the following line items:

\$54,026.91 - 604-604-545045 [Professional Services].

\$1,396,751.21- 604-604-581000 [Bldg Purch, Const, or Improv].

35. Discuss and take action on the Tower and Bell Options .
36. Discuss and take action on quote courtroom pews for new courthouse.
37. Discuss and take action on the contract for the courthouse furniture.
38. Discuss and take action on the floor plan designs for the third floor Courtrooms.

MISCELLANEOUS

39. Discuss and take action on recommendations for office locations for Waller County Departments.
40. Discussion on possible issuance of 2025 tax notes.
- [41.](#) Discuss and take possible action to approve a resolution expressing the County's intent to reimburse itself for certain expenditures.
42. Approve settlement offer in CV24-01-0991 Waller County v. Awry Ready Mix Concrete LLC, et al.
43. 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.

44. 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

45. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.
46. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
47. 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.
48. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
49. 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 – JUNE 25, 2025**

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 25th day of June 2025 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

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

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

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

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

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

Commissioner Jones – Yes

Commissioner Smith

– Yes

Commissioner Beckendorff

– Yes

PUBLIC COMMENT

1. Brian Cantrell – Fire Marshal

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 – June 11, 2025 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Treasurer for approval of Monthly Report.

6. Request by County Treasurer for approval of Stale Dated check list.
7. Request by County Treasurer to approve new assignments of take home vehicles.
8. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers. *(no backup submitted)*
9. Request by County Auditor to approve official documents an all Monthly Reports.
10. Request by Procurement Director to advertise for bids for the Construction of the Sheriff's Office Maintenance Garage. Advertisement to be paid from line item 125-401-544100 [Bid Notice & Printing].
11. Request by County Engineer to vacate the Subdivision Plat for Carona Estates.
12. Request by County Engineer to approve the Final Plat of Bluestem Section 6 and accept the Construction Bond in Precinct 3.
13. Request by County Engineer to authorize the issuance of a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on August 6, 2025 Replat of Twinwood Commerce Center to amend Reserve 15C, Block 1. The amendment will create 2 separate commercial reserve by Owners Urban Twinwood, L.P.
14. Request to authorize issuance of notice in one or more newspapers of general circulation in Waller County, Texas for a public hearing to be held at the regular session of Commissioners Court on July 23, 2025 concerning the establishment of Waller County Urban Reinvestment Zone 16 pursuant to Texas Tax Code 312.401. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing].
15. Request by County Engineer to authorize the issuance of a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on August 6, 2025 Replat of Sky Lakes Subdivision to amend lot 103 and Reserve B of Sky Lakes Subdivision. The amendment will combine Lot 103 and a portion of Reserve B by Owners Patrick and Sara Noll.
16. Request by County Engineer to accept a Formal Utility Notice for ARM Energy Monument Interconnect to place a 16' steel pipeline to transport natural gas across Schlipf Rd. right-of-way in Precinct 4.
17. Request by County Engineer to accept a Formal Utility Notice for Si Energy to place a 4" HDPE pipeline in the right-of-way of Gassner Ln. in Precinct 3.
18. Request by County Engineer to accept a Formal Utility Notice for Cable Tex Communication to place Fiberoptic line in the right-of-way of Old Houston Hwy in Precinct 2.

19. Spread upon the minutes the Agreement with Sustainable Security Solutions for annual preventative maintenance services for detention hardware, doors, and security electronic systems in an amount of \$29,979.00 for the term June 25, 2025 through December 31, 2025. Funds to be paid from Sheriff's Office Commissary.

Requests to approve payments on the following:

20. Request by County Tax Assessor-Collector to approve refund in excess of \$500.00 in accordance with Article 31.11 State Property Tax Code.
21. \$202,539.75 for Invoice #5152025GWA to Waller County Appraisal District from line item 125-437-540500 [Tax Appraisal District].
22. \$1,125.00 for Invoice dated May 26, 2025 to Schmidt Funeral Home, Inc. from line item 125-423-540705 [Transport to Morgue].
23. \$675.00 for Invoice dated May 28, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].
24. \$5,200.00 for Invoice #1508 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
25. \$75,000.00 for Invoice #2662 to Waller County Economic Development from line item 125-411-547200 [Economic Development].
26. \$100.00 for Texas SmartBuy Dues to Texas Comptroller of Public Accounts from line item 125-411-562300 [County Organizational Dues].
27. \$4,642.83 for Invoice #065974-45 to Ecifax to be paid from line item 307-504-545000 [Maintenance].
28. \$4,024.68 for Invoice #505307 to Blueline TD, LLC from line item 125-600-545403 [Precinct 3 Building].
29. \$13,127.18 for Invoice #50600 to Blueline TD, LLC from line item 125-600-581901 [Vehicle Maintenance Garage].
30. \$4,982.80 for Invoice #50307, and \$2,408.43 for Invoice #50599, for a total of \$7,391.23 to Blueline TD, LLC from line item 125-600-545402 [Precinct 2 Building].
31. \$2,014.63 for Invoice #56 to King Architectural Consulting Services from line item 604-604-545405 [Professional Services].
32. \$7,814.98 for Invoice #304200.00-1 to Schaumburg & Polk, Inc for Professional Services rendered March 27, 2025 thru April 27, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].
33. \$6,817.20 for Invoice #65035800-0425-01 to Kimley-Horn and Associates, Inc. for Professional Services rendered April 3, 2025 thru April 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

34. \$167,048.60 for Invoice #202519478 to LJA Engineering, Inc. for Professional Services rendered April 26, 2025 through May 30, 2025 (11th Invoice). Funds to be paid from line item 605-605-545405 [Prof. Services].

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

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

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DIRECTOR OF POLICY & ADMINISTRATION

36. Approve amendments to the Waller County Commissioners Court Rules of Procedure, Conduct, and Decorum.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

37. Discussion on 2025 Legislative Session.

No action required.

38. Discussion on County Assistance Districts.

No action required.

39. Approve Sunterra Lakes Development Agreement.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion to table made by Commissioner Beckendorff, seconded by Commissioner Smith.

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

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

ECONOMIC DEVELOPMENT

40. Approve the Tax Abatement Agreement between Waller County, Texas and Grundfos CBS, Inc. Grundfos CBS, Inc. is the property owner and the tax abatement applicant. The property is located in the City of Brookshire Reinvestment Zone #3, the designation of which will be considered at the public hearing to be held by the City of Brookshire's City Council on June 5, 2025, prior to the approval of the Tax Abatement Agreement. If designated, City of Brookshire Reinvestment Zone #3 will be generally located in Brookshire, Texas west of Koomey Road, north of Cooper Road, and adjacent to Highway 90 to the north of City of Brookshire Reinvestment Zone #3. Grundfos CBS, Inc. will improve property in City of Brookshire Reinvestment Zone #3 by constructing a new manufacturing building intended for general industrial use that is approximately 125,000 square feet. The estimated cost of the building is approximately \$43,000,000. Grundfos CBS, Inc. will also install personal property used in the manufacturing process at an estimated cost of \$900,000.00.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

COUNTY ENGINEER

41. **Public Hearing:** Proposed Major Thoroughfare Plan/Map Amendment, by Astro Sunterra West, L.P. Sunterra Lakes North.

Public Hearing began at 10:31 a.m.

Luke Fortkamp – Asst County Engineer explained proposal.

No public comments received.

Public Hearing ended at 10:32 a.m.

42. Approve the Major Thoroughfare Plan/Map Amendment, by Astro Sunterra West, L.P. Sunterra Lakes North.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Yes

Commissioner Beckendorff

– Yes

SHERIFF

43. Approve the renewal of M.O.U. between DPS and Sheriff regarding certification of Commercial Vehicle Enforcement Authority for freight enforcement.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Yes

Commissioner Beckendorff

– Yes

44. Approve the renewal of the Waller ISD Contract for School Resource Officers. The contract requests two additional deputies, with equipment and patrol vehicles with a 70/30 split.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Yes

Commissioner Beckendorff

– Yes

GRANT MANAGER

45. Approve to authorize the County Grant Manager to submit an election security grant application to the Texas Secretary of State.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Yes

Commissioner Beckendorff

– Yes

PROCUREMENT DIRECTOR

46. Approve the purchase of camera system upgrade, additional cameras and equipment at Community Center from Linktas LLC in an amount of \$11,300.00. Funds to be paid from line item 125-442-544400 [Facility Renovations].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Yes

Commissioner Beckendorff

– Yes

47. Approve Bill of Sale with Enterprise Fleet Management for 2019 Ford F150 for Constable Precinct 1 in an amount of \$401.00. Funds to be paid from line item 125-511-587523 [Fleet Management].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

48. Approve Bill of Sale with Enterprise Fleet Management for 2020 Ford F150 for Environmental in an amount of \$1,716.85. Funds to be paid from line item 125-443-587523 [Fleet Management].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

AUDITOR

49. Approve engagement letter between Waller County and Stephen L. Crain Consulting, LLC to be paid from line item 125-411-540700 [Audit].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

COMMISSIONER, PRECINCT 3

50. Discuss and take action on mobility bond fund assignments in Precinct 3.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

MISCELLANEOUS

Advanced to Agenda Items 52-57

- ~~52. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~

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

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

EXECUTIVE SESSION

54. ~~Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer. Item WITHDRAWN.~~
55. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725. Item WITHDRAWN.~~
56. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
- Court convened to Executive Session at 10:53 a.m.
Court reconvened from Executive Session at 11:38 a.m.
57. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session. Item WITHDRAWN.~~

Returned to Agenda Item 51

51. ~~Discuss and take action on Woods Rd. in Precinct 4. Item WITHDRAWN.~~

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Smith seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Angler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

Meeting was **ADJOURNED** at 11:39 a.m.

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

Debbie Hollan, Waller County Clerk

By: _____
Stephanie Tompkins, Chief Deputy Clerk

APPROVED this the 9th day of July 2025.

Carbett "Trey" J. Duhon, III
County Judge

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

– Texas Government Code 61.0015 –

COMPTROLLER USE ONLY								
AGY	COBJ	TC	FUND	AY	PCA	APPROVAL	DOCUMENT NUMBER	DOCUMENT AMOUNT
241	7612	225	0328	25	04885			

County name/address for warrant or direct deposit notification Liz Pirkle Waller County District Clerk 836 Austin St, Rm 318 Hempstead, Texas 77445-4673	County taxpayer identification number 17460010790	Mail code 001
--	---	-------------------------

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

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

THIS SECTION TO BE COMPLETED BY COUNTY

JUROR PAYMENT REIMBURSEMENT REQUEST					
CALENDAR CLAIM QUARTER	CLAIM DUE BY	CLAIM WILL BE PAID BY	AMOUNT REQUESTED		
Q2 April 1 to June 30 2025	July 18, 2025	August 15, 2025	\$10,872.00		

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

COUNTY CERTIFICATION		
I, <u>Carbett "Trey" Duhon</u> , the authorized official of the Commissioner's Court of Waller County hereby certify that the amounts requested are due and payable pursuant to Section 61.0015 (b) of the Government Code and are to the best of my knowledge true and correct.		
Authorized Official/Commissioner's Court	Title	Date

sign here ▶

COUNTY CONTACT INFORMATION		
Person to contact regarding information on this form Name & Title	Contact E-mail	Contact Phone Number
<u>Julie Loudin</u> <u>Asst. Auditor</u>	<u>j.loudin@wallercounty.us</u>	<u>979-826-7740</u>

COMPTROLLER'S JUDICIARY SECTION APPROVAL	
I approve this request for payment and to the best of my knowledge this request for payment is true and correct. This payment complies with Section 61.0015 of the Texas Government Code.	
☐ Direct deposit ☐ Check enclosed	
Audited by:	Date

SEE REVERSE SIDE FOR PROCEDURES AND FURTHER INSTRUCTIONS

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

SUPPORTING DOCUMENTATION

1 2 3 4

County Name

Supporting Documentation

Quarterly Date
 Range 4/1/2025 –
 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay \$14.00	2nd Day& Addt'l days/\$52.00	
Jury Type-+		PETIT JURY					
1	4/2/2025	ETIENNE JOHNSON	1	20.00	1	0	14.00
2	4/2/2025	DEBRA KYSER	1	20.00	1	0	14.00
3	4/2/2025	GEMMA BLOODWORTH	1	20.00	1	0	14.00
4	4/2/2025	CHRISTINE RICHARDS	1	20.00	1	0	14.00
5	4/2/2025	KATRINA GAILS	1	20.00	1	0	14.00
6	4/2/2025	LAWRENCE BOYD JR	1	20.00	1	0	14.00
7	4/2/2025	SANDRA KOCH	1	20.00	1	0	14.00
8	4/2/2025	STEVEN BAKER	1	20.00	1	0	14.00
9	4/2/2025	ROXANA RICO	1	20.00	1	0	14.00
10	4/2/2025	WILLIE LEE III	1	20.00	1	0	14.00
11	4/2/2025	GENE SANDIFER	1	20.00	1	0	14.00
12	4/2/2025	CORI HERR	1	20.00	1	0	14.00
13	4/2/2025	KAREN TAYLOR	1	20.00	1	0	14.00
14	4/2/2025	VAN VO	1	20.00	1	0	14.00
15	4/2/2025	PATRICIA SANTOS	1	20.00	1	0	14.00
16	4/2/2025	JULIA BORDAGES	1	20.00	1	0	14.00
17	4/8/2025	NICOLE DEVORE	1	20.00	1	0	14.00
18	4/8/2025	ROSEINA WILSON	1	20.00	1	0	14.00
19	4/8/2025	CADEN WELCH	1	20.00	1	0	14.00
20	4/8/2025	JULIE MOUTON	1	20.00	1	0	14.00
21	4/8/2025	CADE CHROMCAK	1	20.00	1	0	14.00
22	4/8/2025	DONALD SHEDD	1	20.00	1	0	14.00
23	4/8/2025	BOBBIE HICKS	1	20.00	1	0	14.00
24	4/8/2025	WILLIAM PILCHER	1	20.00	1	0	14.00
25	4/8/2025	ANNA SNEGIREV	1	20.00	1	0	14.00
26	4/8/2025	NANCY SCHULTZ	1	20.00	1	0	14.00
27	4/8/2025	TEMITOPE OJO	1	20.00	1	0	14.00
28	4/8/2025	DARRYL GRIFFIN	1	20.00	1	0	14.00
29	4/8/2025	MIGUEL GONZALEZ	1	20.00	1	0	14.00
30	4/8/2025	HAILEY TUCKER	1	20.00	1	0	14.00
							420.00

6"X" 74-215
 \. ' (2..f6)

STATE OF TEXAS
 COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

Item 5.

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

Quarterly Date
 Range 4/1/2025 –
 6/30/2025

Grand Total Amount Requested

County Name

Waller

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay \$14.00	2nd Day& Addt'l days/\$52.00	
Jury Type-+		PETIT JURY					
1	4/8/2025	LESLIE SCARBOROUGH	1	20.00	1	0	14.00
2	4/8/2025	PRAMCHAND DWARKA	1	20.00	1	0	14.00
3	4/8/2025	LEDDY ANONSON	1	20.00	1	0	14.00
4	4/8/2025	DAVID PAZ	1	20.00	1	0	14.00
5	4/8/2025	LUIS BARAJAS	1	20.00	1	0	14.00
6	4/8/2025	JERRY HICKS	1	20.00	1	0	14.00
7	4/8/2025	ROBERT SANDERS	1	20.00	1	0	14.00
8	4/8/2025	ANGELINA LEWIS	1	20.00	1	0	14.00
9	4/8/2025	BRIAN SMITH	1	20.00	1	0	14.00
10	4/8/2025	FREN PENN III	1	20.00	1	0	14.00
11	4/8/2025	GERARDO NOVELO	1	20.00	1	0	14.00
12	4/8/2025	MELVIN BRYANT JR	1	20.00	1	0	14.00
13	4/8/2025	HARRY HA	1	20.00	1	0	14.00
14	4/8/2025	SHIVRAS DALVI	1	20.00	1	0	14.00
15	4/8/2025	SAICHANDRA KALVAKOTA	1	20.00	1	0	14.00
16	4/8/2025	MICHAEL HERZOG	1	20.00	1	0	14.00
17	4/8/2025	ANGEL SANCHEZ	1	20.00	1	0	14.00
18	4/8/2025	RIZZA DELA ROSA	1	20.00	1	0	14.00
19	4/8/2025	KATELIN ECKERSLEY	1	20.00	1	0	14.00
20	4/8/2025	TONYA BENNETT-SIMS	1	20.00	1	0	14.00
21	4/8/2025	FLORINE MUSE	1	20.00	1	0	14.00
22	4/8/2025	DENNIS BELL	1	20.00	1	0	14.00
23	4/8/2025	KRISTI DENMAN	1	20.00	1	0	14.00
24	4/8/2025	CHRISTIAN SEPULVEDA	1	20.00	1	0	14.00
25	4/8/2025	KIM MCBRIDE	1	20.00	1	0	14.00
26	4/8/2025	MARTIN HOTCHKISS	1	20.00	1	0	14.00
27	4/8/2025	CATHERINE MATSON	1	20.00	1	0	14.00
28	4/8/2025	CYNTHIA COLEMAN	1	20.00	1	0	14.00
29	4/8/2025	PARKER SORRELS	1	20.00	1	0	14.00
30	4/8/2025	JOHNATHAN HUNT	1	20.00	1	0	14.00
							420.00

6"X" 74-215
 \. (2..116)

STATE OF TEXAS
 COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

Item 5.

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

Quarterly Date Range
 4/1/2025 - 6/30/2025

Grand Total Amount Requested

County Name

Waller

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay \$14.00	2nd Day & Addt'l days/\$52.00	
Jury Type-+		PETIT JURY					
1	4/8/2025	MIRELA BICAKCIC	1	20.00	1	0	14.00
2	4/8/2025	EVA VALDES ACEVEDO	1	20.00	1	0	14.00
3	4/8/2025	VANESSA FABELA	1	20.00	1	0	14.00
4	4/8/2025	JUANITA GAINES	1	20.00	1	0	14.00
5	4/8/2025	JENNIFER LEO	1	20.00	1	0	14.00
6	4/8/2025	RICHARD ABNER JR	1	20.00	1	0	14.00
7	4/8/2025	ELIZABETH ABODERIN-ADEOYE	1	20.00	1	0	14.00
8	4/8/2025	SAMUEL ABRAHAM	4	252.00	1	3	170.00
9	4/8/2025	MARIE ADAMS	1	20.00	1	0	14.00
10	4/8/2025	RONALD ADAMS	1	20.00	1	0	14.00
11	4/8/2025	DAVID AGUILAR	1	20.00	1	0	14.00
12	4/8/2025	JESUS ALVAREZ	4	252.00	1	3	170.00
13	4/8/2025	SALLY BERNARD	4	252.00	1	3	170.00
14	4/8/2025	VENJIE BERONGOY	1	20.00	1	0	14.00
15	4/8/2025	GLENN BERRY	1	20.00	1	0	14.00
16	4/8/2025	GUALBERTO BESA	1	20.00	1	0	14.00
17	4/8/2025	WENDY BIGGS	1	20.00	1	0	14.00
18	4/8/2025	JOHN BLACKMON	1	20.00	1	0	14.00
19	4/8/2025	CHAD BROWN	1	20.00	1	0	14.00
20	4/8/2025	FELICIA BROWN	1	20.00	1	0	14.00
21	4/8/2025	ASHLYN BRUNSON	4	252.00	1	3	170.00
22	4/8/2025	GREGORY BYLAND	1	20.00	1	0	14.00
23	4/8/2025	JULIE BYRNE	1	20.00	1	0	14.00
24	4/8/2025	DUSTIN CARTER	1	20.00	1	0	14.00
25	4/8/2025	JAYDEN CHAMBERS	1	20.00	1	0	14.00
26	4/8/2025	LOGAN CHEEK	1	20.00	1	0	14.00
27	4/8/2025	TAMMY CLOUD	1	20.00	1	0	14.00
28	4/8/2025	VERONICA COOPER	4	252.00	1	3	170.00
29	4/8/2025	JAIME DAVIS	1	20.00	1	0	14.00
30	4/8/2025	JENNIFER DEGHELDER	1	20.00	1	0	14.00
							1200.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 - 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 4/8/2025	GREGORY DUNCAN	1	20.00	1	0	14.00
2 4/8/2025	MARK ELY	1	20.00	1	0	14.00
3 4/8/2025	CLARENCE FALLIN JR	1	20.00	1	0	14.00
4 4/8/2025	CHARLES FINKLEA JR	1	20.00	1	0	14.00
5 4/8/2025	CRAIG FISHER	1	20.00	1	0	14.00
6 4/8/2025	ERIN FRANCIS	1	20.00	1	0	14.00
7 4/8/2025	LINDA FURRIER	1	20.00	1	0	14.00
8 4/8/2025	KATHRYN GARZA	1	20.00	1	0	14.00
9 4/8/2025	DONNA GILKEY-PRUITT	1	20.00	1	0	14.00
10 4/8/2025	DIANA GONZALEZ	1	20.00	1	0	14.00
11 4/8/2025	DORA GOSTECNIK	1	20.00	1	0	14.00
12 4/8/2025	LAURA GUDELMAN	1	20.00	1	0	14.00
13 4/8/2025	ROGELIO GUZMAN	1	20.00	1	0	14.00
14 4/8/2025	COLT HAACK	1	20.00	1	0	14.00
15 4/8/2025	JUSTIN HARMON	4	252.00	1	3	170.00
16 4/8/2025	JAMES HARRIS JR	1	20.00	1	0	14.00
17 4/8/2025	MARK HENTSCHEL	1	20.00	1	0	14.00
18 4/8/2025	BARBARA HOBART	4	20.00	1	3	170.00
19 4/8/2025	PATRICK HOOTEN	1	20.00	1	0	14.00
20 4/8/2025	JAMES HOWARD	1	20.00	1	0	14.00
21 4/8/2025	MICHAEL KANA	4	20.00	1	3	170.00
22 4/8/2025	TERESA KISER	4	20.00	1	3	170.00
23 4/8/2025	JOSHUA LAMERE	1	20.00	1	0	14.00
24 4/8/2025	ANTHONY LANGLEY	4	20.00	1	3	170.00
25 4/8/2025	DARNISHA LYKES	1	20.00	1	0	14.00
26 4/8/2025	TONY MATTHEWS JR	1	20.00	1	0	14.00
27 4/8/2025	RONALD MOREN	1	20.00	1	0	14.00
28 4/8/2025	ROSA NAVARRO	1	20.00	1	0	14.00
29 4/8/2025	KIPPI NEVELS	1	20.00	1	0	14.00
30 4/8/2025	ELISE OBERST	4	252.00	1	3	170.00
						1356.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Addtl days/\$52.00	
Jury Type-+	PETIT JURY					
1 4/8/2025	ANDREW OGG	1	20.00	1	0	14.00
2 4/8/2025	JESSICA OLIVO	1	20.00	1	0	14.00
3 4/8/2025	OLUWAFEMI OMOYAJOWO	1	20.00	1	0	14.00
4 4/8/2025	OYEBOWALE OYENUGA	1	20.00	1	0	14.00
5 4/8/2025	JASON PAUL	1	20.00	1	0	14.00
6 4/8/2025	CHRISTOPHER PFEFFER	1	20.00	1	0	14.00
7 4/8/2025	MICHAEL PONCE	1	20.00	1	0	14.00
8 4/8/2025	CHRISTOPHER PRICE	1	20.00	1	0	14.00
9 4/8/2025	CHARLIE PRUITT	1	20.00	1	0	14.00
10 4/8/2025	ASHLEY PUGH	1	20.00	1	0	14.00
11 4/8/2025	PHILIP REEVES	1	20.00	1	0	14.00
12 4/8/2025	CAITLIN REOCH	1	20.00	1	0	14.00
13 4/8/2025	RUDOLPH RICHARD	1	20.00	1	0	14.00
14 4/8/2025	NANCY RIVERA	1	20.00	1	0	14.00
15 4/8/2025	FRANCIS RODZEN	1	20.00	1	0	14.00
16 4/8/2025	MICHAEL ROSAS	1	20.00	1	0	14.00
17 4/8/2025	LITONYA ROY	4	20.00	1	3	170.00
18 4/8/2025	ANGELICA SALAZAR	1	20.00	1	0	14.00
19 4/8/2025	JAMES SAWYER JR	1	20.00	1	0	14.00
20 4/8/2025	JOHN SEALE JR	1	20.00	1	0	14.00
21 4/8/2025	MIRANDA SKARPA	1	20.00	1	0	14.00
22 4/8/2025	MANFRED SKIEBE	1	20.00	1	0	14.00
23 4/8/2025	AMY SMITH	1	20.00	1	0	14.00
24 4/8/2025	TERESA SMITHEY	1	20.00	1	0	14.00
25 4/8/2025	GILMAR SOTO MELENDEZ	1	20.00	1	0	14.00
26 4/8/2025	MICHAEL SPRINGER	1	20.00	1	0	14.00
27 4/8/2025	ERIC SPRINGMAN	1	20.00	1	0	14.00
28 4/8/2025	EDWIN SULLIVAN	1	20.00	1	0	14.00
29 4/8/2025	GARRAN TACKITT	1	20.00	1	0	14.00
30 4/8/2025	HANNAH TOMPKINS	1	20.00	1	0	14.00
						576.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 4/8/2025	JESUS VASQUEZ JR	1	20.00	1	0	14.00
2 4/8/2025	JANIS WADE	1	20.00	1	0	14.00
3 4/8/2025	EARNESTEAN WALTON	1	20.00	1	0	14.00
4 4/8/2025	JAY WATSON-JESSE	1	20.00	1	0	14.00
5 4/8/2025	DANIEL WEBSTER	1	20.00	1	0	14.00
6 4/8/2025	JORDON WHITE	1	20.00	1	0	14.00
7 4/8/2025	MARIANNE WILLIAMS	1	20.00	1	0	14.00
8 4/8/2025	CURTIS WILMORE	1	20.00	1	0	14.00
9 4/8/2025	DONNA WORKMAN	4	252.00	1	3	170.00
10 4/8/2025	JERRY YODER	4	20.00	1	3	170.00
11 4/28/2025	MARGARITA ZUNIGA	1	20.00	1	0	14.00
12 4/28/2025	KYLIE FRIDRICH	1	20.00	1	0	14.00
13 4/28/2025	KALEB SNELL	1	20.00	1	0	14.00
14 4/28/2025	CATHERINE NGUYEN	1	20.00	1	0	14.00
15 4/28/2025	HAI TRAN	1	20.00	1	0	14.00
16 4/28/2025	ISSAC ESTRADA	1	20.00	1	0	14.00
17 4/28/2025	WILLIAM LESTER	1	20.00	1	0	14.00
18 4/28/2025	ANGELA ANDRADE	1	20.00	1	0	14.00
19 4/28/2025	HUNBERTO NINO	1	20.00	1	0	14.00
20 4/28/2025	SAMANTHA WANT	1	20.00	1	0	14.00
21 4/28/2025	BRANDON BRUNNER	1	20.00	1	0	14.00
22 4/28/2025	THOMAS MITCHELL	1	20.00	1	0	14.00
23 4/28/2025	LOVELL HOOD	1	20.00	1	0	14.00
24 4/28/2025	LIZBETH LONGORIO DEL RIO	1	20.00	1	0	14.00
25 4/28/2025	REYNA HERNANDEZ-ALEMAN	1	20.00	1	0	14.00
26 4/28/2025	LEODANI ANDINO	1	20.00	1	0	14.00
27 4/28/2025	JESSICA FUENTES	1	20.00	1	0	14.00
28 4/28/2025	MELLISSA NEWCOMB	1	20.00	1	0	14.00
29 4/28/2025	CYNTHIA PERRY	1	20.00	1	0	14.00
30 4/28/2025	GABRIEL DADA	1	20.00	1	0	14.00
						732.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 4/28/2025	VICTOR SMITH JR	1	20.00	1	0	14.00
2 4/28/2025	CHERYL MCCOOL	1	20.00	1	0	14.00
3 4/28/2025	SAMUEL PYKA	1	20.00	1	0	14.00
4 5/6/2025	EDWARD ALLEN	1	20.00	1	0	14.00
5 5/6/2025	AJAY AMBATI	1	20.00	1	0	14.00
6 5/6/2025	RENEE ARKADIE	1	20.00	1	0	14.00
7 5/6/2025	FLOR BELYEU	1	20.00	1	0	14.00
8 5/6/2025	SHARON BILLS	1	20.00	1	0	14.00
9 5/6/2025	NORA BRITTON	1	20.00	1	0	14.00
10 5/6/2025	MONICA BROUGHTON	1	20.00	1	0	14.00
11 5/6/2025	TAURINO BUENO	1	20.00	1	0	14.00
12 5/6/2025	MATTHEW CARL	1	20.00	1	0	14.00
13 5/6/2025	LEIDA CARRERO	1	20.00	1	0	14.00
14 5/6/2025	PAMELA CARRISALEZ	3	136.00	1	2	118.00
15 5/6/2025	CONSTANZE CASTILLO	1	20.00	1	0	14.00
16 5/6/2025	SUSAN CLINE	1	20.00	1	0	14.00
17 5/6/2025	PLEASANCE COOKS	1	20.00	1	0	14.00
18 5/6/2025	NORMA CORTEZ	1	20.00	1	0	14.00
19 5/6/2025	CRYSTAL COURVILLE	1	20.00	1	0	14.00
20 5/6/2025	RUBEN CRUZ	1	20.00	1	0	14.00
21 5/6/2025	KAREN CRYER	1	20.00	1	0	14.00
22 5/6/2025	EMILY CUNNINGHAM	3	136.00	1	2	118.00
23 5/6/2025	CHRISTOPHER DAUPHINAIS	1	20.00	1	0	14.00
24 5/6/2025	NADIA DIAZ	1	20.00	1	0	14.00
25 5/6/2025	ROCKY EAST	1	20.00	1	0	14.00
26 5/6/2025	ERIC FELKER	1	20.00	1	0	14.00
27 5/6/2025	PATRICIA FRAGOSO	1	20.00	1	0	14.00
28 5/6/2025	DIRIS WOODARD	1	20.00	1	0	14.00
29 5/6/2025	LINDA GASPAR	1	20.00	1	0	14.00
30 5/6/2025	PAMELA GILBERT	1	20.00	1	0	14.00
						628.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Addtl days/\$52.00	
Jury Type-+	PETIT JURY					
1 5/6/2025	JENNIFER GILLESPIE	1	20.00	1	0	14.00
2 5/6/2025	FERNANDO GOMEZ	3	136.00	1	2	118.00
3 5/6/2025	RUEBEN GONZALES	1	20.00	1	0	14.00
4 5/6/2025	ASHTON GRACE	1	20.00	1	0	14.00
5 5/6/2025	BRENDA GRANT	1	20.00	1	0	14.00
6 5/6/2025	KENDAL HAMBLIN	1	20.00	1	0	14.00
7 5/6/2025	STEPHANIE HARRIS-GREEN	1	20.00	1	0	14.00
8 5/6/2025	LORENE HARTFIEL	1	20.00	1	0	14.00
9 5/6/2025	RYAN HELLUMS	3	136.00	1	2	118.00
10 5/6/2025	MARTIN HERRERA	1	20.00	1	0	14.00
11 5/6/2025	THI HOANG	1	20.00	1	0	14.00
12 5/6/2025	KEEGAN HOWARD	1	20.00	1	0	14.00
13 5/6/2025	LACINE HUNT	3	136.00	1	2	118.00
14 5/6/2025	LAJUNA HUNT	1	20.00	1	0	14.00
15 5/6/2025	MICHELLE IRVIN	1	20.00	1	0	14.00
16 5/6/2025	MARJON JACKSON	3	136.00	1	2	118.00
17 5/6/2025	JALON JACKSON LAW	1	20.00	1	0	14.00
18 5/6/2025	DYLAN JAMES	1	20.00	1	0	14.00
19 5/6/2025	SAMUEL JONES	1	20.00	1	0	14.00
20 5/6/2025	ERIK JORGENSEN-TJORNEHOJ	1	20.00	1	0	14.00
21 5/6/2025	NICHOLE KRAMPOTA	1	20.00	1	0	14.00
22 5/6/2025	KATHLEEN LEONARD	1	20.00	1	0	14.00
23 5/6/2025	AMANDA LESTER	1	20.00	1	0	14.00
24 5/6/2025	SHAWNA LOCASCIO	1	20.00	1	0	14.00
25 5/6/2025	TINA LOERCH	1	20.00	1	0	14.00
26 5/6/2025	GEORGIA LUCIER	1	20.00	1	0	14.00
27 5/6/2025	SHARON MCAMIS	1	20.00	1	0	14.00
28 5/6/2025	JEFFREY MCCORMICK	1	20.00	1	0	14.00
29 5/6/2025	BETTY MCDADE	1	20.00	1	0	14.00
30 5/6/2025	CARINA MEDINA	1	20.00	1	0	14.00
						836.00

6"X" 74-215
 \ (2..116)

STATE OF TEXAS
 COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

Item 5.

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
 4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 5/6/2025	ARTURO MEJIA-ZELAYANDIA	3	136.00	1	2	118.00
2 5/6/2025	MANUEL MENDOZA	1	20.00	1	0	14.00
3 5/6/2025	MOHAMMAD MERCADO	1	20.00	1	0	14.00
4 5/6/2025	ANGELA METOYER	3	136.00	1	2	118.00
5 5/6/2025	KAREN MONGE GUZMAN	3	136.00	1	2	118.00
6 5/6/2025	ALBERT MOORE III	1	20.00	1	0	14.00
7 5/6/2025	KARINA MUNOZ	1	20.00	1	0	14.00
8 5/6/2025	TERI NICHOLS	1	20.00	1	0	14.00
9 5/6/2025	MONICA PADILLA	1	20.00	1	0	14.00
10 5/6/2025	KARLA POLANCO	1	20.00	1	0	14.00
11 5/6/2025	ELIUD RADILLA	1	20.00	1	0	14.00
12 5/6/2025	WENDY RAMIREZ	1	20.00	1	0	14.00
13 5/6/2025	BLESSIN REID	1	20.00	1	0	14.00
14 5/6/2025	RONALD ROBERTS	1	20.00	1	0	14.00
15 5/6/2025	BRYAN RUSH	1	20.00	1	0	14.00
16 5/6/2025	ALICIA RUSH	3	136.00	1	2	118.00
17 5/6/2025	STEPHANIE SCHMIDT	1	20.00	1	0	14.00
18 5/6/2025	REBECCA SHIPMAN	1	20.00	1	0	14.00
19 5/6/2025	MORGAN SHRIMPLIN	1	20.00	1	0	14.00
20 5/6/2025	CANDACE SMITH	3	136.00	1	2	118.00
21 5/6/2025	SANDRA SNYDER	1	20.00	1	0	14.00
22 5/6/2025	MELISSA STEINHAUSER	1	20.00	1	0	14.00
23 5/6/2025	ROBIN STILTNER	1	20.00	1	0	14.00
24 5/6/2025	MELISSA SUMMERFORD	1	20.00	1	0	14.00
25 5/6/2025	MARK TATE	1	20.00	1	0	14.00
26 5/6/2025	BRADEN TAYLOR	1	20.00	1	0	14.00
27 5/6/2025	RONALD TURNER	1	20.00	1	0	14.00
28 5/6/2025	CYNTHIA WHITE	1	20.00	1	0	14.00
29 5/6/2025	MATHEW WHITE	1	20.00	1	0	14.00
30 5/6/2025	ETTA WILSON	1	20.00	1	0	14.00
						940.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 - 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 5/6/2025	ANDREW WOLFKILL	3	136.00	1	2	118.00
2 5/6/2025	BRUQAYYAH WRIGHT	3	136.00	1	2	118.00
3 5/12/2025	JUSTIN BEISER	1	20.00	1	0	14.00
4 5/12/2025	CHEYENNE BEISSNER	1	20.00	1	0	14.00
5 5/12/2025	MISHA BHATIA	1	20.00	1	0	14.00
6 5/12/2025	JOHNNY BONIABY	1	20.00	1	0	14.00
7 5/12/2025	ERIK DEHAVEN	1	20.00	1	0	14.00
8 5/12/2025	JAMES DOUTHITT	1	20.00	1	0	14.00
9 5/12/2025	FREDDIE DRAKE	1	20.00	1	0	14.00
10 5/12/2025	AUSTIN FERGUSON	1	20.00	1	0	14.00
11 5/12/2025	VIRGINIA FRANKE	1	20.00	1	0	14.00
12 5/12/2025	SARA GARCIA	1	20.00	1	0	14.00
13 5/12/2025	YULE HERNANDEZ	1	20.00	1	0	14.00
14 5/12/2025	JOHN HOWARD	1	20.00	1	0	14.00
15 5/12/2025	RANDY JACKSON	1	20.00	1	0	14.00
16 5/12/2025	ROBERT JANCZAK	1	20.00	1	0	14.00
17 5/12/2025	DIANA JUAREZ	1	20.00	1	0	14.00
18 5/12/2025	HUN KANG	1	20.00	1	0	14.00
19 5/12/2025	SAMI KHAN	1	20.00	1	0	14.00
20 5/12/2025	LETITIA LEDESMA	1	20.00	1	0	14.00
21 5/12/2025	YISEL MARTINEZ	1	20.00	1	0	14.00
22 5/12/2025	TUNJUINAE MAYES	1	20.00	1	0	14.00
23 5/12/2025	ELMER MCDANIEL III	1	20.00	1	0	14.00
24 5/12/2025	OLIVIA MIDDLETON	1	20.00	1	0	14.00
25 5/12/2025	JOSEPH MIYAKO	1	20.00	1	0	14.00
26 5/12/2025	MARNI MORRIS-WISHART	1	20.00	1	0	14.00
27 5/12/2025	SHANNON MYINT	1	20.00	1	0	14.00
28 5/12/2025	IRVIN NEGRON	1	20.00	1	0	14.00
29 5/12/2025	KIMBERLY NELOMS	1	20.00	1	0	14.00
30 5/12/2025	JONATHON PHAM	1	20.00	1	0	14.00
						628.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 5/6/2025	WILLIAM POPE	1	20.00	1	0	14.00
2 5/6/2025	SOFIA PUEBLOS	1	20.00	1	0	14.00
3 5/12/2025	ERICK QUINTANILLA	1	20.00	1	0	14.00
4 5/12/2025	MANUEL RAMIREZ	1	20.00	1	0	14.00
5 5/12/2025	RENE RAMIREZ JR	1	20.00	1	0	14.00
6 5/12/2025	DANIEL RAMOS	1	20.00	1	0	14.00
7 5/12/2025	DANIEL ROMAN BUSTAMANTE	1	20.00	1	0	14.00
8 5/12/2025	ALAHNNA SCHMIDT	1	20.00	1	0	14.00
9 5/12/2025	NANCY SIERRA-FLORES	1	20.00	1	0	14.00
10 5/12/2025	MARCUS SMITH	1	20.00	1	0	14.00
11 5/12/2025	TINSLEY SMITH	1	20.00	1	0	14.00
12 5/12/2025	EDWARD STALHOOD	1	20.00	1	0	14.00
13 5/12/2025	CAROL TAPIA	1	20.00	1	0	14.00
14 5/12/2025	DANIEL VANHORN	1	20.00	1	0	14.00
15 5/12/2025	MICHAEL VILLANUEVA	1	20.00	1	0	14.00
16 5/12/2025	WILLIAM WALKER	1	20.00	1	0	14.00
17 5/12/2025	YOVITA WIHARDI	1	20.00	1	0	14.00
18 5/12/2025	NANCY WYATT	1	20.00	1	0	14.00
19 5/12/2025	LING XU	1	20.00	1	0	14.00
20 5/12/2025	FRANCES YIEH	1	20.00	1	0	14.00
21 6/9/2025	MEGEN ALLEN	3	194.00	1	2	118.00
22 6/9/2025	ROGER ANDERSON	1	20.00	1	0	14.00
23 6/9/2025	VICTOR ARAMBULA	1	20.00	1	0	14.00
24 6/9/2025	OLUSHOLA AYODELE	1	20.00	1	0	14.00
25 6/9/2025	SANDRA CHIA	1	20.00	1	0	14.00
26 6/9/2025	ALEXIS CORONADO	1	20.00	1	0	14.00
27 6/9/2025	LISA CRAIG	1	20.00	1	0	14.00
28 6/9/2025	ROBERT CRUZ	3	194.00	1	2	118.00
29 6/9/2025	AUDRA CURTIS	1	20.00	1	0	14.00
30 6/9/2025	TAMAYA CURTIS	1	20.00	1	0	14.00
						628.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 - 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 6/9/2025	GLENDA DEGAGNE	1	20.00	1	0	14.00
2 6/9/2025	JOHN DEMENT	1	20.00	1	0	14.00
3 6/9/2025	BOBBY DUNN	1	20.00	1	0	14.00
4 6/9/2025	RICHARD FORRESTER	3	194.00	1	2	118.00
5 6/9/2025	JERRY FOX	1	20.00	1	0	14.00
6 6/9/2025	TIMOTHY FRIEDEL	1	20.00	1	0	14.00
7 6/9/2025	CAROLLE GALLIEN	1	20.00	1	0	14.00
8 6/9/2025	JUAN GARCIA	3	194.00	1	2	118.00
9 6/9/2025	EVANGELINA GARZA	1	20.00	1	0	14.00
10 6/9/2025	MAYRA GOMEZ	1	20.00	1	0	14.00
11 6/9/2025	CAROL GRAHAM	3	194.00	1	2	118.00
12 6/9/2025	DENISE GRANT	1	20.00	1	0	14.00
13 6/9/2025	ISABELLE GSELL	1	20.00	1	0	14.00
14 6/9/2025	MARY HALL	1	20.00	1	0	14.00
15 6/9/2025	MARGARET HOLZ	1	20.00	1	0	14.00
16 6/9/2025	JONATHAN HUERTA	1	20.00	1	0	14.00
17 6/9/2025	THOMAS JACKSON JR	1	20.00	1	0	14.00
18 6/9/2025	SARAH JOHNSON-LASKER	1	20.00	1	0	14.00
19 6/9/2025	CORINNA JOSS	1	20.00	1	0	14.00
20 6/9/2025	K-C KAY	3	194.00	1	2	118.00
21 6/9/2025	JEFFREY KEMP	1	20.00	1	0	14.00
22 6/9/2025	MARK KULISEK JR	1	20.00	1	0	14.00
23 6/9/2025	TREVER LAND	1	20.00	1	0	14.00
24 6/9/2025	GRAYSON LAVIN	1	20.00	1	0	14.00
25 6/9/2025	LISA LONGMIRE KEMPF	1	20.00	1	0	14.00
26 6/9/2025	BRIAN LYNN	3	194.00	1	2	118.00
27 6/9/2025	PAUL MATTERN	1	20.00	1	0	14.00
28 6/9/2025	DEREK MAXWELL	1	20.00	1	0	14.00
29 6/9/2025	CYNTHIA MCCULLOUGH	3	194.00	1	2	118.00
30 6/9/2025	SUSAN MENARD	3	194.00	1	2	118.00
						1148.00

6"X" 74-215
 \. (2...#6)

STATE OF TEXAS
 COMPTROLLER'S JUDICIARY SECTION

Item 5.

Please Circle Claim Qua

1 2 3 4

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

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name

Quarterly Date Range
 4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay \$14.00	2nd Day & Addt'l days/\$52.00	
Jury Type-+		PETIT JURY					
1	6/9/2025	CHRISTOPHER MILLER	1	20.00	1	0	14.00
2	6/9/2025	JONATHAN MITCHELL	1	20.00	1	0	14.00
3	6/9/2025	EDMUNDO MONTALVO	1	20.00	1	0	14.00
4	6/9/2025	MARIO MORA GUTIERREZ	3	194.00	1	2	118.00
5	6/9/2025	LATANYA MOSLEY	1	20.00	1	0	14.00
6	6/9/2025	DENNIS MURPHREE	1	20.00	1	0	14.00
7	6/9/2025	RYAN OCAIN	1	20.00	1	0	14.00
8	6/9/2025	KAREN PEDRAZA	1	20.00	1	0	14.00
9	6/9/2025	RUBEN PEREZ	1	20.00	1	0	14.00
10	6/9/2025	GLODIE POSHO KAZOLA	1	20.00	1	0	14.00
11	6/9/2025	ANGEL QUINTERO	3	194.00	1	2	118.00
12	6/9/2025	MEAGAN REESE	1	20.00	1	0	14.00
13	6/9/2025	THADDAEUS RHONE	1	20.00	1	0	14.00
14	6/9/2025	TREVOR RILEY	3	194.00	1	2	118.00
15	6/9/2025	DEBRA ROBINSON	1	20.00	1	0	14.00
16	6/9/2025	HIGINIO RODRIGUEZ	1	20.00	1	0	14.00
17	6/9/2025	MARLEN PADILLA	1	20.00	1	0	14.00
18	6/9/2025	MELLAIN SALINAS	3	194.00	1	2	118.00
19	6/9/2025	CATHERINE SCHMEDDING	1	20.00	1	0	14.00
20	6/9/2025	JONATHAN STRAND	1	20.00	1	0	14.00
21	6/9/2025	EDWARD TAMAYO	1	20.00	1	0	14.00
22	6/9/2025	KWUN TANG	1	20.00	1	0	14.00
23	6/9/2025	RICHARD TAPPAN	1	20.00	1	0	14.00
24	6/9/2025	KERRY TAYLOR	1	20.00	1	0	14.00
25	6/9/2025	WINSTON TAYLOR	3	194.00	1	2	118.00
26	6/9/2025	TERRY TIDWELL	1	20.00	1	0	14.00
27	6/9/2025	PORFIRIO VELASCO	1	20.00	1	0	14.00
28	6/9/2025	BRIAN WASHINGTON JR	1	20.00	1	0	14.00
29	6/9/2025	ANTHONY DEAN	1	20.00	1	0	14.00
30	6/9/2025	WILLIAM WILLIAMSON	1	20.00	1	0	14.00
							940.00

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

SUPPORTING DOCUMENTATION

1 2 3 4

Supporting Documentation

County Name

Quarterly Date Range
4/1/2025 – 6/30/2025

Grand Total Amount Requested

Waller

First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
				1stDay \$14.00	2nd Day & Add'l days/\$52.00	
Jury Type-+	PETIT JURY					
1 6/9/2025	TIMOTHY WOLF	1	20.00	1	0	14.00
2 6/9/2025	BONNIE WORTHINGTON	1	20.00	1	0	14.00
3 6/9/2025	DESTYN ZARATE	1	20.00	1	0	14.00
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
						420.00

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



June 18, 2025

Hayden D Dixon
Quiddity
2322 West Grand Parkway North, Suite 150
Katy, TX 77449
832-923-4000

Re: Grange Section 5 – Substantial Completion/One-Year Warranty Period

To Whom it May Concern,

This formal notice is per your request to inspect **Grange Section 5** in order to begin the one (1) year maintenance period.

On June 3, 2025, Mr. Robert J.P. Goodspeed and Vincent Hensen from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 06/03/2025. 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 06/03/2026 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, written in a cursive style.

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

Item 6.

[illegible]

Katy 2855 Development LLC aka Grange
24285 Katy Freeway, Suite 650
Katy, TX 77494
979-255-5661
jacobr@johnsondev.com

June 24, 2025

Waller County Commissioners Court
Waller County Courthouse
836 Austin Street, Suite 203
Hempstead, TX 77445

Subject – Notification of Annexation – 10.3± Acres in Katy, TX under the Development Agreement between Katy 2855 Development LLC (“Katy 2855”) and Waller County, Dated May 1, 2024 (the “Development Agreement”)

Dear Honorable Members of the Waller County Commissioners Court,

This letter serves as formal notification, in accordance with Section 4 of the Development Agreement, that approximately 10.3 acres of land located in the City of Katy, Waller County, Texas, is being annexed.

This property, identified as Property ID 178338 or ABS A320200 A-202 H & T C R R CO Tract 5-1 Acres 10.3 per Waller County TX CAD information, falls within the scope of our agreement. As such, Katy 2855 and Municipal Utility District 55A (“MUD 55A”), the associated utility district, are permitted to automatically annex this land without requiring further approval from the Commissioners’ Court. Moreover, since Katy 2855 is adding additional land to the project, the number of single-family and mixed-use and multifamily units will increase proportionately to the added acreage.

As stipulated in the agreement:

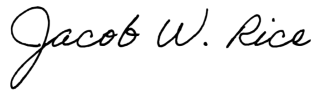
"Katy 2855 and a municipal utility district may automatically annex properties that would be included in this Agreement without additional Commissioners Court approval after written notice to the Commissioners Court by Katy 2855. All provisions of this agreement will apply to any future annexations by Katy 2855."

The inclusion of this property aligns with the ongoing development objectives and infrastructure planning as agreed upon. All terms and conditions set forth in the Development Agreement will be fully applicable to this annexed property.

Should you require any additional information or supporting documentation regarding this annexation, please feel free to contact me at 979-255-5661 or jacobr@johnsondev.com.

Thank you for your continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Jacob W. Rice". The signature is written in a cursive, flowing style.

Jacob W. Rice

Vice President & General Manager

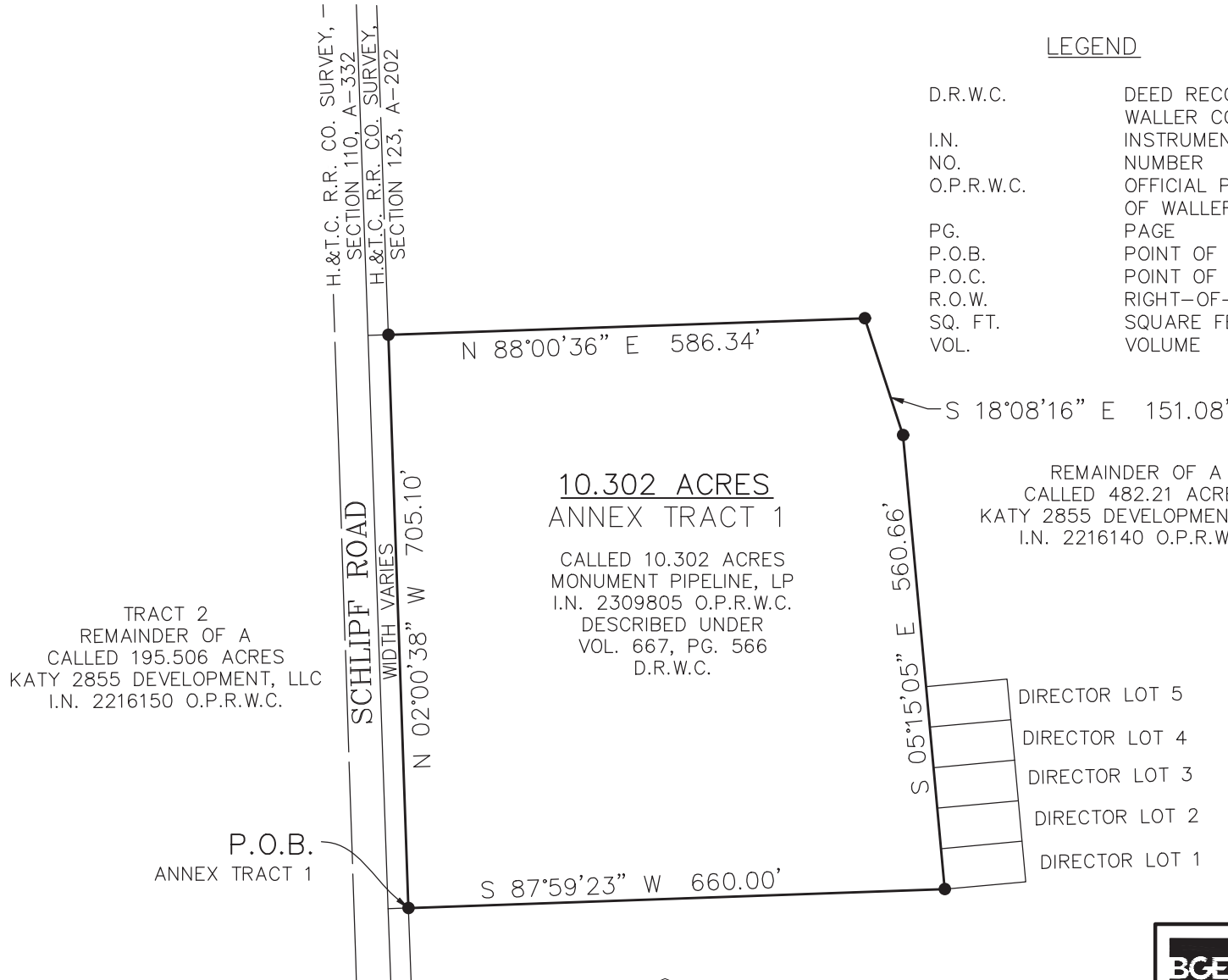
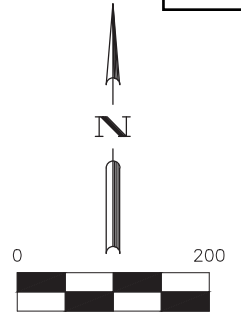
Grange (Katy 2855 Development LLC)

Attachments:

- Recorded copy of Special Warranty Deed
- Survey
- Grange Master Plan (MP) with 10.3± acres location

LEGEND

D.R.W.C.	DEED RECORDS OF
	WALLER COUNTY
I.N.	INSTRUMENT NUMBER
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS
	OF WALLER COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
VOL.	VOLUME



NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE 4204 AND REFERENCED TO A CALLED 10.302 ACRE TRACT.
2. THE METES AND BOUNDS DESCRIPTION SHOWN HEREON IS BEING ISSUED UNDER SEPARATE COVER OF EVEN DATE.

This document was prepared under 22 Texas Administrative Code 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Dated this the 11th day of June, 2025.



Chris Jordan
CHRIS JORDAN, RPLS NO. 6750
BGE, INC.
10777 WESTHEIMER, SUITE 500
HOUSTON, TEXAS 77042
TELEPHONE: (281) 558-8700
EMAIL: CJORDAN@BGEINC.COM



BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

Copyright 2025

**BOUNDARY MAP OF A
10.302 ACRE TRACT
WCMUD NO. 55A ANNEX TRACT 1
H.&T.C. RR. CO. SURVEY,
SECTION 123, ABSTRACT NO. 202
WALLER COUNTY, TEXAS**

Scale: 1" = 200'	Job No.: 14110-00	Date: 06/11/2025	Drawing: 1 OF 1
---------------------	----------------------	---------------------	--------------------

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



June 18, 2025

C. Chad Cagle, PE
Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Katy, Texas 77401
713-777-5337

Re: Sunterra Section 66 – Substantial Completion Entering One-Year Warranty Period

Mr. White

This formal notice is per your request to inspect Sunterra Section 66 in order to begin the one (1) year maintenance period.

On June 10, 2025, 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 06/10/2025. 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 the Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 06/10/2026 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 handwritten signature in blue ink, appearing to read "J. Ross McCall", is written over a circular blue stamp. The stamp contains the text "J. Ross McCall, P.E." and "Waller County Engineer".

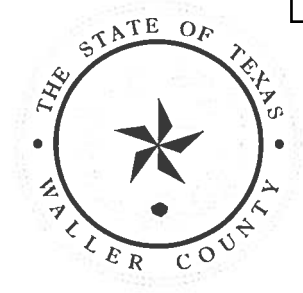
J. Ross McCall, P.E.
Waller County Engineer

Item 8.

Sunterra SECTION 66														
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Costs
			Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.	
Brizzo Beach Lane	3	Key Map 403v	364	0.068	50'	6" conc	28				Freeman Ranch	5/21/2024	2406279	\$99,336
Dylan Skyland Drive	3	Key Map 403v	981	0.185	50'	6" conc	28				Freeman Ranch	5/21/2024	2406279	\$267,715
Nori Shores Drive	3	Key Map 403v	343	0.064	50'	6" conc	28				Freeman Ranch	5/21/2024	2406279	\$93,605
Teal Breeze Lane	3	Key Map 403v	239	0.045	50'	6" conc	28				Freeman Ranch	5/21/2024	2406279	\$65,223
Coraline Ridge Drive	3	Key Map 403v	282	0.053	50'	7" conc	28				Freeman Ranch	5/21/2024	2406279	\$76,958
Rosemary Ocean Drive	3	Key Map 403v	297	0.056	80'	7" conc	25				Freeman Ranch	5/21/2024	2406279	\$81,051
			2506	0.471										\$683,888

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



June 18, 2025

C. Chad Cagle, PE
Quiddity Engineering, LLC
2322 W. Grand Parkway, Suite 150
Katy, Texas 77449
832-913-4000

Re: Sunterra Section 65 – Substantial Completion Entering One-Year Warranty Period

Mr. White

This formal notice is per your request to inspect Sunterra Section 65 in order to begin the one (1) year maintenance period.

On June 10, 2025, 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 06/10/2025. 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 the Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 06/10/2026 to schedule the Final Inspection.

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

Sincerely,

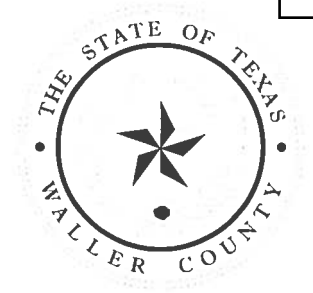
A handwritten signature in blue ink, appearing to read "J. Ross McCall", is written over a circular blue ink stamp. The stamp is partially obscured by the signature and the text below it.

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

Sunterra Section 65														
Section 65														
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Costs
			Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.	
Nori Shores Drive	3	Key Map 403v	1372	0.259	50'	6" conc	28				Freeman Ranch	5/21/2024	2406277	\$374,419
Dyland Skyland Drive	3	Key Map 403v	51.0	0.009	50'	6"conc	28				Freeman Ranch	5/21/2024	2406277	\$13,918
Sun Spirit Lane	3	Key Map 403v	181.0	0.034	50'	6" conc	28				Freeman Ranch	5/21/2024	2406277	\$49,395
Pearl Coastline Lane	3	Key Map 403v	227	0.042	50'	6" conc	28				Freeman Ranch	5/21/2024	2406277	\$61,948
			1831	0.344										\$499,680

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



April 21, 2025

EHRA
10011 Meadowglen Lane
Houston, TX 77042

Re: La Sagarra Section One – Substantial Completion

To Whom it May Concern,

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

On April 21, 2025, Mr. Robert J.P. Goodspeed from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 04/21/2025. The road will be reviewed again in one (1) year(s) 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 05/21/2026 to schedule the Final Inspection.

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

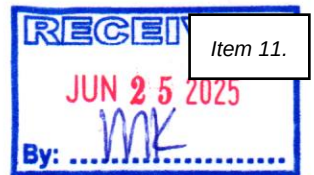
Sincerely,

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

Bluestem Section 4 Road Log

Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Approx Cost	Comments
			feet	Miles		Type	Width	Date	Volume	Page		Date	Instrument No		
Trion Way	3	Key Map 442 A,E	152.00	0.03	50-Foot	6" Rein. Conc.	28				La Segarra Sec 1	7/24/2024	2409075	\$ 45,600.00	
Savines Park Drive	3	Key Map 442 A,E	108.79	0.02	50-Foot	6" Rein. Conc.	28				La Segarra Sec 1	7/24/2024	2409075	\$ 32,637.00	
Palero Path	3	Key Map 442 A,E	684.66	0.13	50-Foot	6" Rein. Conc.	28				La Segarra Sec 1	7/24/2024	2409075	\$ 205,398.00	
Stone Placa Trail	3	Key Map 442 A,E	2614.30	0.50	50-Foot	6" Rein. Conc.	28				La Segarra Sec 1	7/24/2024	2409075	\$ 784,290.00	
														\$ -	
La Segarra Blvd	3	Key Map 442 A,E	441	0.08	100' to 60'	7" Rein. Conc.	Full blvd to 41' wide				La Segarra Boulevard Phase 1	7/24/2024	2409077	\$ 132,300.00	
			4000.75	0.76											

\$ 1,200,225.00



Waller County Historical Society Museum
PO Box 1548
Brookshire, TX 77423

June 20, 2025

Judge Trey Duhon
& Commissioners Court
425 FM 1488, Suite 112
Hempstead, TX 77445

Dear Sirs,

The Board of Directors for the Museum respectfully requests budget funding from Waller County for the year 2025 in the amount of twenty thousand (\$20,000) dollars.

Please forward this money to us at your earliest convenience. Thank you.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Erin Sanders", written over the words "Respectfully submitted,".

Erin Sanders
Treasurer



Waller County Historical Society
PO Box 1548
Brookshire, TX 77423

June 20, 2025

Judge Trey Duhon
& Commissioners Court
425 FM 1488, Suite 112
Hempstead, TX 77445

Dear Sirs,

The Board of Directors for the Society respectfully requests budget funding from Waller County for the year 2025 in the amount of fifteen thousand (\$15,000) dollars.

Please forward this money to us at your earliest convenience. Thank you.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Erin Sanders", written over a horizontal line.

Erin Sanders
Treasurer

Texas Library Association

3420 Executive Center Dr Ste 301
Austin, TX 78731
512-328-1518

PNC Bank, N.A.
500 First Avenue
Pittsburgh, PA 15219

Item 13.

6/5/2025

PAY TO THE
ORDER OF

Brookshire Pattison Library

\$ **2,000.00

Two Thousand and 00/100*****

DOLLARS

Brookshire Pattison Library
3815 Sixth Street
Brookshire, TX 77423

VOID AFTER 90 DAYS

Shirley Robinson

MEMO

HEB Summer Library grant

AUTHORIZED SIGNATURE

⑈001120⑈ ⑆071921891⑆ 4729452317⑈

Texas Library Association

Brookshire Pattison Library

HEB Summer Library grant

6/5/2025

1120

2,000.00

PNC Checking

HEB Summer Library grant

2,000.00

Southwest Realty Consultants

Steven Clegg Inc

File# 25-045

June 30, 2025

Mr. Uriel Tuck
Assistant District Attorney - Civil Division Chief
Waller County District Attorney's Office
645 12th Street
Hempstead, Texas 77445

Reference: Appraisal of 15.058 acres of effectively vacant land located along the west line of Sheriff R. Glenn Smith Drive, approximately 275' south of Business US 290, Hempstead, Waller County, Texas

Fee: \$2,800

**PAYABLE UPON RECEIPT
Tax ID#76-04-33679**

PLEASE REMIT TO:

Southwest Realty Consultants

EFT – Amegy Bank

OR

**By mail: 17010 Prairie Valley Dr.
Cypress, TX 77433**

Southwest Realty Consultants

Steven Clegg Inc

File# 25-046

July 1, 2025

Mr. Uriel Tuck
Assistant District Attorney - Civil Division Chief
Waller County District Attorney's Office
645 12th Street
Hempstead, Texas 77445

Reference: Appraisal of a 3,816 square foot church building on 12,500 square feet of land located at the southwest corner of 8th Street and Wilkins Street, and being known as 715 8th Street, Hempstead, Waller County, Texas

Fee: \$3,750

**PAYABLE UPON RECEIPT
Tax ID#76-04-33679**

PLEASE REMIT TO:

Southwest Realty Consultants

EFT – Amegy Bank

OR

**By mail: 17010 Prairie Valley Dr.
Cypress, TX 77433**

Southwest Realty Consultants

Steven Clegg Inc

File# 25-047

June 30, 2025

Mr. Uriel Tuck
Assistant District Attorney - Civil Division Chief
Waller County District Attorney's Office
645 12th Street
Hempstead, Texas 77445

Reference: Appraisal of 1.435 acres of effectively vacant land that is the entire city block encompassed by Calvit, 7th, 8th, and St. Mary's Streets and being three blocks east of Business US 290, Hempstead, Waller County, Texas

Fee: \$2,400

**PAYABLE UPON RECEIPT
Tax ID#76-04-33679**

PLEASE REMIT TO:

Southwest Realty Consultants

EFT – Amegy Bank

OR

**By mail: 17010 Prairie Valley Dr.
Cypress, TX 77433**

Schmidt Funeral Home

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

INVOICE June 23, 2025

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

Registration # 024667
 Joan Sargent Waller Co. Treasurer
 Deputy 36 Date 6-24-25

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			One Man First Call - per Judge Krenick				425.00
1			Transport to HCME				500.00
1			Body Bag				200.00
Balance Due							\$1125.00

Thank You,

Donna Schmidt Fricke
 Schmidt Funeral Home
 Brookshire, TX

PAID
 JUNE 24 2025

Magnolia Funeral Home, Inc.
811 S. Magnolia
Magnolia, TX 77355
281-356-3363
INVOICE

June 14, 2025

Waller County
836 Austin St., Ste. 316
Hempstead, TX 77445

Regarding: Decedent [REDACTED]

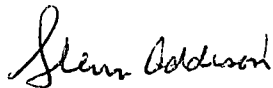
Removal of deceased from location of death in Waller County, Texas and transport to Fort Bend County Medical Examiner's office in a heavy-duty body bag for autopsy on orders from Justice of the Peace Ted Krenek.

Amount Due: \$1,295

Registration # 024555
Joan Sargent Waller Co. Treasurer
Deputy JB Date 6-23-25

Please remit to the address shown above.

Cordially,



Glenn Addison, owner

INVOICE

Access Review & Compliance
Srvs., ADA Review & Compliance
Services
 11330 Main Sail Loop
 Willis, TX 77318

tmullins@accessreview.com
 +1 (281) 797-3785



ADA/TAS REVIEW FOR SHERIFF MAINTENANCE GARAGE

Bill to

Waller County Director of Facilities
 Attn: Danny R. Rothe
 425 FM 1488
 Hempstead, Texas 77445

Ship to

Waller County Director of Facilities
 Attn: Danny R. Rothe
 425 FM 1488
 Hempstead, Texas 77445

Invoice details

Invoice no.: TABS2025016542
 Terms: Net 15
 Invoice date: 06/05/2025
 Due date: 06/20/2025

#	Date	Product or service	Description	Amount
1.		TAS Plan Review	TAS plan review services TABS2025016542 - Vehicle Maintenance Garage	\$600.00
2.		TAS Inspection	Inspection services for compliance with TAS.	\$775.00

Total**\$1,375.00****Ways to pay**
[View and pay](#)

APPROVED
DANNY ROTHE
WC/DF/CM
6/26/25
DJ/ROTH

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ADA Review & Compliance Services, LP

2 Business name/disregarded entity name, if different from above.

Access Review & Compliance Services

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☒ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____

5 Address (number, street, and apt. or suite no.). See instructions.

11330 Main Sail Loop

6 City, state, and ZIP code

Willis, TX 77318

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

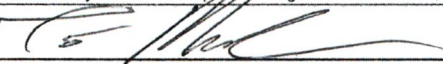
3 7 - 1 6 1 3 7 1 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **1-27-2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Access Review & Compliance Services

June 5, 2025

Waller County
Attn: Danny Rothe
836 Austin St., Suite 124
Hempstead, Texas – 77445

Project #: TABS2025016542

Project Name: Vehicle Maintenance Garage
Facility Name: Waller County
Facility Address: 200 Sheriff R Glenn Smith Dr, Hempstead, TX 77445, Waller

PLAN REVIEW – COMPLETED

Dear Owner:

The plan review is complete, and the results are enclosed. A copy will be forwarded to the Texas Department of Licensing and Regulation. Should any deficiencies be noted, the referenced project may be eligible for inspection approval if constructed in accordance with the Texas Accessibility Standards. Items which are the responsibility of the owner should be referred to the appropriate person for action.

The building or facility owner must request an inspection no later than thirty (30) days after the completion of construction. If the completion date provided on the Project Registration Form is no longer correct, notify this office (in writing) of the revised completion date as soon as possible.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If you have any questions or need further assistance, or if you are not the owner of record for this facility, contact Tim Mullins at 713-530-4768. Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,



Timothy L Mullins,
Registered Accessibility Specialist #167

11330 Main Sail Loop, Willis, TX 77318
Tel. (713) 530-4768 Cell. (281) 797-3785
www.accessreview.com



**ACCESS
REVIEW &
COMPLIANCE
SERVICES**

www.accessreview.com
tmullins@accessreview.com

TAS Plan Review

Elimination of Architectural Barriers
Government Code, Chapter 469
Texas Accessibility Standards

RAS Name / #: Tim Mullins / 167

Date of Plan Review: June 5, 2025

P r o j e c t I n f o r m a t i o n

Project ID : TABS2025016542

Project Name : Vehicle Maintenance Garage

Building or Facility Name : Waller County

Address : 200 Sheriff R Glenn Smith Dr, Hempstead, TX 77445, Waller

Scope of Work : 1-story Vehicle Maintenance Garage and associated site work.

Estimate of square footage : 5052 ft ²

Est. Start Date : 6/16/2025

Est. End Date : 12/15/2025

Estimated Cost : \$1,000,000

Job Class : New Construction

Owner Class : This project involves public funds, public land, or is a Federally funded roadway project.

Private Funds Provided By Tenant? : No

Owner: Waller County

RAS : Tim Mullins

State Project?: No

Special Category Project?: No

Plan Review By : Tim Mullins

Project Created By : Robert C. Matcek

The following report identifies deficiencies with the Texas Accessibility Standards (TAS). No response is required to this review; however, the following items should be addressed prior to the final TAS inspection.

CHAPTER 2: SCOPING REQUIREMENTS

201.1 Scope. All areas of newly designed and newly constructed buildings and facilities and altered portions of existing buildings and facilities shall comply with these requirements.

These standards apply to fixed or built-in elements of buildings, structures, site improvements, and pedestrian routes or vehicular ways located on a site. Unless specifically stated otherwise, advisory notes and figures explain or illustrate the requirements of the standards; they do not establish enforceable requirements.

The standards for determining the appropriate or minimum numbers contained in this document are considered minimal and the Executive Director shall have the authority to make adjustments when it is determined that the standards would cause the numbers or locations to be insufficient to adequately meet the needs of people with disabilities based on the nature, use, and other circumstances of any particular building or facility. In determining the appropriate number and location of a particular element, space, or fixture, the following factors shall be among those considered:

- (i) population to be served*
- (ii) availability to the user;*
- (iii) location relative to distance and time;*
- (iv) location relative to isolation and separation;*
- (v) function of the building or facility; and*
- (vi) equal treatment and opportunity*

204.1 General. Protruding objects on circulation paths shall comply with 307.

206.1 General. Accessible routes shall be provided in accordance with 206 and shall comply with Chapter 4.

206.2 Where Required. Accessible routes shall be provided where required by 206.2.

206.2.1 Site Arrival Points. At least one accessible route shall be provided within the site from accessible parking spaces and accessible passenger loading zones; public streets and sidewalks; and public transportation stops to the accessible building or facility entrance they serve.

EXCEPTIONS:

1. Where exceptions for alterations to qualified historic buildings or facilities are permitted by 202.5, no more than one accessible route from a site arrival point to an accessible entrance shall be required.

2. An accessible route shall not be required between site arrival points and the building or facility entrance if the only means of access between them is a vehicular way not providing pedestrian access.

208.1 General. Where parking spaces are provided, parking spaces shall be provided in accordance with 208.

EXCEPTION: Parking spaces used exclusively for buses, trucks, other delivery vehicles, law enforcement vehicles, or vehicular impound shall not be required to comply with 208 provided that lots accessed by the public are provided with a passenger loading zone complying with 503.

208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

208.2.4 Van Parking Spaces. For every six or fraction of six parking spaces required by 208.2 to comply with 502, at least one shall be a van parking space complying with 502.

213.1 General. Where toilet facilities and bathing facilities are provided, they shall comply with 213. Where toilet facilities and bathing facilities are provided in facilities permitted by 206.2.3 Exceptions 1 and 2 not to connect stories by an accessible route, toilet facilities and bathing facilities shall be provided on a story connected by an accessible route to an accessible entrance.

213.3 Plumbing Fixtures and Accessories. Plumbing fixtures and accessories provided in a toilet room or bathing room required to comply with 213.2 shall comply with 213.3.

213.3.2 Water Closets. Where water closets are provided, at least one shall comply with 604.

213.3.4 Lavatories. Where lavatories are provided, at least one shall comply with 606 and shall not be located in a toilet compartment.

213.3.5 Mirrors. Where mirrors are provided, at least one shall comply with 603.3. *Accessible mirrors shall be provided at locations that are consistent with the location of other mirrors in the same room.*

216.2 Designations. Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

216.5 Parking. Parking spaces complying with 502 shall be identified by signs complying with 502.6.

EXCEPTIONS:

1. Where a total of four or fewer parking spaces, including accessible parking spaces, are provided on a site, identification of accessible parking spaces shall not be required.

2. In residential facilities, where parking spaces are assigned to specific residential dwelling units, identification of accessible parking spaces shall not be required.

***TAS reference for each line item below refers to specific sections of the TAS. To access the Standards in their entirety please go to:*

[Read the 2012 Texas Accessibility Standards Online | Texas.gov](#)

1.	Comment	<u>No deficiencies found.</u>
	TAS Ref.	CHAPTER 3: BUILDING BLOCKS

	Comment	Unacceptable / Ensure Compliance – Site Plan A-002 shows a curb barrier between the required accessible route at the (3) parking spaces located on the east side of the bldg. and the walkway leading to the accessible entrance(s) of the bldg., where a connecting accessible route compliant with 401 – 406, is required by 206.2.1. (See also related parking Comment #3 below). Please ensure compliance with 401 – 406 prior to the final TAS inspection.
2.	TAS Ref.	RE: Above Ch. 2 Scoping 206.2.1 Site Arrival Points. CHAPTER 4: ACCESSIBLE ROUTES 401.1 Scope. The provisions of Chapter 4 shall apply where required by Chapter 2 or where referenced by a requirement in this document. 402 Accessible Routes 402.1 General. Accessible routes shall comply with 402. 402.2 Components. Accessible routes shall consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, elevators, and platform lifts. All components of an accessible route shall comply with the applicable requirements of Chapter 4. 403 Walking Surfaces 403.1 General. Walking surfaces that are a part of an accessible route shall comply with 403. 403.2 Floor or Ground Surface. Floor or ground surfaces shall comply with 302. 403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48. 403.4 Changes in Level. Changes in level shall comply with 303. 403.5 Clearances. Walking surfaces shall provide clearances complying with 403.5. EXCEPTION: Within employee work areas, clearances on common use circulation paths shall be permitted to be decreased by work area equipment provided that the decrease is essential to the function of the work being performed. 403.5.1 Clear Width. Except as provided in 403.5.2 and 403.5.3, the clear width of walking surfaces shall be 36 inches (915 mm) minimum. 404 Doors, Doorways, and Gates 404.1 General. Doors, doorways, and gates that are part of an accessible route shall comply with 404. 404.2.4 Maneuvering Clearances. Minimum maneuvering clearances at doors and gates shall comply with 404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance. 405 Ramps 405.1 General. Ramps on accessible routes shall comply with 405. 406.1 General. Curb ramps on accessible routes shall comply with 406, 405.2 through 405.5, and 405.10.

Comment	Unacceptable / Ensure Compliance – Three parking spaces are provided at the east side of the bldg., however, a “van accessible” parking space with an adjacent access aisle compliant with 502.1 – 502.4 & 502.7 does not appear to be provided, as required by 208.2.4. It was noted that 216.5 Exception 1 is applicable with respect to 502.6 Identification. <u>Please ensure compliance with 208 & 502.1 – 502.4 & 502.7 if these (3) parking spaces are not used exclusively for law enforcement vehicles or vehicular impound.</u> <u>If these (3) parking spaces are used exclusively for law enforcement vehicles, or vehicular impound, please disregard this comment (RE: above Ch.2 scoping 208.1 Exception 1).</u>
3. TAS Ref.	RE: Above Ch. 2 Scoping 208 & 216 CHAPTER 5: GENERAL SITE AND BUILDING ELEMENTS 501.1 Scope. The provisions of Chapter 5 shall apply where required by Chapter 2 or where referenced by a requirement in this document. 502 Parking Spaces 502.1 General. Car and van parking spaces shall comply with 502. Where parking spaces are marked with lines, width measurements of parking spaces and access aisles shall be made from the centerline of the markings. EXCEPTION: Where parking spaces or access aisles are not adjacent to another parking space or access aisle, measurements shall be permitted to include the full width of the line defining the parking space or access aisle. 502.2 Vehicle Spaces. <u>Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3.</u> EXCEPTION: <u>Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum.</u> 502.3 Access Aisle. <u>Access aisles serving parking spaces shall comply with 502.3. Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle.</u> 502.3.1 Width. <u>Access aisles serving car and van parking spaces shall be 60 inches (1525 mm) wide minimum.</u> 502.3.2 Length. <u>Access aisles shall extend the full length of the parking spaces they serve.</u> 502.3.3 Marking. <u>Access aisles shall be marked so as to discourage parking in them.</u> 502.3.4 Location. <u>Access aisles shall not overlap the vehicular way. Access aisles shall be permitted to be placed on either side of the parking space except for angled van parking spaces which shall have access aisles located on the passenger side of the parking spaces.</u> 502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted. EXCEPTION: Slopes not steeper than 1:48 shall be permitted. 502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation “van accessible.” Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign. 502.7 Relationship to Accessible Routes. Parking spaces and access aisles shall be designed so that cars and vans, when parked, cannot obstruct the required clear width of adjacent accessible routes.

4.	Comment	<u>No deficiencies found.</u>
	TAS Ref.	CHAPTER 6: PLUMBING ELEMENTS AND FACILITIES

5.	Comment	<u>No deficiencies found.</u>
	TAS Ref.	CHAPTER 7: COMMUNICATION ELEMENTS AND FEATURES

INVOICE

Access Review & Compliance
Srvs., ADA Review & Compliance
Services

11330 Main Sail Loop
Willis, TX 77318

tmullins@accessreview.com
+1 (281) 797-3785

**Bill to**

Waller County Director of Facilities
Attn: Danny R. Rothe
425 FM 1488
Hempstead, Texas 77445

Ship to

Waller County Director of Facilities
Attn: Danny R. Rothe
425 FM 1488
Hempstead, Texas 77445

Invoice details

Invoice no.: TABS2025016542

Terms: Net 15

Invoice date: 06/05/2025

Due date: 06/20/2025

#	Date	Product or service	Description	Amount
1.		TAS Plan Review	TAS plan review services TABS2025016542 - Vehicle Maintenance Garage	\$600.00
2.		TAS Inspection	Inspection services for compliance with TAS.	\$775.00
Total				\$1,375.00

Ways to pay[View and pay](#)



**Indoor
Environmental
Consultants**

Item 19.

Invoice

512-637-1831 -
ncancino@iecinc.net
EIN: 74-2996176
P.O. Box 90492
Austin, TX 78709

Date	Invoice #
5/28/25	0425-009

Waller County
Accounts Payable
836 Austin Street
Hempstead, TX 77445

MOLD INSPECTION @ NEW MAINTENANCE BUILDING

P.O. No.	Project	Terms	
	<u>Maintenance Bldg - 425 Bus. Hwy 290</u>	Due on receipt	
Description	Qty	Rate	Amount
Limited Mold Assessment – Waller County Maintenance Building – 425 Business Highway 290 – Hempstead, TX – April 23, 2025 Report Issued to Danny Rothe	1	1,590.00	1,590.00
		125-442-545400 APPROVED DANNY ROTHE WC/DF/CM 6/26/25 DJR/ROT	
Total			\$1,590.00

For past due accounts, a 1.5% finance charge will be added to the balance for every month the account is past due. In addition, any costs incurred to collect on the past due account will be added to the balance due.

Any client wishing to file a complaint against Indoor Environmental Consultants, Inc. related to its Mold Assessment Company license should contact the Texas Department of Licensing and Regulation - Attention: Enforcement Division - PO Box 12157 - Austin, TX 78711 - 800-803-9202 - www.tdlr.texas.gov

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT TO THE TAX CODE CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, ALEGACY DEVELOPMENT, LP, AND STERLING FLUID SYSTEMS (USA) INC., DBA PEERLESS PUMP COMPANY

Waller County, Texas (“County”), Alegacy Development, LP (“Alegacy”), and Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company (“Peerless”) hereby amend the tax abatement agreement entered into between the County, Alegacy, and Peerless. This amendment is made and entered on July 9, 2025.

WHEREAS, County, Alegacy, and Peerless entered into a Tax Abatement Agreement on March 19, 2025 (“Agreement”), which is identified as Contract ID# 250319-29 and is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the property subject to the Agreement is located in a reinvestment zone created by the City of Waller, Texas on February 6, 2025, which was named “Reinvestment Zone Number 2-CI of the City of Waller, Texas”; and

WHEREAS, the reinvestment zone was identified incorrectly in the Agreement as “Reinvestment Zone Number 20-01 of the City of Waller, Texas”; and

WHEREAS, on May 19, 2025 the City of Waller passed an order renaming “Reinvestment Zone Number 2-CI of the City of Waller, Texas” to “City of Waller Reinvestment Zone #2” in order to comply with the Texas Comptroller of Public Accounts naming standards for reinvestment zones formed under Texas Tax Code Chapter 312, which order is attached hereto and incorporated herein as Exhibit 2; and

WHEREAS, County, Alegacy, and Peerless wish to amend the Agreement in order to clarify the language concerning the applicable reinvestment zone;

NOW, THEREFORE the parties mutually agree as follows:

1. Any reference to “Reinvestment Zone Number 20-01 of the City of Waller, Texas” in the Agreement is hereby changed to “City of Waller Reinvestment Zone #2”
2. No other amendments or modifications to the Agreement are hereby made.
3. This amendment is effective as of the date of the last signature.
4. Signatories represent and warrant that they have the authority to bind the respective parties.

WALLER COUNTY, TEXAS

Carbett "Trey" J. DUHON III

County Judge

Date

Attest

Debbie Hollan
County Clerk

Date

**STERLING FLUID SYSTEMS (USA) INC.,
DBA PEERLESS PUMP COMPANY**

Sterling Fluid Systems (USA) Inc., DBA Peerless Pump
Company, a Delaware corporation



VP Manufacturing – Houston

6/5/2025

Date

ALEGACY DEVELOPMENT, LP
Alegacy Development, LP, a Texas limited
Partnership



Bob Nickles, Manager

6/5/2025

Date

EXHIBIT 1

Item 21.

Contract ID #250319-29

STATE OF TEXAS §

COUNTY OF WALLER §

**TAX ABATEMENT AGREEMENT BETWEEN
WALLER COUNTY, TEXAS,
ALEGACY DEVELOPMENT, LP, AND PEERLESS PUMP COMPANY**

This Tax Abatement Agreement ("Agreement") is entered into by and between the County of Waller, Texas ("COUNTY"), duly acting herein by and through the County Judge, Alegacy Development, LP, a Texas limited partnership company with its principal place of business at 1300 Alegacy Place Waller, Texas 77484 ("ALEGACY"), and Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company, a Delaware corporation with its principal place of business at 2005 Dr. Martin Luther King Jr St. Indianapolis, Indiana 46202 ("PEERLESS"); (ALEGACY and PEERLESS are referred to collectively as "OWNERS"). ALEGACY and PEERLESS are the owner and lessee, respectively, of the taxable real and personal property located within Waller County, Texas, and within Reinvestment Zone Number 20-01 of the City of Waller, Texas, which was established February 6, 2025.

RECITALS:

WHEREAS, on 6th day of February, 2025 the City of Waller passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("ORDER"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted Tax Abatement Policy Guidelines & Criteria ("POLICY") governing Tax Abatement Agreements and Reinvestment Zones; and

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

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

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

NOW THEREFORE, the parties hereto do mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The property that is the subject of this Agreement shall be referred to as the "Building" and the "Premises", as applicable, and the Building and the Premises are described in Exhibit "A," which is attached hereto and incorporated herein.
2. ALEGACY shall make or cause to be made real property improvements (the "Real Property Improvements") at the Premises, and the Real Property Improvements shall be of the kind, number, and location specifically described in Exhibit "B," which is attached hereto and incorporated herein. In addition, PEERLESS shall install personal property and equipment as shown in Exhibit "B" (the "Personal Property Improvements" and, together with the Real Property Improvements, the "Improvements"). Exhibit "B" also describes Personal Property Improvements that PEERLESS will install or maintain at the Premises with a taxable value, as determined in the first year of service, as described on Exhibit "B" attached hereto for purposes of allowing PEERLESS to operate the Premises as required in Section 3.
 - a. ALEGACY shall ensure the that the Real Property Improvements and PEERLESS will ensure the Personal Property Improvements are diligently and faithfully

undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

- b. OWNERS shall have additional reasonable time to complete their respective Improvements in the event of "force majeure," if OWNERS are diligently and faithfully pursuing completion of the Improvements. "Force majeure" shall mean any contingency or cause beyond the reasonable control of OWNERS including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.
3. PEERLESS shall, by the end of YEAR 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, continuously operate and maintain the Premises as an engineered fire pump production facility. If PEERLESS's operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.
4. OWNERS acknowledge that they are each responsible for filing Forms 50-116, 50-141, 50-142, and/or any other reasonably required documentation, as applicable, to verify personal property values and continued compliance for the abatement granted, with the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual application. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement, ALEGACY and PEERLESS shall reasonably cooperate with each other in connection with such documentation and reports.

5. OWNERS shall, in writing in a form reasonably acceptable to both OWNERS and the County and, until the expiration or termination of this Agreement, annually certify compliance with their respective portions of this Agreement, including PEERLESS certifying to the satisfaction of the Employment requirements set forth in Section 6. ALEGACY and PEERLESS shall reasonably cooperate with each other in connection with such annual certification.
6. EMPLOYEES: For the duration of this Agreement, PEERLESS shall employ an agreed number of persons as set forth below.
 - a. By the end of YEAR 1 of the Abatement Period, and continuing through December 31 of the final year of the Abatement Period, PEERLESS must employ at least thirty-four (34) new Employees (as defined herein) at or based from the Premises. The parties agree and understand that the number of Employees within a certain job class may increase or decrease and that PEERLESS will comply with the Employee requirements so long as at least thirty-four (34) new Employees are employed during the term of this agreement, as described herein, regardless of the number of new Employees in each position. For purposes of calculating the number of new Employees under this Section 6(a), the County shall use the number Employees employed by PEERLESS at or based from the Premises by the end of YEAR 1 of the Abatement Period.
 - b. An Employee is a person who (i) is an employee or contract employee of PEERLESS and paid directly, or in the case of a contract employee, paid directly or indirectly, by PEERLESS, and (ii) regularly works at least 40 hours a week at or

based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.

- c. Where there are qualified applicants living in Waller County, PEERLESS shall make a good faith effort to employ such persons living in Waller County, Texas for its new employees. PEERLESS may contact the County to assist in obtaining applicable training grants, if available, to ensure that citizens of Waller County are given every opportunity for employment.
- d. PEERLESS, upon a five (5) business day prior request by the County, shall validate compliance with the terms of this Section 6 by allowing the County to review PEERLESS'S records and documents on location at the Premises, or such other reasonable location agreed to by the parties, that are directly related to PEERLESS'S obligations with regards to the Employees for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 5. Such review must be done during normal business hours, no more than once per calendar year, provided that PEERLESS is found to be in compliance with the Employee requirements. If PEERLESS is not in compliance with the Employee requirements, PEERLESS shall continue to provide access to its records and documents as provided by this Section 6(d) until compliance is established. The County shall not be permitted to photocopy any documentation provided to verify compliance with the Employee requirements. PEERLESS may withhold any information it reasonably deems to be sensitive (subject to the requirements of any applicable statute). In the event that the County is unable to determine compliance because access to information is denied, or information is

withheld hereunder, then County may terminate this Agreement upon written notice to OWNERS. The County agrees it will make best efforts not to interrupt PEERLESS'S business with such reviews, and PEERLESS shall not be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific Employees.

7. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Building and any and all Improvements shall be appraised at market value effective January 1 of each tax year, including the value of any partially completed Improvements.
8. INVENTORY: By the end of YEAR 2 of the Abatement Period, and continuing for each subsequent YEAR of the Abatement Period, PEERLESS shall maintain a minimum \$1,000,000 rendered taxable inventory value at the Premises. PEERLESS agrees to render its personal property at the Premises for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. PEERLESS shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of PEERLESS'S tax documents to the County for the purpose of verifying rendered inventory values.
9. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes only for the Improvements and the Building, which would otherwise be owed to the

County, shall be abated for a period of years, commencing January 1, 2026 and terminating December 31, 2030 ("Abatement Period").

- a. Said Abatement Period shall be extended to ALEGACY only for the Real Property Improvements and the Building, in an amount equal to the percentages listed below:

YEAR 1 (2026) – 100%
YEAR 2 (2027) – 100%
YEAR 3 (2028) – 75%
YEAR 4 (2029) – 75%
YEAR 5 (2030) – 75%

- b. The abatement percentages in Section 9(a) shall be applied only to the taxes assessed for each year during the Abatement Period on the value of the Improvements and the Building.
- c. OWNERS shall have the right, jointly or severally, to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect OWNERS' right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.
- d. If the certified appraised value of the Real Property Improvements is reduced, regardless of the initial appraised value, as the result of either OWNERS' protest, the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded to the nearest whole number. For example, if the protest of the certified appraised value is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements

would be decreased by the same percentage, rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

10. OWNERS shall be in default if any of the following occurs:

- a. The Real Property Improvements, and Personal Property Improvements, are not completed or installed in accordance with Exhibit "B" by the end of YEAR 1 of the Abatement Period, except where force majeure is provided under Section 2(b);
- b. PEERLESS fails to employ the number of Employees in accordance with (and during the period set forth in) Section 6 of this Agreement for any consecutive 90-day period during any YEAR of the Abatement Period, which would reduce the abatement by the same percentage as noted in Section 12;
- c. With respect to the Abatement Period, PEERLESS fails to timely file annual renditions for the Personal Property Improvements and Inventory, and/or ALEGACY fails to timely file annual rendition for the Real Property Improvements; or OWNERS fail to file an annual application with the Waller County Appraisal District for so long as the law requires such an application;
- d. With respect to the Abatement Period, either OWNER allows its ad valorem taxes owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;
- e. During the Abatement Period, either OWNER operates the Premises or Building in violation of public health and safety laws, or allows the Premises or any part thereof

to become a public nuisance, as provided under the appropriate ordinances of Waller County, or the State of Texas;

- f. For the duration of the Abatement Period beginning with YEAR 2, if PEERLESS fails to maintain a minimum of \$1,000,000 rendered taxable value of inventory at the Premises, then neither OWNER shall be entitled to the abatement of property taxes for the year in which the default occurs.
11. In the event either OWNER defaults as described in Section 10, the County shall give each OWNER written notice of such default. If the defaulting OWNER(S) have not cured such default under Section 10 within sixty (60) days of said written notice or, if the nature of such default is such that sixty (60) days is not sufficient to cause such cure, does not commence such cure within such sixty (60) days and diligently pursue it to completion, the County may then take the actions permitted in Section 12 or Section 13, as applicable.
12. In the event that PEERLESS fails to maintain the required minimum number of Employees at the Premises in accordance with (and during the period set forth in) Section 6 for any consecutive 90-day period during any YEAR during the Abatement Period, the tax abatement granted to ALEGACY by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of Employees that is maintained in the 90-day period. For example, if the actual average number of Employees is reduced by 6.6% during a given year, then the percentage of the tax abatement granted for that year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number reducing

the abatement by 7%. Should PEERLESS not maintain the required number of employees, and reduce the taxable value of real or property as a result of tax protest, then the greater of the two shall be applied to the reduction.

13. In the event either OWNER defaults under Section 10(a) and Section 10(c)-(e), the County may, in its sole discretion, (after notice and opportunity to cure as provided for herein) terminate this Agreement as to the defaulting OWNER or as to both OWNERS upon written notice of termination to each OWNER. If the County terminates for default, the County shall be entitled to recapture from the terminated OWNER(S) any and all property taxes which have been abated as a result of this Agreement for those years in which either OWNER was in default beyond applicable notice and cure periods under Section 10(a) and Section 10(c)-(e), and all such taxes shall be paid to the County within sixty (60) days of OWNERS' receipt of written demand from the County following the expiration of the cure period described in Section 11 (provided no cure is made) (the "Recaptured Taxes").
- a. In addition to any Recaptured Taxes due as a result of a default hereunder, interest on any amounts subject to recapture or not current as of the time of default may be charged at the statutory rate of delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.
- b. Notwithstanding subsection (a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code. Interest is not considered a penalty.

MISCELLANEOUS:

14. The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.
15. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties. However, this Agreement cannot be assigned by either OWNER without the County's written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either OWNER may assign this Agreement without written consent from the County if such assignment is to any entity that, directly or indirectly, is controlled by, or is in common control with the transferor OWNER; provided that (i) such OWNER shall give notice of any such assignment to the County at least thirty (30) days prior to the effective date of such assignment, (ii) notice of the assignment is publicly posted in accordance with the requirements of Texas Tax Code Chapter 312 and made a part of the official minutes of the Waller County Commissioners Court, and (iii) the assigning OWNER retains its obligations to the County under this Agreement until the Assignment is effective. This Agreement does not inure to the benefit of any third-party, except permitted successors or assigns.
16. OWNERS recognize and understand that Waller County will not provide public support for companies or companies with a partial ownership from or investors from communist countries or those companies coming from countries with poor human rights records. OWNERS agree that in the event either OWNER allows such a company to occupy or possess any portion of the Building or Premises, this Agreement will be immediately terminated. In such event, the COUNTY shall be entitled to recapture any and all property

- taxes which have been abated as a result of this Agreement for those years in which OWNERS violated this Section of the Agreement.
17. It is understood and agreed between the parties that OWNERS are acting independently in the performance of their obligations hereunder, and the County assumes no responsibilities or liabilities for OWNERS' performance of this Agreement. OWNERS individually agree to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the Waller County Appraisal District, from any and all third-party claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to an OWNER'S breach of performance of its obligations under this Agreement. In no event shall OWNERS indemnify COUNTY for acts, omissions, defaults of COUNTY, including, without limitation, the negligence or willful misconduct of COUNTY or any agents, consultants, or employees thereof.
18. OWNERS agree that the County and its agents or employees shall have the reasonable right of access to the Premises after two (2) business days' prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right of reasonable access during the Abatement Period to ensure that the Premises are maintained and operated in accordance with this Agreement. The County agrees (i) to give OWNERS written notice of its intent to inspect the Premises at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) OWNERS shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. The County's

- inspections, if any, shall not constitute an acknowledgment or certification to OWNERS, or any third party, that OWNERS followed federal, state, or local laws or regulations.
19. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Any disputes regarding this agreement shall be litigated or mediated in Waller County, Texas.
 20. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on March 19, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.
 21. All amendments and additions to this Agreement and its Exhibits must be approved in writing by OWNERS and the Waller County Commissioners Court.
 22. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
 23. Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.
 24. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this 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 and enforceable.
 25. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto has relied upon any fact or representation not expressly set forth herein. No

- obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties with respect to the subject matter hereof except as expressly stated herein.
26. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.
27. OWNERS shall mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify OWNERS of the request.
28. Any party hereto may request an estoppel certificate related to this Agreement (each, a "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNERS or other party designated by OWNER which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.
29. Each of the OWNERS, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and OWNERS shall be entitled to intervene in said litigation.

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

For County:

Honorable Trey Duhon
County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

For PEERLESS:

STERLING FLUID SYSTEMS (USA) INC., DBA PEERLESS PUMP COMPANY
1600 Alegacy Place
Waller, TX 77484
Attn: Aaron Phillips

For ALEGACY:

ALEGACY DEVELOPMENT, LP
1300 Alegacy Place
Waller, TX 77484
Attn: Bob Nickles

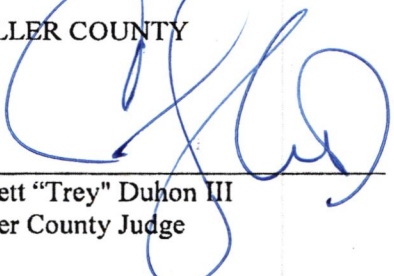
Any party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

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

Contract ID # 250319-29

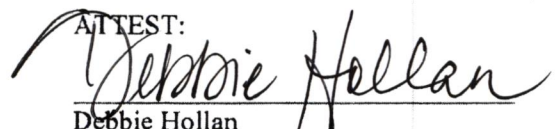
This Agreement is being executed as of March 19th, 2025.

WALLER COUNTY


 Carbett "Trey" Duhon III
 Waller County Judge
MAR 19 2025

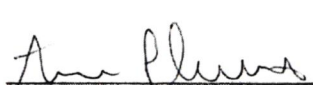
Date

ATTEST:


 Debbie Hollan
 Waller County Clerk
MAR 19 2025

Date

 STERLING FLUID SYSTEMS (USA) INC., DBA PEERLESS PUMP COMPANY
 a Delaware corporation


 By:

3/10/25
 Date
Title: V.P. Manufacturing - Houston
 ALEGACY DEVELOPMENT, LP,
 a Texas limited partnership


 By: Bob Nickles

3/6/25
 Date

Title: Manager

Contract ID # 250319-29

EXHIBIT A

"Building" – The approximately 40,000 square foot, crane-served manufacturing building to be constructed by ALEGACY on the Premises for occupancy and use by Sterling Fluid Systems (USA), Inc., DBA Peerless Pump Company.

"Premises" – The approximately five acre parcel of land upon which the Building will be constructed, having a situs address of 1600 Alegacy Place, Waller, Texas 77484, as shown on Exhibit A, page 2, and which is leased by ALEGACY to PEERLESS.

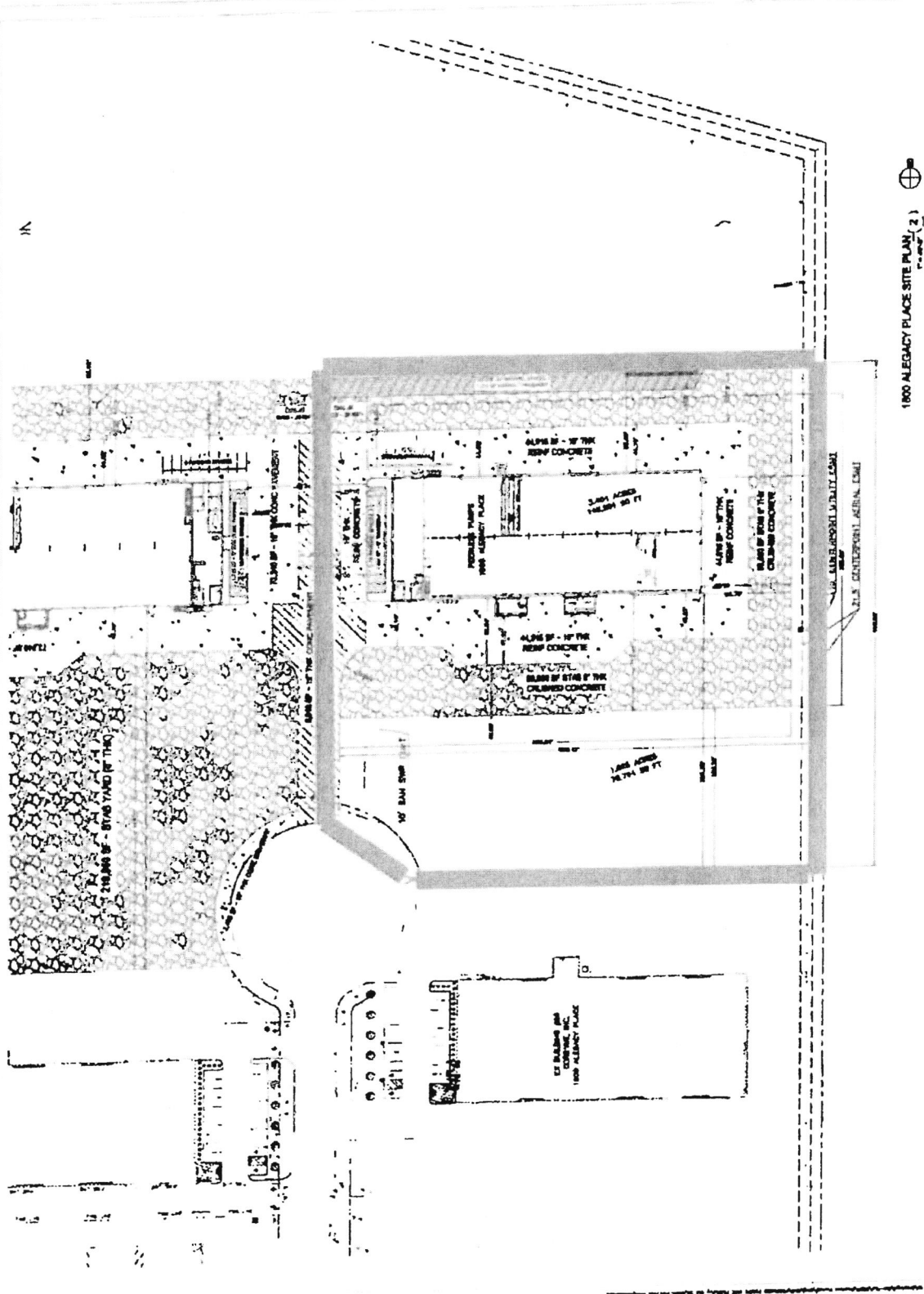


Exhibit A, p. 2

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

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

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

Real Property Improvements

Description	Value
Buildings	\$7.5 million, including driveway and parking areas
Driveways & Parking	
Fencing	
Other Improvements	
Total	\$ 7.5 million

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

Personal Property Improvements

Description	Value
General manufacturing equipment	\$100,000
Total	\$100,000

EXHIBIT C – Reinvestment Zone Order

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

ORDINANCE NO. 651

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

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

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

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

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

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

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

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

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

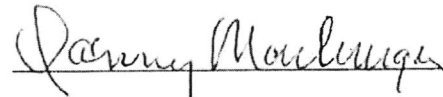
SECTION 3. The City Council hereby finds that the improvements sought are feasible and practical and are a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204 or 312.211, TEX. TAX CODE, as applicable.

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

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

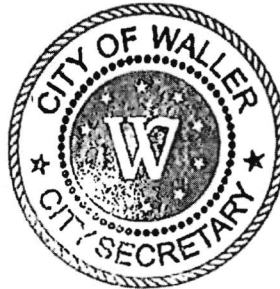
PASSED, APPROVED and ORDAINED on this 6th day of February, 2025.

CITY OF WALLER, TEXAS


DANNY MARBURGER, MAYOR

ATTEST:


Cynthia Ward, City Secretary



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

METES AND BOUNDS DESCRIPTION

DESCRIPTION OF 86.09 ACRES, MORE OR LESS, OF LAND AREA IN THE G.A. DENNET SURVEY, ABSTRACT NO. 124, WALLER COUNTY, TEXAS, BEING THE WEST REMAINING PORTION OF THAT TRACT DESCRIBED AS 153.6 ACRES IN A DEED TO FRANK D. SCOTT ET UX, RECORDED IN VOLUME 335, PAGE 953 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ¼" iron rod found in the common north line of the Scott 153.6 acre tract and the south line of U.S. Highway NO. 290, at the northwest corner of Monticello Estates, recorded in Plat Record B-55 of the Plat records of Waller County, Texas;

THENCE leaving the PLACE OF BEGINNING and U.S. Highway 290, with the west line of Monticello Estates, S00°30'00"E 200.00 feet to a ¼" iron rod set with plastic cap stamped "PRECISION SURVEYORS" at the northeast corner of that tract described as one acre in a deed to Hung Cong Tran, recorded in Volume 849, Page 545 of the Official Public Records of Waller County, Texas;

THENCE leaving Monticello Estates with the Tran one acre tract, the following three courses and distances:

1. N73°24'31"W 249.81 feet to a 2" iron pipe found at the northwest corner of the Tran one acre tract.
2. S00°37'05"E 174.42 feet to a 2" iron pipe found at the southwest corner of the Tran one acre tract.
3. S73°24'31"E 249.44 feet to a ¼" iron rod set with plastic cap stamped "PRECISION SURVEYORS" in the west line of Monticello Estates, at the southeast corner of the Tran one acre tract.

THENCE with the west line of Monticello Estates, S00°30'00"E 3073.37 feet to a 2" iron pipe found in the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway, at the southwest corner of Monticello Estates;

THENCE with the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway, N74°02'36"W 429.96 feet to a 2" iron pipe found at the southeast corner of that tract described as 2.439 acres in a deed to Frank D. Scott et ux, recorded in Volume 278, Page 659 of the Deed Records of Waller County, Texas;

THENCE leaving Old Houston Highway, with the east line of the Scott 2.439 acre tract, N11°21'21"E 400.40 feet to a ¼" iron rod set with plastic cap stamped "PRECISION SURVEYORS" at the north east corner of the Scott 2.439 acre tract;

THENCE with the north line of the Scott 2.439 acre tract, N78°11'16"W 148.63 feet to a ¼" iron rod found at the northeast corner of that tract described as one acre in a deed to Elaine Francis Shafer et vir, recorded in Volume 337, Page 233 of the Deed Records of Waller County, Texas;

THENCE with fence, partly with the north line of the Shafer one acre tract and partly with the north and west lines of that tract found occupied by fence, of which no record deed was found the following four courses and distances:

1. N75°41'04"W 232.27 feet to a fence corner post found for an angle point.
2. S12°42'04"W 60.92 feet to a fence corner post found for an angle point.
3. N73°05'16"W 65.36 feet to a fence corner post found for an angle point.
4. S16°34'01"W 317.03 feet to a ¼" iron rod set with plastic cap stamped "PRECISION SURVEYORS" in the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway.

THENCE with the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway, N73°53'15"W 119.31 feet to a 1" iron pipe found at the southeast corner of that tract described as 4.181 acres in a deed to Annie Mae Flakes, recorded in Volume 437, Page 237 of the Deed Records of Waller County, Texas;

THENCE leaving the south line of the Scott 153.6 acre tract and Old Houston Highway, with the east line of the Flakes 4.181 acre tract, N00°04'56"W 579.61 feet to a calculated point which falls in a tree, at the northeast corner of the Flakes 4.181 acre tract;

THENCE with the north line of the Flakes 4.181 acre tract, the following three courses and distances:

1. N66°58'28"W 169.54 feet to a ½" iron rod found for an angle point.
2. N66°31'00"W 53.38 feet to a ½" iron rod found for an angle point.
3. N06°09'09"W 16.92 feet to a ½" iron rod found for an angle point in the west line of the Scott 153.6 acre tract and the southeast corner of that tract described as 73.026 acres in a deed to William Brothers Construction Co., recorded in Volume 473, Page 207 of the Deed Records of Waller County, Texas;

THENCE with the common west line of the Scott 153.6 acre tract and the east line of the William Brothers Tract, N00°27'58"W 2825.17 feet to a ½" iron rod found in the south line of U.S. Highway 290, at the common northwest corner of the Scott 153.6 acre tract and the northeast corner of the William Brothers Tract;

THENCE with the common north line of the Scott 153.6 acre tract and the south line of U.S. Highway 290, S73°36'39"E 1236.83 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 86.09 acre, more or less, of land area as prepared from public records and a survey made on the ground on April 12, 2013, prepared by Precision Surveyors, Inc. of Houston, Texas. Bearings for this description are based on monuments found at the northwest and southwest corners of Monticello Estates, record bearing being S00°30'00"E.



Randy G. Schulte, Jr.
 Registered Professional Land Surveyor
 No. 5671
 Job No. 13-03542
 April 12, 2013

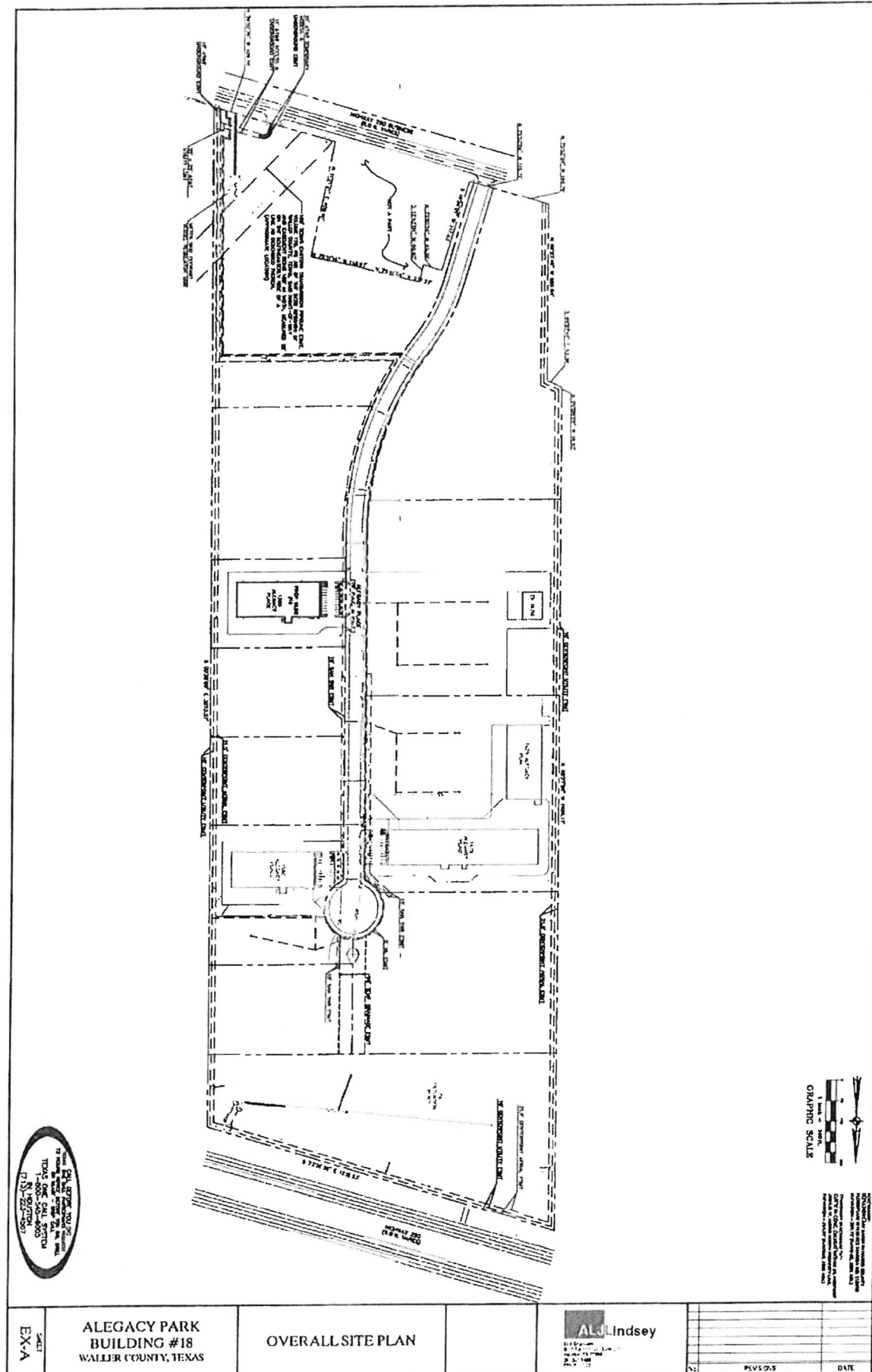


EXHIBIT 2

Item 21.

CITY OF WALLER HARRIS AND WALLER COUNTIES, TEXAS

ORDINANCE NO. 655

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

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

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

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

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

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

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

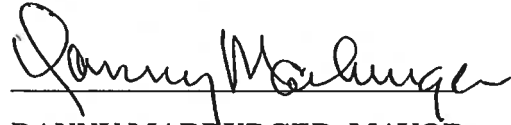
Section 3. All other provisions and findings of Ordinance No. 651, attached as Exhibit A, remain true and accurate and are incorporated into this ordinance for all purposes.

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

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

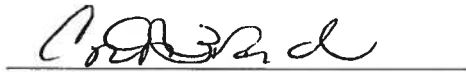
PASSED, APPROVED and ORDAINED on this 19th day of May 2025.

CITY OF WALLER, TEXAS

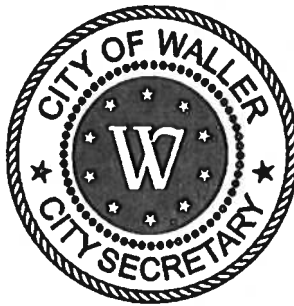


DANNY MARBURGER, MAYOR

ATTEST:



Cynthia Ward, City Secretary





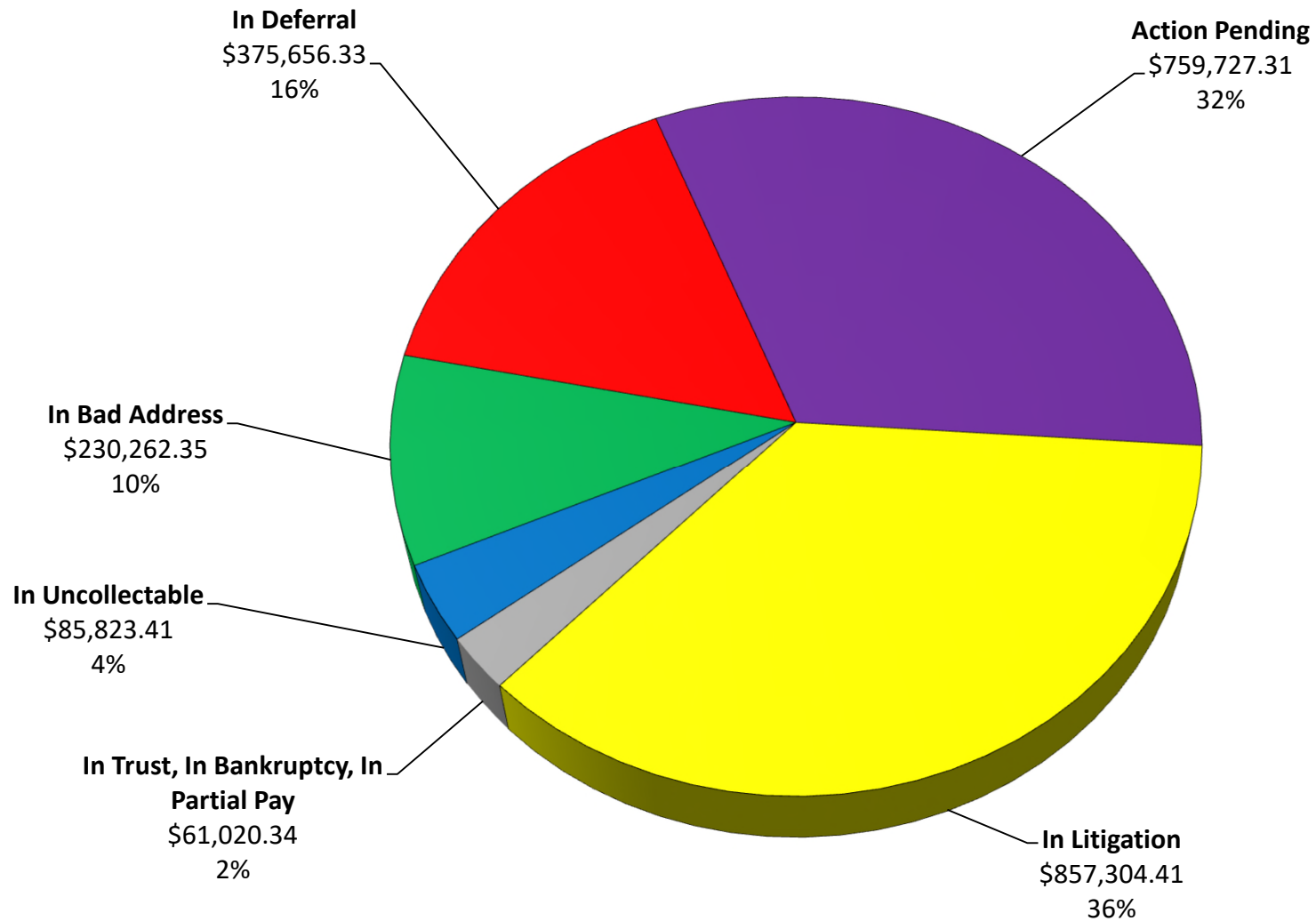
COLLECTION REPORT TO WALLER COUNTY

Submitted by: *Otilia Gonzales*

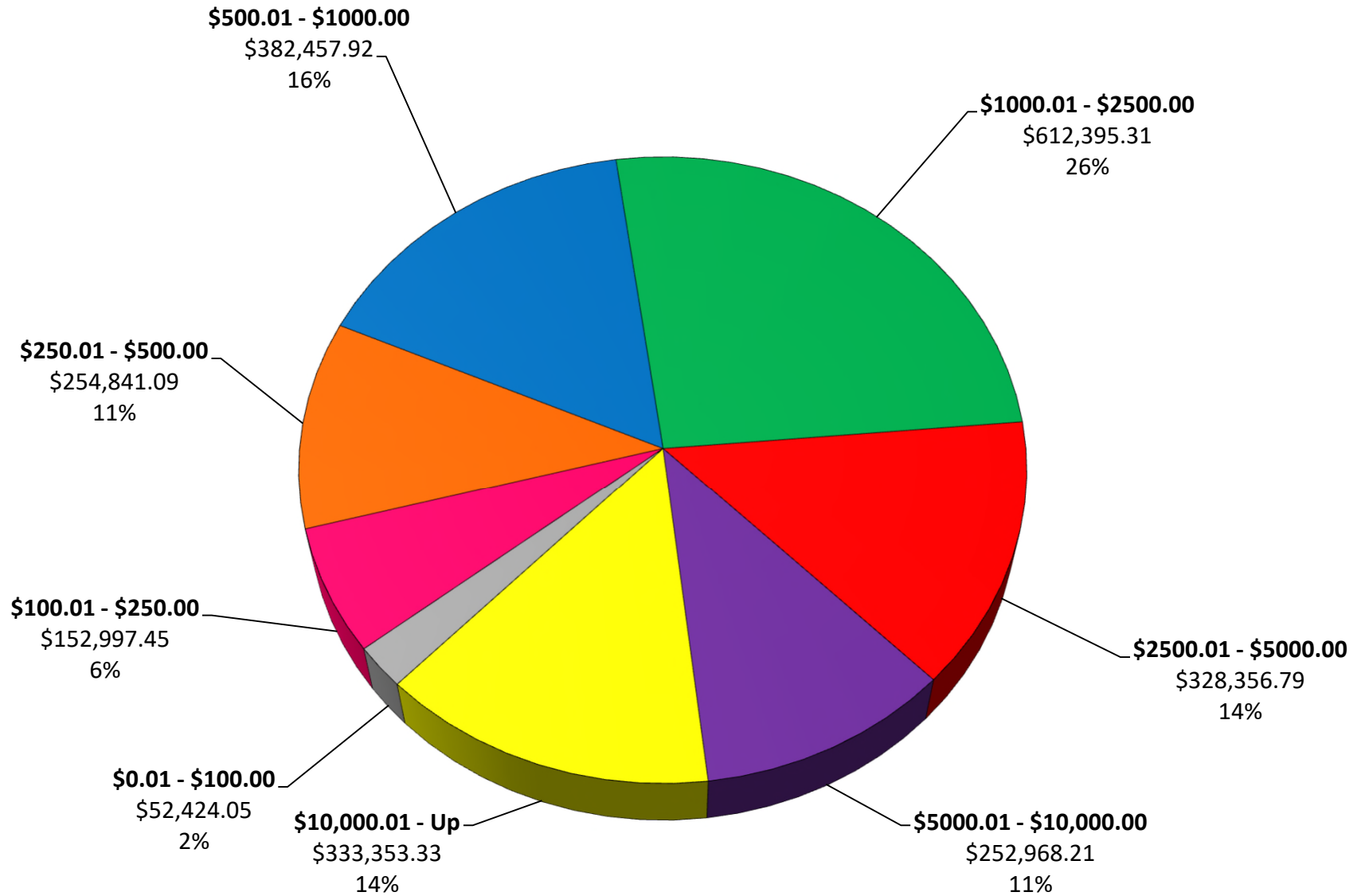
July 2025

www.pbfcml.com

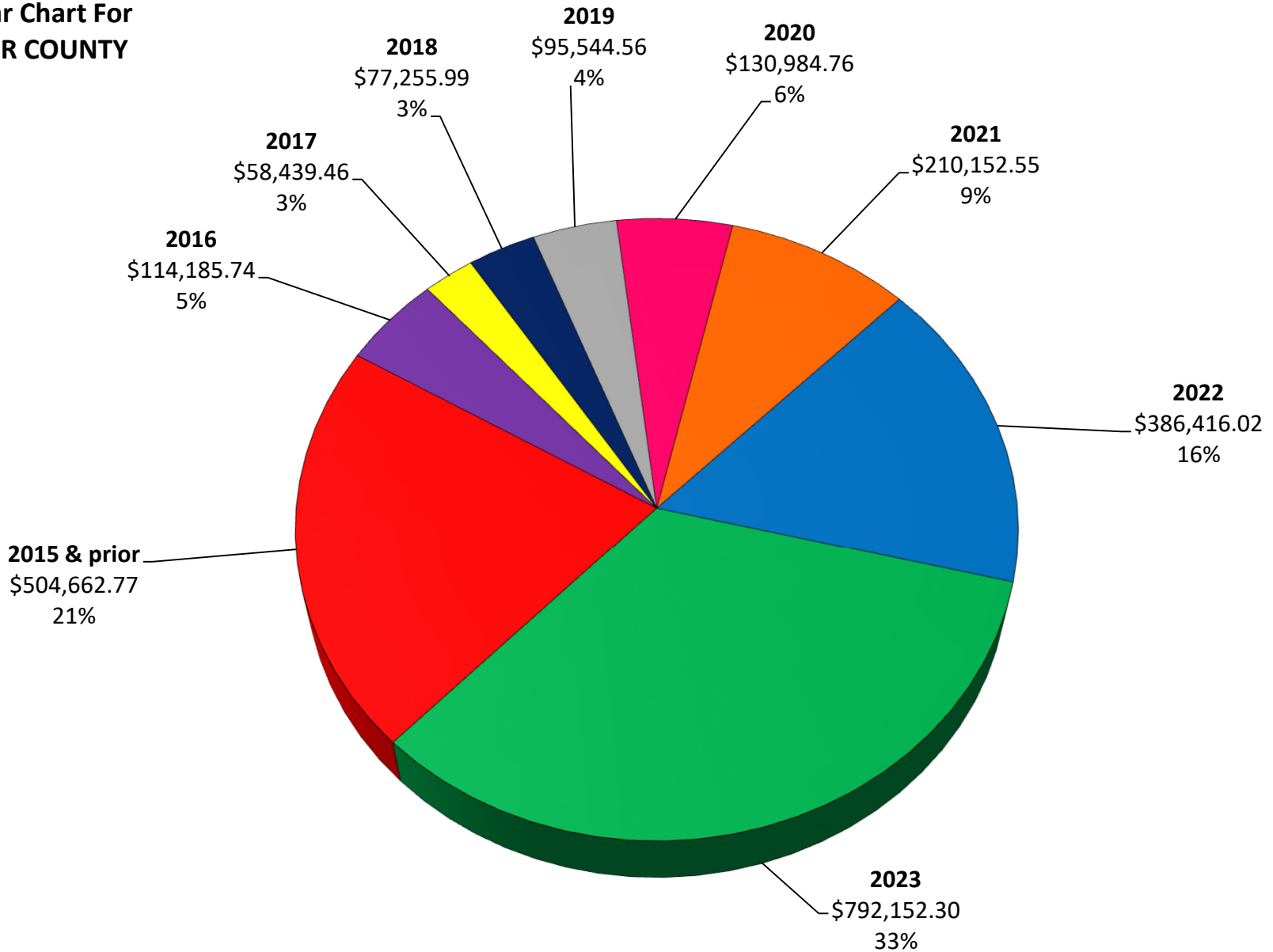
**Account Break Down Chart For
WALLER COUNTY**



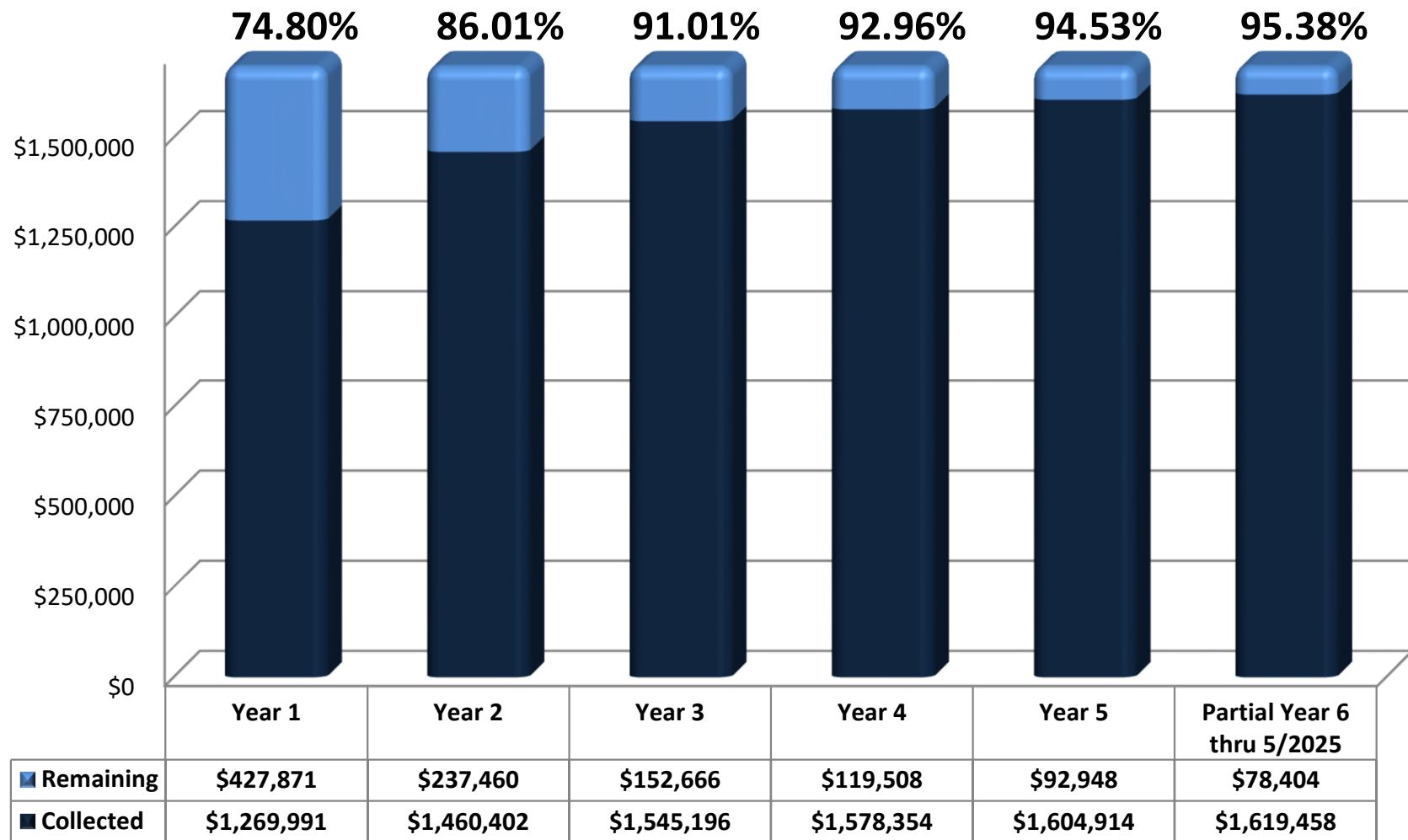
**Dollar Range Chart For
WALLER COUNTY**



**Tax Year Chart For
WALLER COUNTY**

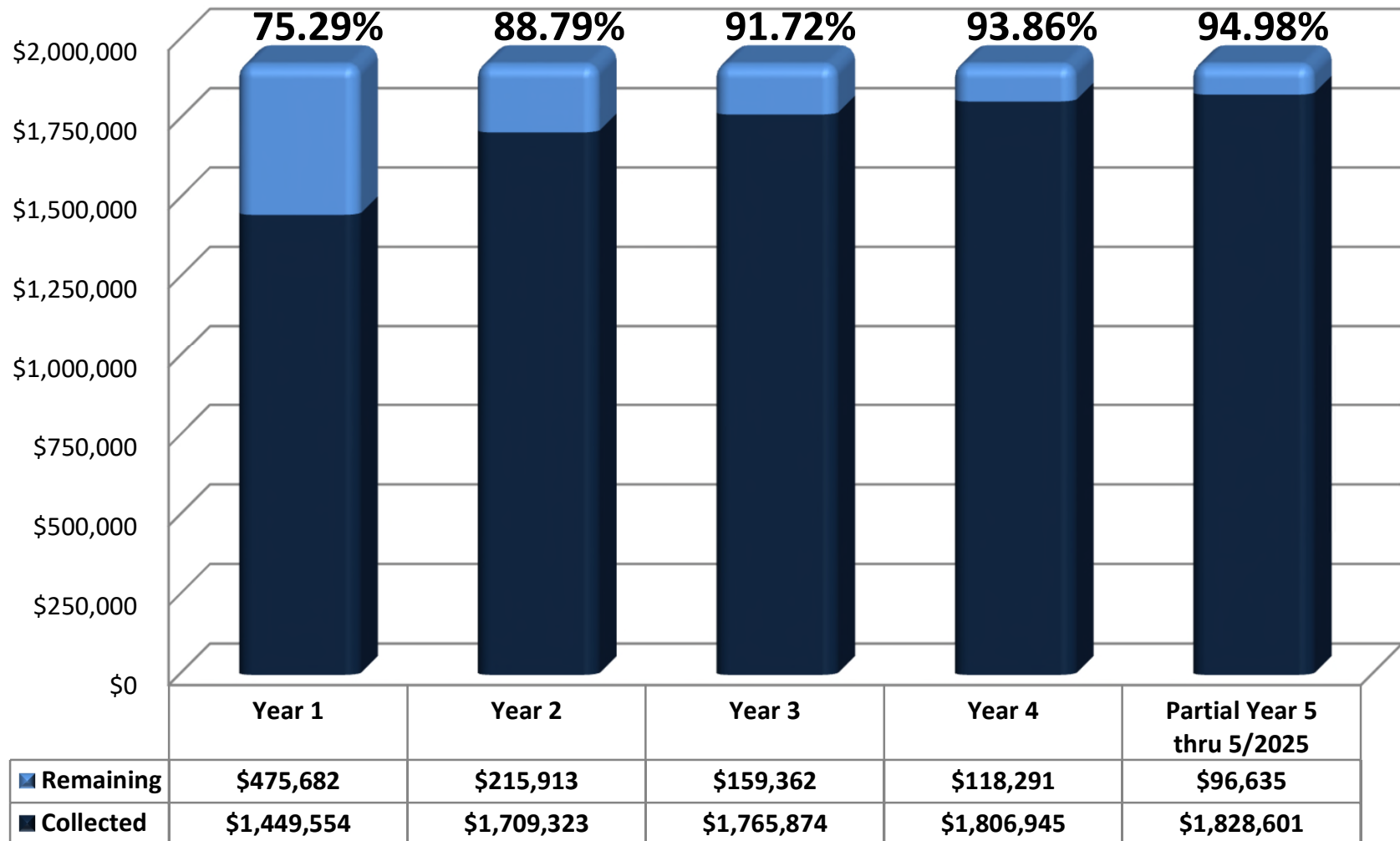


Waller County 2018 Percentage of Collections



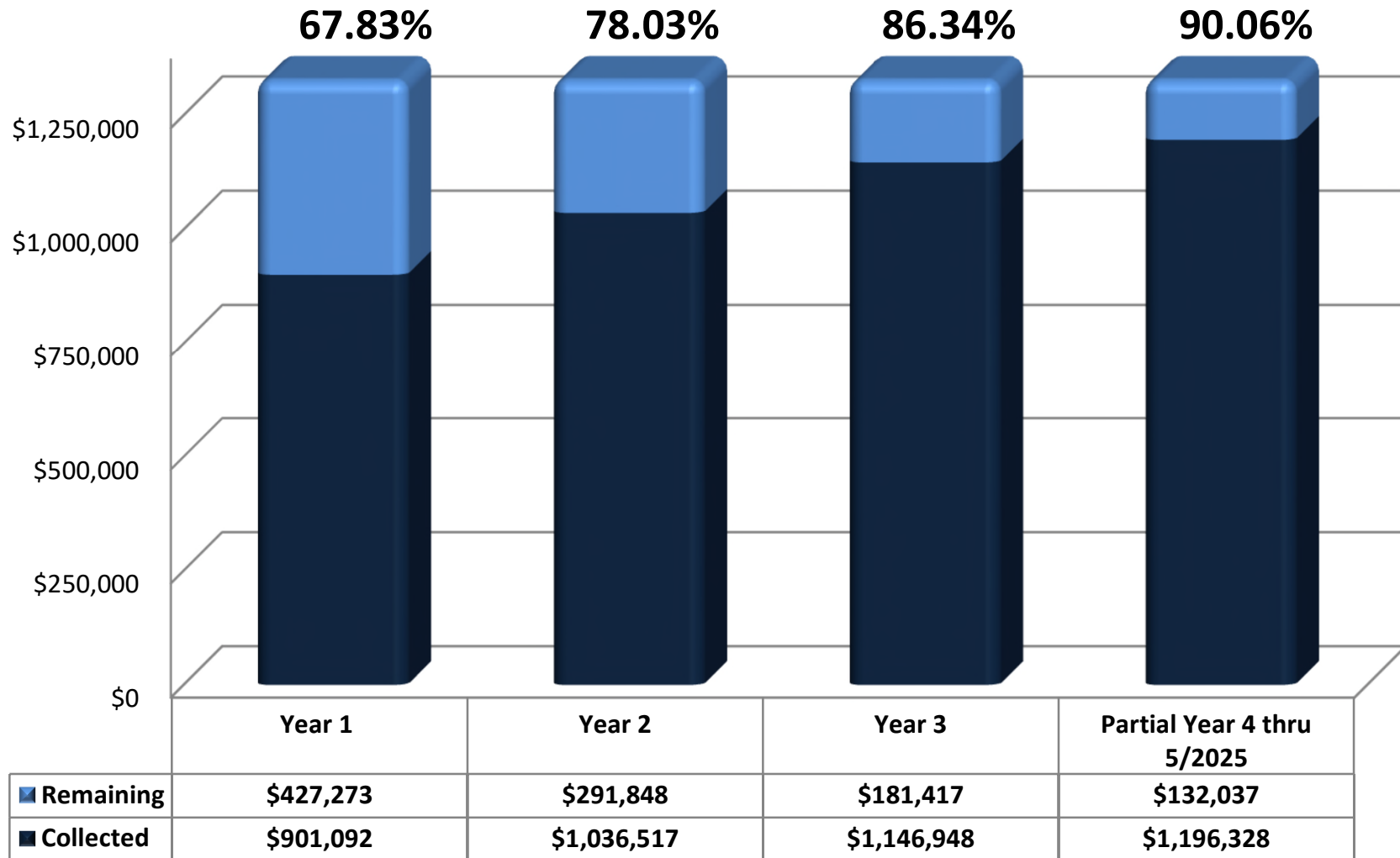
7/1 -6/30 for each year
Initial Outstanding Base Tax- \$1,697,862

Waller County 2019 Percentage of Collections



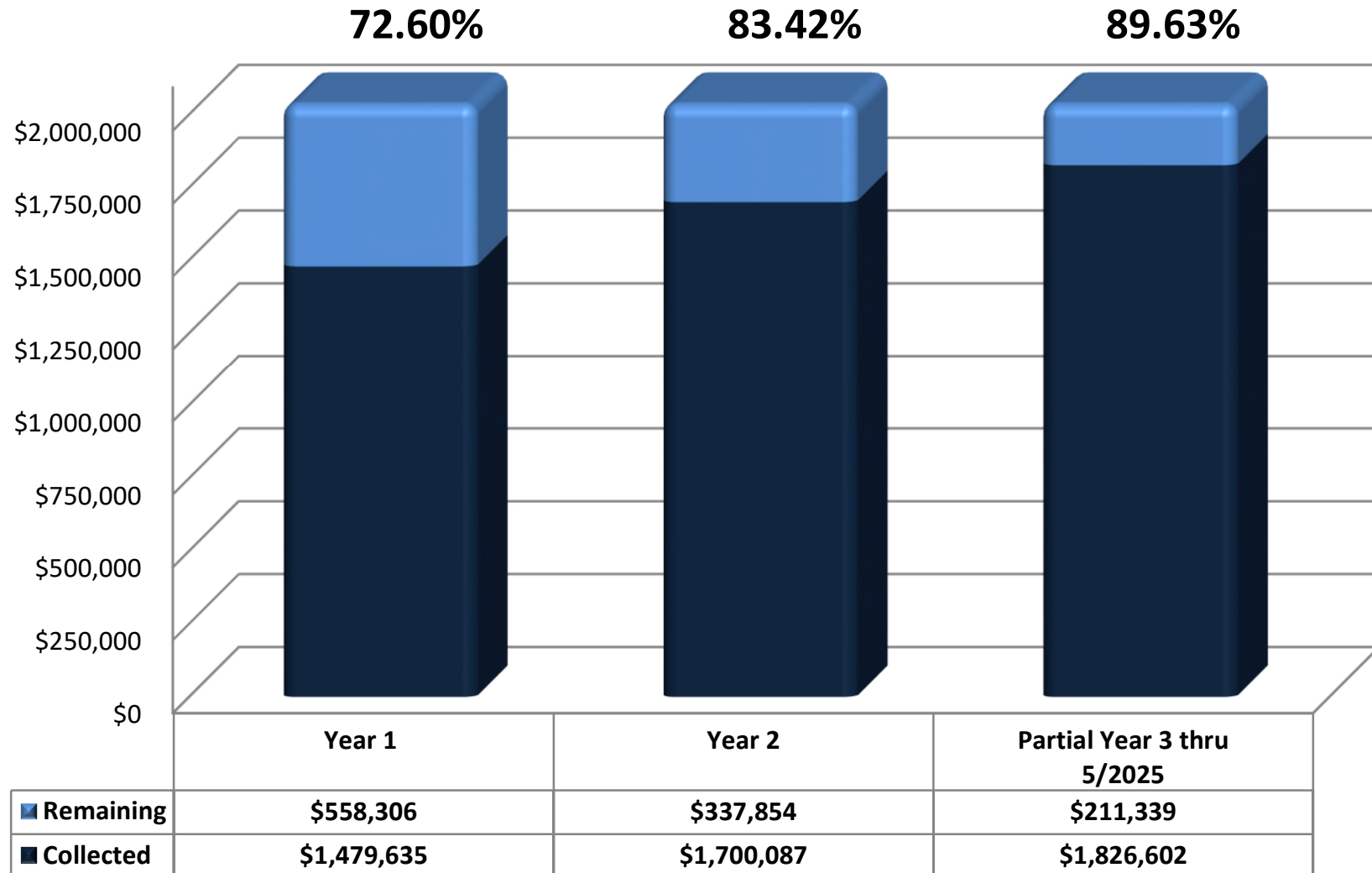
7/1 -6/30 for each year
Initial Outstanding Base Tax- \$1,925,236

Waller County 2020 Percentage of Collections



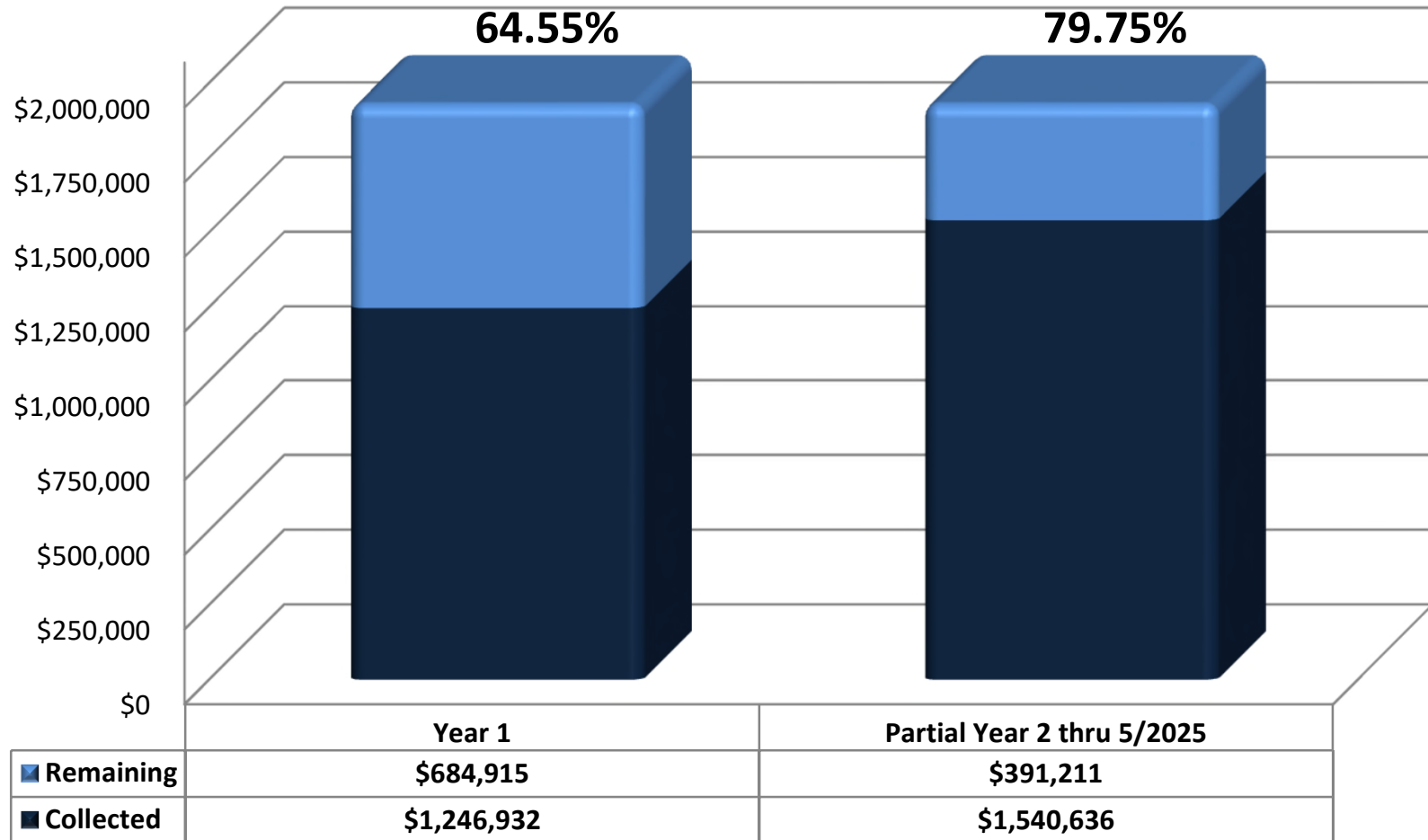
7/1 -6/30 for each year
Initial Outstanding Base Tax- \$1,328,365

Waller County 2021 Percentage of Collections



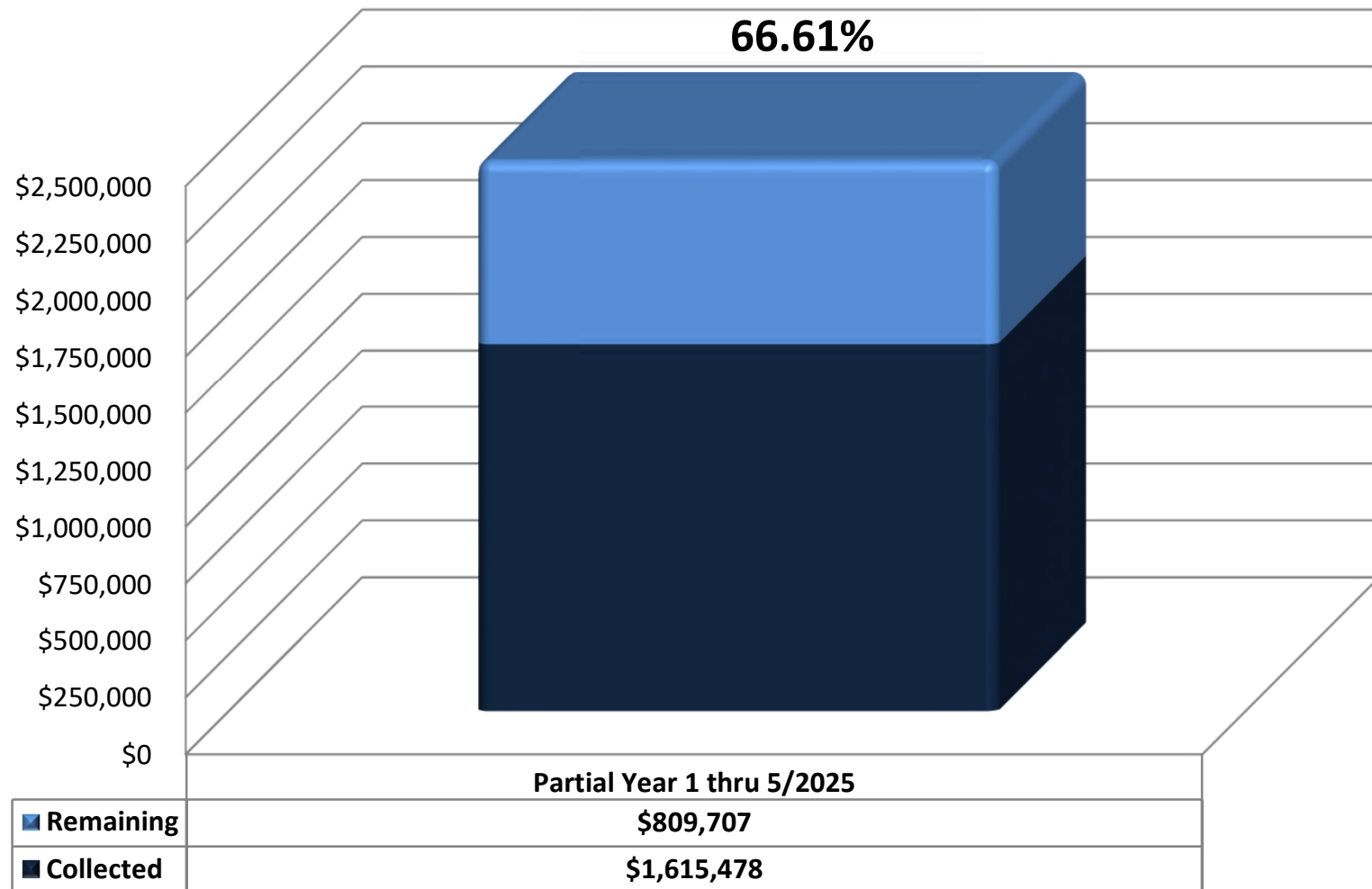
7/1 -6/30 for each year
Initial Outstanding Base Tax- \$2,037,941

Waller County 2022 Percentage of Collections



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

Waller County 2023 Percentage of Collections

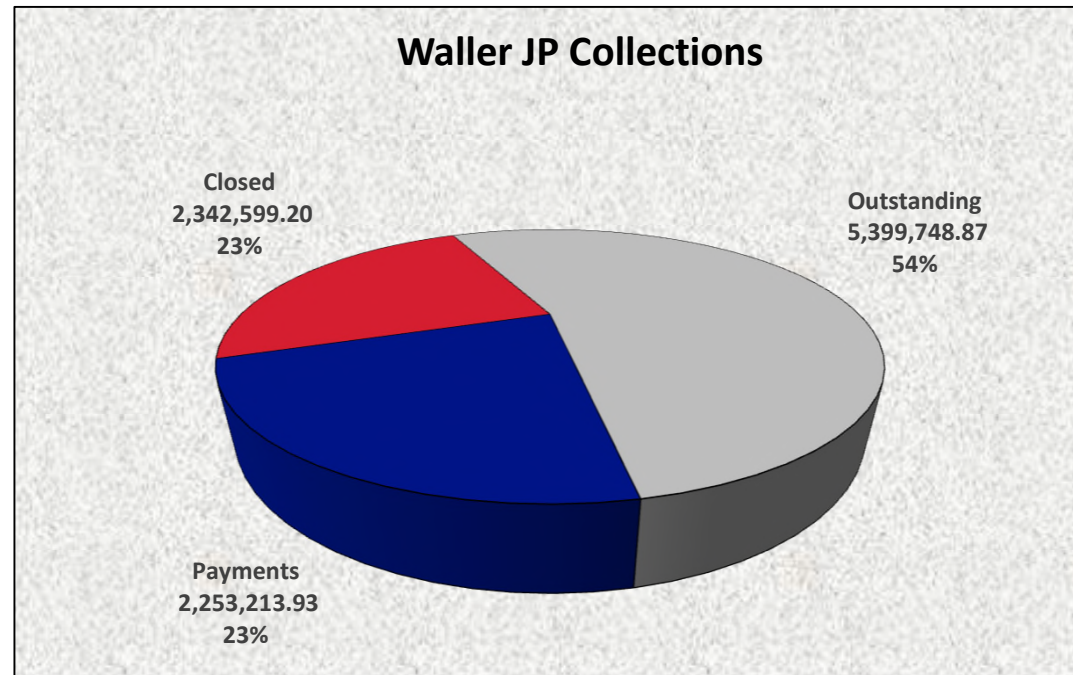


7/1 -6/30 for each year
Initial Outstanding Base Tax- \$2,425,185

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

Collection Report as of June 23, 2025

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total \$ %	Total # %	Address	Letters	Phone #	Phone #	Text
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #	cleared	cleared	Correction	Mailed	Changes	Contacts	Contacts
<u>Waller JP1 (Karisch)</u>	3,768,251	12,090	705,106	3,032	18.71%	25.08%	428,435	1,884	11.37%	15.58%	30.08%	40.66%	11,064	100,644	6,557	19,134	18,628
<u>Waller JP2 (Woolley)</u>	1,243,481	3,239	262,324	884	21.10%	27.29%	348,538	1,103	28.03%	34.05%	49.13%	61.35%	1,855	17,405	1,370	7,836	3,995
<u>Waller JP3 (Jackson)</u>	588,205	2,018	98,571	517	16.76%	25.62%	59,930	289	10.19%	14.32%	26.95%	39.94%	1,305	5,014	1,765	5,533	4,225
<u>Waller JP4 (Krenek)</u>	4,395,625	12,162	1,187,214	5,508	27.01%	45.29%	1,505,695	4,767	34.25%	39.20%	61.26%	84.48%	8,497	79,653	3,622	21,870	9,418
Total of all JP's	9,995,562	29,509	2,253,214	9,941	20.89%	30.82%	2,342,599	8,043	20.96%	25.79%	41.85%	56.61%	22,721	202,716	13,314	54,373	36,266



Waller JP1 Top 10 Accounts By Zip Codes

1

77423 - \$225771.32(289)

2

77449 - \$63331.96(105)

3

77493 - \$47519.43(78)

4

77445 - \$33110.71(54)

5

77084 - \$41845.46(53)

6

77474 - \$30061.52(46)

7

77036 - \$20727.84(32)

8

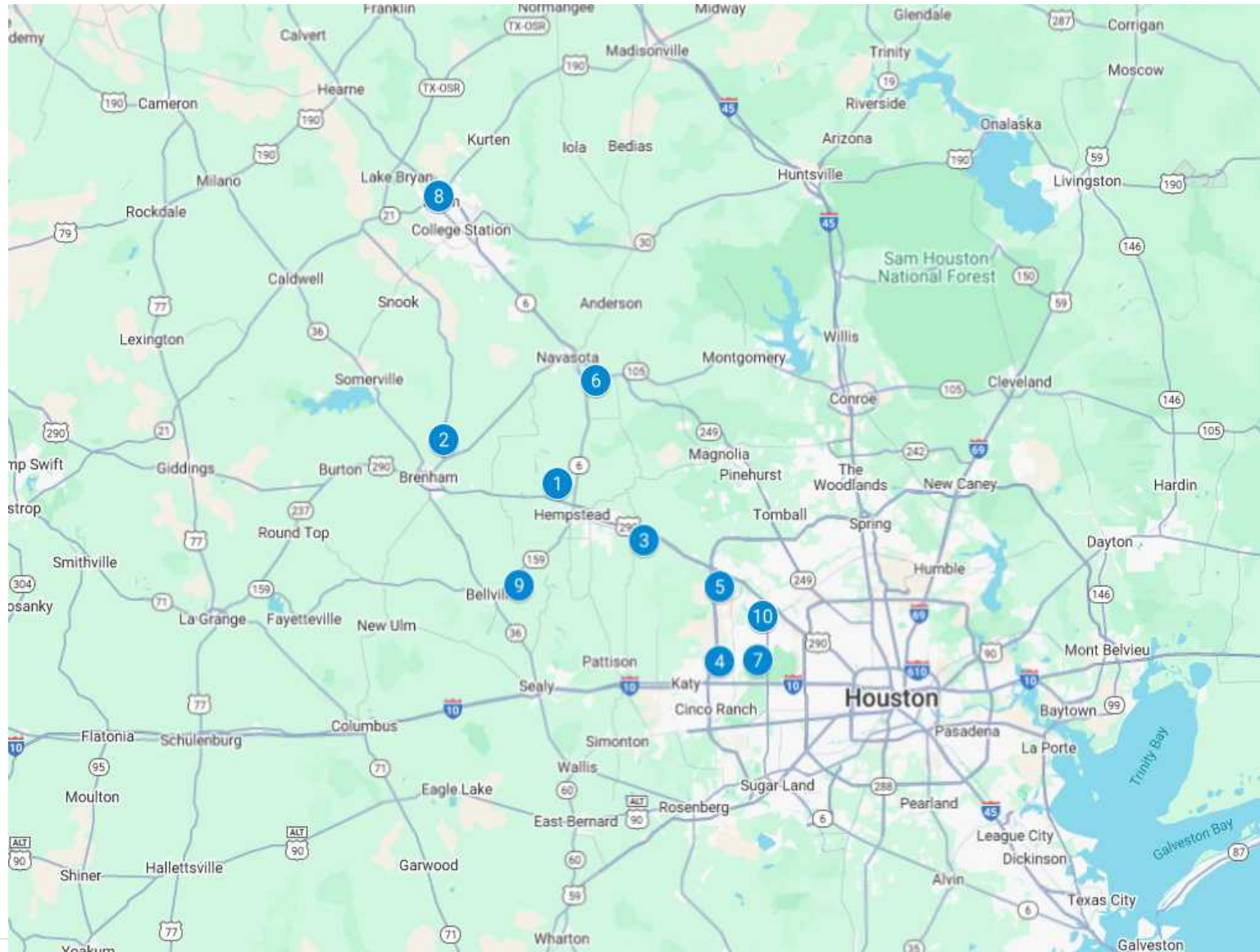
77450 - \$15570.90(24)

9

77494 - \$13643.90(23)

10

77082 - \$14337.70(22)



Waller JP1 Top 10 Bad Address Accounts By Zip Code

1

77445 - \$56390.99(110)

2

77484 - \$9379.10(25)

3

77833 - \$8962.20(19)

4

77423 - \$7673.90(15)

5

77803 - \$5623.80(11)

6

77446 - \$3597.30(10)

7

77868 - \$9867.00(10)

8

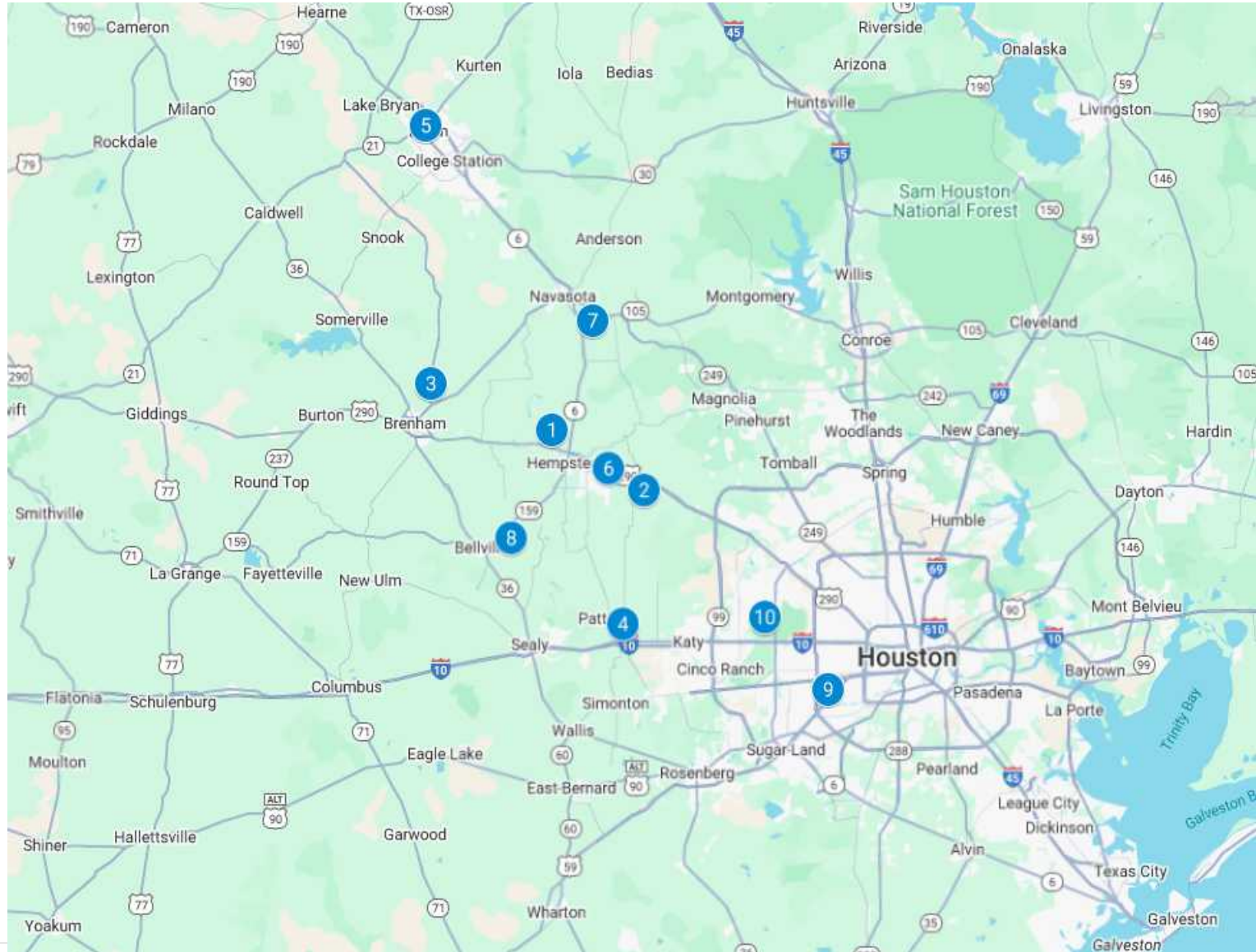
77418 - \$3402.10(9)

9

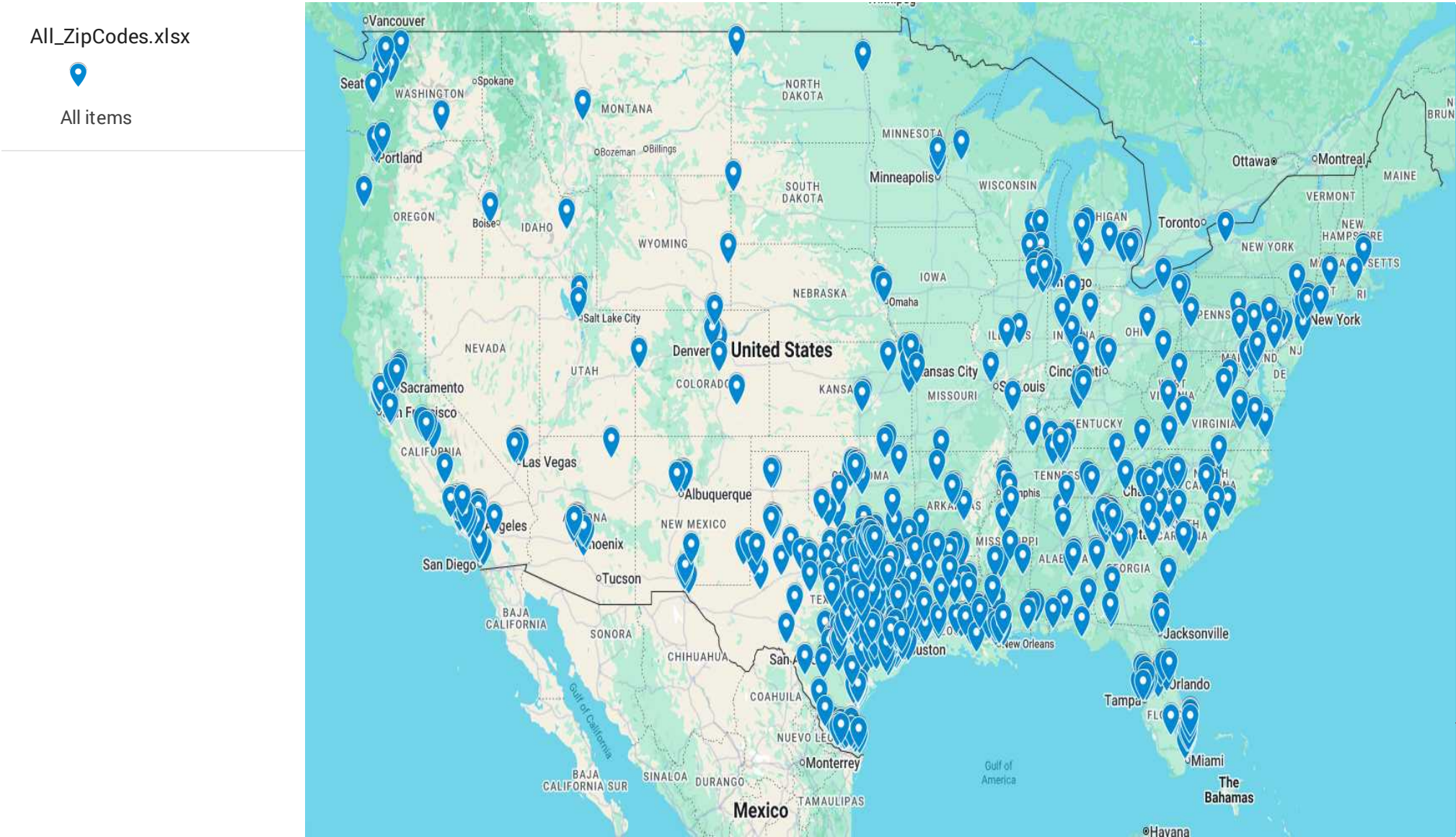
77036 - \$4349.80(8)

10

77084 - \$3949.40(8)



Waller JP1-All Accounts



RESOLUTION

THE STATE OF TEXAS
COUNTY OF WALLER

WHEREAS, WALLER COUNTY (the "Taxing Authority") desires to impose an additional penalty to defray costs incurred in the collection of delinquent taxes pursuant to Sections 33.07, 33.08, and 33.11 of the TEX. TAX CODE, as amended; and

WHEREAS, the Taxing Authority has contracted with a delinquent tax attorney to enforce the collection of delinquent axes pursuant to Section 6.30 of the TEX. TAX CODE, as amended; Now, Therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF WALLER COUNTY THAT:

Section 1: The Taxing Authority adopts the following additional penalties to defray the costs of collection as authorized by the TEX. TAX CODE, as to Sections 33.07, 33.08, and 33.11:

15% of tax year 2024 and prior year collections;
20% of tax year 2025 and subsequent year collections; and

Section 2: An additional penalty on delinquent taxes for tax year 2025 and subsequent years as provided by Section 33.11 in the amount of 20% of the delinquent tax, penalty, and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter.

Section 3: The Taxing Authority's tax assessor collector shall deliver a notice of delinquency and of the penalty imposed in accordance with this Resolution to the property owner in accordance with the requirements of Sections 33.07, 33.08, and 33.11 of the TEX. TAX CODE, as amended.

Section 4: This Resolution constitutes official action of the governing body of the Taxing Authority to impose an additional penalty for tax collection costs as provided in Sections 33.07, 33.08, and 33.11 of the TEX. TAX CODE, as amended.

PASSED AND APPROVED on the _____ day of _____, 2025.

WALLER COUNTY

BY:

ATTEST:

FIRST AMENDED CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

THIS FIRST AMENDED CONTRACT is made and entered into by and between **WALLER COUNTY** a political subdivision of the State of Texas, acting by and through its Commissioner Court, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of the month in which penalties attach to the taxes pursuant to Section 33.07, 33.08 and/or 33.11 of the TEX. TAX CODE; and
- B. Taxes that become delinquent during the term of this contract on property that are delinquent for prior years shall become subject to its terms on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the firm for collection by the Taxing Authority's Tax Collector.
- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

II.

The Firm is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and

is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

All activities performed by the Firm in connection with this contract (i.e. title research fees) are at no out-of-pocket cost to the taxing authority.

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes, when an equal amount of Section 33.07, 33.08 or 33.11 penalties is recovered from the taxpayer. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth below, of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and also the appropriate percentage, as set forth below, of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

Compensation Amounts

15% of tax year 2024 and prior year collections;

20% of tax year 2025 and subsequent year collections;

And additional penalty on delinquent taxes for tax year 2025 and subsequent years as provided by Section 33.11 in the amount of 20% of the delinquent tax, penalty, and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter.

VI.

Taxing Authority agrees to furnish to the Firm all data and information as to the name and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary. Section 33.48(a) (4) of the TEX. TAX CODE provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

VII.

This Contract shall commence on **August 1, 2025** and continue in force and effect until **May 5, 2026** and thereafter on a month to month basis except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

This contract is amended for the purposes of including and adopting the assignment of delinquent taxes subject to section 33.11 of the TEX. TAX CODE, and to amend the Firm's compensation amount for services rendered hereunder to twenty percent (20%) of the total amount of all delinquent taxes, penalties and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes as to tax year 2025 and subsequent year collections as described in the above paragraph V.

All other terms, provisions, conditions and agreements included in the prior contract executed on March 20, 2024 between the parties remain the same.

VIII.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of

_____, 2025, Waller County, Texas.

WALLER COUNTY

By: _____

Attest: _____

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

Attorneys At Law

1235 North Loop West, Suite 600

Houston, Texas 77008

(713) 862-1860 or 1 (800) 833-5886

(713) 862-1429 Fax

By: _____

Disclosure Requirements - Section 2254, Government Code

Section 2254 of the Government Code requires a first amended contingent fee contract to be considered and approved at an open meeting by your local governing body. To comply with this, the following three items are required.

1. Public Notice – The Public Notice provided herein must be posted before or at the time the District gives written notice of their open meeting under Section 551.041.
2. Agenda Item – The Agenda Item provided herein must be placed in the agenda for the open meeting. Please see the proposed language below.
3. Written Findings- At the open meeting, your local governing body must approve the Agenda Item for the first amended contingent fee contract, and it must approve and sign the Written Findings provided herein.

Public Notice:NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Waller County (“County”), will consider entering into a first amended contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. (“Firm”) and hereby posts this notice pursuant to Sec. 2254.106 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The County is pursuing a first amended contract with the Firm for the collection of delinquent ad valorem taxes owed to the County and through this first amended contract the County seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The County believes the Firm has the competency, qualifications, and experience necessary to fulfill this first amended contingent fee contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 50 years, including the collection of delinquent ad valorem taxes. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. It employs more than 400 individuals, including 60 attorneys. It uses a multi-office, fully integrated team approach allowing the County access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the County may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between the County and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm has previously represented the County in the collection of delinquent ad valorem taxes since 2013.

D. The County is unable to perform collection of its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(1)(D). The County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the County.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not the County or taxpayers of the County. The collection of delinquent ad valorem taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent ad valorem taxes due. Moreover, the County will bear the cost of these hourly fees and not the

debtor, because the Tax Code does not expressly authorize the County to pay for collection services based on an hourly fee.

F. The County believes this first amended contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the first amended contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless of the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the County or taxpayers in the County.

Agenda Items:

1. Take action to approve a first amended contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to Waller County and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

Written Findings:**Written Findings as to the First Amended Contingent Fee Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP**

In an open meeting, the Commissioners County of Waller County considered all matters listed Section 2254.1036(a)(1) of the Government Code, as they relate to a first amended contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The Commissioners Court, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of Waller County; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because Waller County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Commissioners Court hereby approves the first amended contingent fee contract by and between Waller County and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Tax Code.

APPROVED and EXECUTED this the ____ day of _____, 2025.

On Behalf of Waller County, Texas

NOTICE OF RECEIPT OF APPLICATION TO REVISE A SUBDIVISION PLAT FILED FOR RECORD WITH THE COUNTY CLERK

Item 26.

APPLICATION: *Goosby Real Estate Investments LLC, owner(s), are requesting to be allowed to amend Lot E/2 of 9, Block 1, Quixote Business Park S724051). The amendment will replat.*

This Replat request, if approved, will only revise the applicant's property.

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on July 9, 2025 at the Joe Kuciemba Annex, 425 FM 1488., Hempstead, Texas, 77445.

STATE OF TEXAS
COUNTY OF WALLER

I, Casey Lee Goosby, President, of Goosby Real Estate Investments, LLC, a Texas limited liability company, owner of the property subdivided, in this plat of TOTOIA GARCIA NO. 1 WAREHOUSE, 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.

We, the aforementioned, hereby dedicate to the public all easements and roads shown thereon. There is also dedicated for utilities, on aerial easement five (5) feet wide taken from a plane twenty (20) feet above the ground, located adjacent to all utility easement and streets shown thereon.

Further, all 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 be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

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

In Testimony, hereto, the Goosby Real Estate Investments, LLC, has caused to be signed by Casey Lee Goosby, its President, and its seal, this 24 day of JUNE, 2025.

Goosby Real Estate Investments, LLC

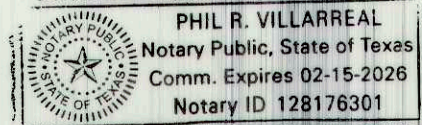
By: Casey Lee Goosby, President

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the under signed authority, on this day personally appeared Casey Lee Goosby, President, known to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of JUNE, 2025.

Phil R. Villarreal
Notary Public
in and for the State of Texas
My Commission Expires 2-15-2026



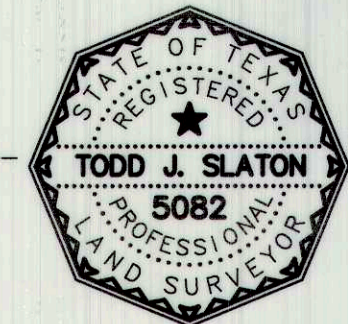
This is to certify that I Todd J. Slaton, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will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

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

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel #480640 0275 E, dated 2/18/2009.

No Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel #480640 0275 E, dated 2/18/2009.

Todd J. Slaton
Todd J. Slaton
Registered Professional Land Surveyor
Texas Registration No. 5082



LEGEND

AC.	ACRES
A.E.	AERIAL EASEMENT
B.L.	BUILDING LINE
C.I.R.	CAPPED IRON ROD
C.M.	CONTROLLING MONUMENT
ESMT.	EASEMENT
D.R.W.C.T.	DEED RECORDS WALLER COUNTY, TEXAS
FND.	FOUND
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS
R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
S.F.	SQUARE FEET
S.S.E.	SANITARY SEWER EASEMENT
U.E.	UTILITY EASEMENT
VOL., PG.	VOLUME, PAGE
W.L.E.	WATER LINE EASEMENT

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

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

Date J. Ross McCall
County Engineer

APPROVED by Commissioners Court of Waller County, Texas, this _____ day of _____, 2025 A.D.

Carbett J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorf
Commissioner, Precinct 4

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

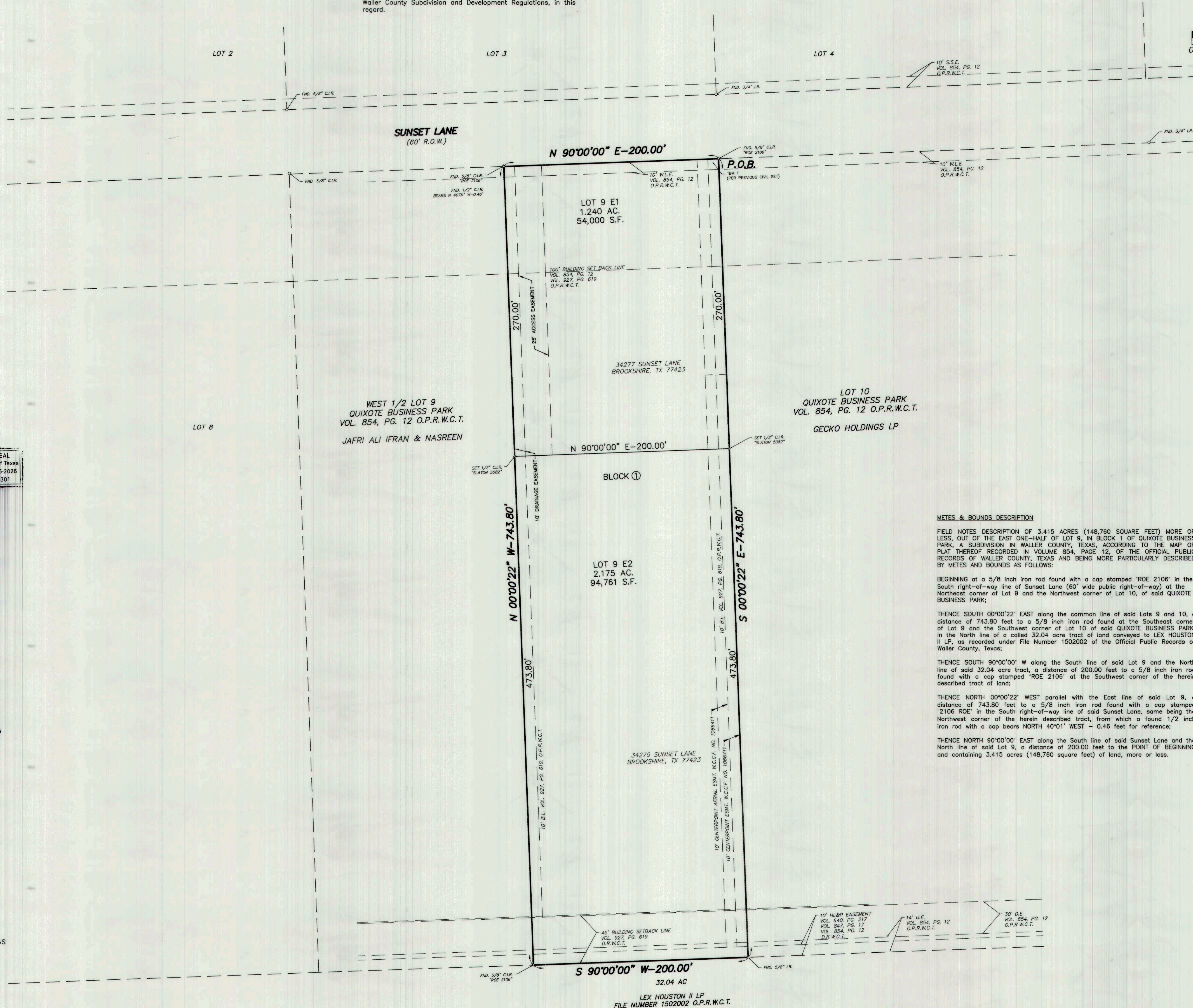
I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within Instrument with the certificate of authentication was filed for registration in my office on the _____ day of _____, 2025, A.D. at _____ o'clock _____ M., in File # _____ of the Official Public Records 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



METES & BOUNDS DESCRIPTION

FIELD NOTES DESCRIPTION OF 3.415 ACRES (148,760 SQUARE FEET) MORE OR LESS, OUT OF THE EAST ONE-HALF OF LOT 9, IN BLOCK 1 OF QUIXOTE BUSINESS PARK, A SUBDIVISION IN WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 854, PAGE 12, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

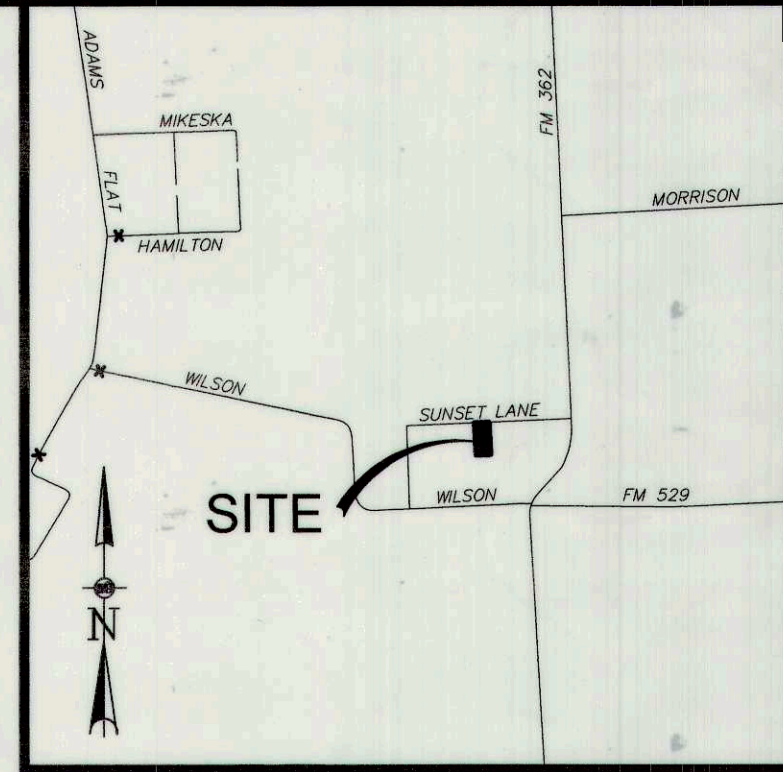
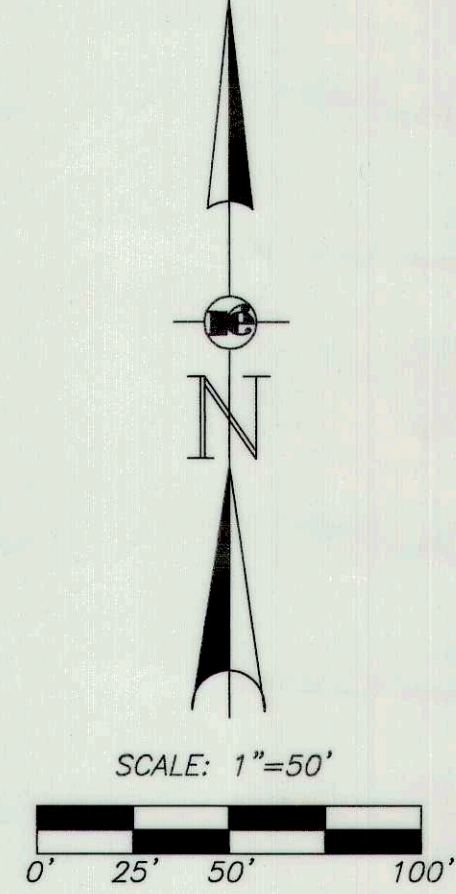
BEGINNING at a 5/8 inch iron rod found with a cap stamped "ROE 2106" in the South right-of-way line of Sunset Lane (60' wide public right-of-way) at the Northeast corner of Lot 9 and the Northwest corner of Lot 10, of said QUIXOTE BUSINESS PARK;

THENCE SOUTH 00°00'22" EAST along the common line of said Lots 9 and 10, a distance of 743.80 feet to a 5/8 inch iron rod found at the Southeast corner of Lot 9 and the Southwest corner of Lot 10 of said QUIXOTE BUSINESS PARK, in the North line of a called 32.04 acre tract of land conveyed to LEX HOUSTON II LP, as recorded under File Number 1502002 of the Official Public Records of Waller County, Texas;

THENCE SOUTH 90°00'00" W along the South line of said Lot 9 and the North line of said 32.04 acre tract, a distance of 200.00 feet to a 5/8 inch iron rod found with a cap stamped "ROE 2106" at the Southwest corner of the herein described tract of land;

THENCE NORTH 00°00'22" WEST parallel with the East line of said Lot 9, a distance of 743.80 feet to a 5/8 inch iron rod found with a cap stamped "2106 ROE" in the South right-of-way line of said Sunset Lane, same being the Northwest corner of the herein described tract, from which a found 1/2 inch iron rod with a cap bears NORTH 40°01' WEST - 0.46 feet for reference;

THENCE NORTH 90°00'00" EAST along the South line of said Sunset Lane and the North line of said Lot 9, a distance of 200.00 feet to the POINT OF BEGINNING and containing 3.415 acres (148,760 square feet) of land, more or less.



VICINITY MAP
N.T.S.

NOTES:

1. All bearings are based on the Plat of Quixote Business Park as recorded in Volume 854, Page 12, of the Waller County Map Records.
2. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48473C0275E, revised date February 18, 2009, the subject property lies within Zone "X" (unshaded), areas determined to be outside the 0.2% annual chance floodplain.
- 100 Year Flood Elevation: 155.33'
500 Year Flood Elevation: 156.50'

"Structures built on lots in the designated Floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) above the 500-year floodplain elevation. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.). Contact the County Engineer's Office for specific information."

3. This survey was performed in connection with information described in city planning letter G.F. No. 2781024-00150, dated February 18, 2025, prepared by Texas American Title Company.
4. Benchmark - Fort Bend County Monument No. FB05, Elevation 157.38', NAVD 88 Datum.

Temporary Benchmark (TBM): TBM-1: top of fire hydrant on the south side of Sunset Lane, near the common boundary line between Lot 9 & Lot 10. Elevation 187.85'.

Both Benchmark and TBM locations and elevations were obtained from client provided approved plans prepared by Water Engineers, Inc. dated 06/13/2017.

5. No pipe line or pipe line easement exist within the boundaries of this plat.
6. This plat is subject to a utility easement granted to CenterPoint Energy Houston Electric, LLC, filed under Volume 931, Page 228 and Volume 1220, Page 436, D.R.W.C.T. and cannot be shown hereon as it is blanket in nature.
7. This plat is subject to a utility easement granted to CenterPoint Energy Waller County Electric, LLC, filed under Waller County Clerk's File No. 1600411, and cannot be shown hereon as it is blanket in nature.
8. No structure in this subdivision shall be occupied until connected to a public sewer system or to an onsite wastewater system which has been approved and permitted by Waller County Environmental Department.

Per Texas Administrative Code 285.4, FACILITY PLANNING [C] Review of subdivision or development plans. Persons proposing residential subdivisions, manufactured housing communities, multi-unit residential developments, business parks, or other similar structures that use OSSFs for sewage disposal shall submit planning materials for these developments to the permitting authority and receive approval prior to submitting an OSSF application.

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

PURPOSE OF REPLAT IS FOR
COMMERCIAL DEVELOPMENT

FINAL REPLAT OF

TOTOIA GARCIA NO. 1 WAREHOUSE

A SUBDIVISION OF 3.415 ACRES OF LAND LOCATED IN THE J.M. GARRETT SURVEY, ABSTRACT NO. 342, AND BEING A REPLAT OF THE EAST ONE-HALF (E. 1/2) OF LOT NINE (9), IN BLOCK ONE (1), OF QUIXOTE BUSINESS PARK, AS RECORDED IN VOLUME 854, PAGE 12, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS

SCALE: 1" = 50' 2 LOTS 1 BLOCK

DATE PREPARED: MAY 6, 2025

OWNER:

GOOSBY REAL ESTATE INVESTMENTS, LLC
2503 DALLAS STREET
HOUSTON, TEXAS 77003
713-828-1639

PREPARED BY
CIVIL ENGINEERING AND LAND SURVEYING FIRM:

REKHA ENGINEERING, INC.



7676 Hillmont Street, Suite 350

Houston, Texas 77040

713-895-8080

713-895-8081

Job No.: 1223-4547

TBPLS FIRM NO. 10133800

TBPE NO. F-3712

Contact: John H. English, Sr. Vice President

jake1@pdq.net

SHEET No.
C3



WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final RePlat Approval for Totoia Garcia No. 1 Warehouse

Date: July 9, 2025

Background

Final RePlat of Totoia Garcia No. 1 Warehouse which consist of 3.415 acres will include 2 Lots and 1 Block in Precinct 3.

Staff Recommendation

Approve Plat

STATE OF TEXAS
COUNTY OF WALLER

I, Casey Lee Goosby, President, of Goosby Real Estate Investments, LLC, a Texas limited liability company, owner of the property subdivided, in this plat of TOTOIA GARCIA NO. 1 WAREHOUSE, 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.

We, the aforementioned, hereby dedicate to the public all easements and roads shown thereon. There is also dedicated for utilities, on aerial easement five (5) feet wide taken from a plane twenty (20) feet above the ground, located adjacent to all utility easement and streets shown thereon.

Further, all 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 be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

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

In Testimony, hereto, the Goosby Real Estate Investments, LLC, has caused to be signed by Casey Lee Goosby, its President, and its seal, this 24 day of JUNE, 2025.

Goosby Real Estate Investments, LLC

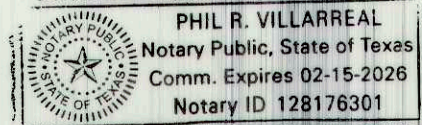
By: Casey Lee Goosby, President

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the under signed authority, on this day personally appeared Casey Lee Goosby, President, known to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of JUNE, 2025.

Phil R. Villarreal
Notary Public
in and for the State of Texas
My Commission Expires 2-15-2026



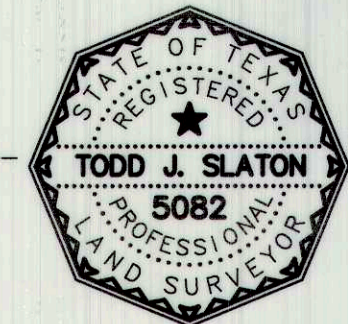
This is to certify that I Todd J. Slaton, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will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

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

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel #480640 0275 E, dated 2/18/2009.

No Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel #480640 0275 E, dated 2/18/2009.

Todd J. Slaton
Todd J. Slaton
Registered Professional Land Surveyor
Texas Registration No. 5082



LEGEND

AC.	ACRES
A.E.	AERIAL EASEMENT
B.L.	BUILDING LINE
C.I.R.	CAPPED IRON ROD
C.M.	CONTROLLING MONUMENT
ESMT.	EASEMENT
D.R.W.C.T.	DEED RECORDS WALLER COUNTY, TEXAS
FND.	FOUND
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS
R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
S.F.	SQUARE FEET
S.S.E.	SANITARY SEWER EASEMENT
U.E.	UTILITY EASEMENT
VOL., PG.	VOLUME, PAGE
W.L.E.	WATER LINE EASEMENT

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

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

Date J. Ross McCall
County Engineer

APPROVED by Commissioners Court of Waller County, Texas, this _____ day of _____, 2025 A.D.

Carbett J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorf
Commissioner, Precinct 4

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

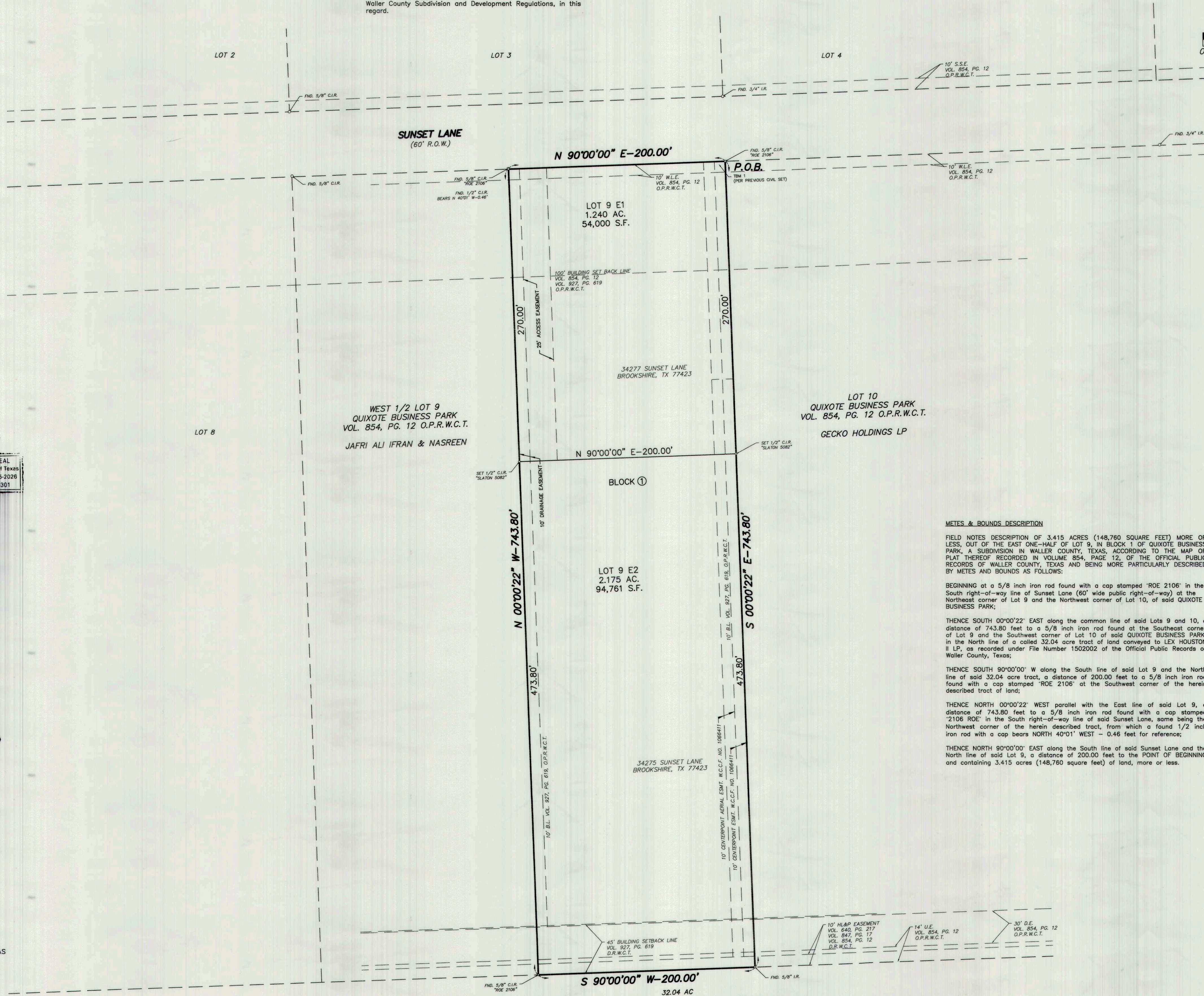
I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within instrument with the certificate of authentication was filed for registration in my office on the _____ day of _____, 2025, A.D. at _____ o'clock _____ M., in File # _____ of the Official Public Records 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



METES & BOUNDS DESCRIPTION

FIELD NOTES DESCRIPTION OF 3.415 ACRES (148,760 SQUARE FEET) MORE OR LESS, OUT OF THE EAST ONE-HALF OF LOT 9, IN BLOCK 1 OF QUIXOTE BUSINESS PARK, A SUBDIVISION IN WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 854, PAGE 12, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found with a cap stamped "ROE 2106" in the South right-of-way line of Sunset Lane (60' wide public right-of-way) at the Northeast corner of Lot 9 and the Northwest corner of Lot 10, of said QUIXOTE BUSINESS PARK;

THENCE SOUTH 00°00'22" EAST along the common line of said Lots 9 and 10, a distance of 743.80 feet to a 5/8 inch iron rod found at the Southeast corner of Lot 9 and the Southwest corner of Lot 10 of said QUIXOTE BUSINESS PARK, in the North line of a called 32.04 acre tract of land conveyed to LEX HOUSTON II LP, as recorded under File Number 1502002 of the Official Public Records of Waller County, Texas;

THENCE SOUTH 90°00'00" W along the South line of said Lot 9 and the North line of said 32.04 acre tract, a distance of 200.00 feet to a 5/8 inch iron rod found with a cap stamped "ROE 2106" at the Southwest corner of the herein described tract of land;

THENCE NORTH 00°00'22" WEST parallel with the East line of said Lot 9, a distance of 743.80 feet to a 5/8 inch iron rod found with a cap stamped "2106 ROE" in the South right-of-way line of said Sunset Lane, same being the Northwest corner of the herein described tract, from which a found 1/2 inch iron rod with a cap bears NORTH 40°01' WEST - 0.46 feet for reference;

THENCE NORTH 90°00'00" EAST along the South line of said Sunset Lane and the North line of said Lot 9, a distance of 200.00 feet to the POINT OF BEGINNING and containing 3.415 acres (148,760 square feet) of land, more or less.

NOTES:

1. All bearings are based on the Plat of Quixote Business Park as recorded in Volume 854, Page 12, of the Waller County Map Records.
2. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48473C0275E, revised date February 18, 2009, the subject property lies within Zone "X" (unshaded), areas determined to be outside the 0.2% annual chance floodplain.
- 100 Year Flood Elevation: 155.33'
500 Year Flood Elevation: 156.50'

"Structures built on lots in the designated Floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) above the 500-year floodplain elevation. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.). Contact the County Engineer's Office for specific information."

3. This survey was performed in connection with information described in city planning letter G.F. No. 2781024-00150, dated February 18, 2025, prepared by Texas American Title Company.
4. Benchmark - Fort Bend County Monument No. FB05, Elevation 157.38', NAVD 88 Datum.

Temporary Benchmark (TBM): TBM-1: top of fire hydrant on the south side of Sunset Lane, near the common boundary line between Lot 9 & Lot 10. Elevation 187.85'.

Both Benchmark and TBM locations and elevations were obtained from client provided approved plans prepared by Water Engineers, Inc. dated 06/13/2017.

5. No pipe line or pipe line easement exist within the boundaries of this plat.

6. This plat is subject to a utility easement granted to CenterPoint Energy Houston Electric, LLC, filed under Volume 931, Page 228 and Volume 1220, Page 436, D.R.W.C.T. and cannot be shown hereon as it is blanket in nature.

7. This plat is subject to a utility easement granted to CenterPoint Energy Houston Electric, LLC, filed under Waller County Clerk's File No. 1600411, and cannot be shown hereon as it is blanket in nature.

8. No structure in this subdivision shall be occupied until connected to a public sewer system or to an onsite wastewater system which has been approved and permitted by Waller County Environmental Department.

Per Texas Administrative Code 285.4, FACILITY PLANNING [C] Review of subdivision or development plans. Persons proposing residential subdivisions, manufactured housing communities, multi-unit residential developments, business parks, or other similar structures that use OSSFs for sewage disposal shall submit planning materials for these developments to the permitting authority and receive approval prior to submitting an OSSF application.

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

PURPOSE OF REPLAT IS FOR
COMMERCIAL DEVELOPMENT

FINAL REPLAT OF

TOTOIA GARCIA NO. 1 WAREHOUSE

A SUBDIVISION OF 3.415 ACRES OF LAND LOCATED IN THE J.M. GARRETT SURVEY, ABSTRACT NO. 342, AND BEING A REPLAT OF THE EAST ONE-HALF (E. 1/2) OF LOT NINE (9), IN BLOCK ONE (1), OF QUIXOTE BUSINESS PARK, AS RECORDED IN VOLUME 854, PAGE 12, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS

SCALE: 1" = 50' 2 LOTS 1 BLOCK

DATE PREPARED: MAY 6, 2025

OWNER:

GOOSBY REAL ESTATE INVESTMENTS, LLC
2503 DALLAS STREET
HOUSTON, TEXAS 77003
713-828-1639

PREPARED BY
CIVIL ENGINEERING AND LAND SURVEYING FIRM:

REKHA ENGINEERING, INC.



7676 Hillmont Street, Suite 350

Houston, Texas 77040

713-895-8080

713-895-8081

Job No.: 1223-4547

TBPLS FIRM NO. 10133800

TBPE NO. F-3712

Contact: John H. English, Sr. Vice President

jake1@pdq.net

SHEET No.

C3

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND EUNA SOLUTIONS, INC. FOR A CLOUD-BASED E-PROCUREMENT PLATFORM

This Agreement for a cloud-based e-Procurement platform and related services (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and Euna Solutions, Inc. (“Contractor”), a Delaware corporation, with its principal place of business at 1155 Perimeter Center W., Unit 500, Sandy Springs, Georgia 30338 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, pursuant to Texas Local Government Code Chapter 271, Subchapter F, the County may participate in a cooperative purchasing program with another local government of Texas or another State, or with a local cooperative organization of Texas or another State;

WHEREAS, Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities;

WHEREAS, County is a member of Sourcewell;

WHEREAS, GTY Technology Holdings, Inc. was awarded a contract with Sourcewell, contract number 060624-GTH, in accordance with applicable law for certain goods and services;

WHEREAS, GTY Technology Holdings, Inc. became Euna Solutions, Inc. and provides products and services under Sourcewell contract number 060624-GTH; and

WHEREAS, the County desires to purchase, and the Contractor desires to sell certain goods and services; and

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

WEHREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

SECTION 1. AGREEMENT

- 1.1 Services to be Performed: The goods and services to be provided are contained in the Contractor's proposal ("Proposal") attached hereto as Exhibit A, and which Contractor represents and warrants is in accordance with Sourcewell Contract 060624-GTH. Contractor shall perform the services as described in, and in accordance with Exhibit A.
- 1.2 Contract Documents: The following documents constitute the "Contract Documents":
- a. This Agreement;
 - b. Sourcewell Contract 060624-GTH together with all of its attachments and appendices,;
 - c. The Proposal, attached hereto as Exhibit A; and
 - d. The Texas Certifications, attached hereto as Exhibit B; and
 - e. Contractor's End User License Agreement attached hereto as Exhibit C.

All of the Documents referred to in this Section 3 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) Sourcewell Contract 060624-GTH with all of its attachments and appendices, 3) the Proposal, 4) the Texas Certifications and 5) Contractor's End User License Agreement.

- 1.3 Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are in addition to the terms and conditions Contract Number 060624-GTH. This Agreement is not intended to conflict with or diminish the terms and conditions of Sourcewell Contract Number 060624-GTH.

SECTION 2. DESIGNATED REPRESENTATIVES

- 2.1 County's Designated Representatives: The County designates the Procurement Director as the Designated Representative with regard to the services performed under this Agreement.
- 2.2 Contractor's Designated Representatives: Contractor designates Ivar Gragtmans as its Designated Representative with regard to the services performed under this Agreement.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Time for Performance: Contractor shall provide the services as provided herein immediately upon execution of the Agreement, and throughout the term specified in Section 5.
- 3.2 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to perform the services in accordance with the terms and conditions of this Agreement.

- 3.3 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
- 3.4 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

SECTION 4. CONTRACT PRICE

- 4.1 Total Fee: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for services actually performed in an amount not to exceed fourteen thousand four hundred and twenty-six dollars (\$14,426.00).
- 4.2 Payment: The County agrees to pay Contractor for goods and services the amount identified in Section 4.1 according to the terms and conditions of this Contract. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

SECTION 5. TERM AND TERMINATION

- 5.1 Agreement Term: The term of this Agreement shall begin on the Effective Date and continue for a one (1) year period (the “Term”), unless either Party terminates this Agreement in accordance with its terms.
- 5.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 5.3 Termination for Failure to Perform: Intentionally Omitted.
- 5.4 Termination for Insolvency and Bankruptcy: Intentionally Omitted.
- 5.5 Termination for Cause or Convenience: Intentionally Omitted.
- 5.6 Notice of Termination: Intentionally Omitted.
- 5.7 Opportunity to Cure: Intentionally Omitted.
- 5.8 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate under the Agreement.
- 5.9 Prorated Refund: Intentionally Omitted.

SECTION 6. NO EXCLUSION OR PAYMENT

- 6.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

- 7.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 8. INTERPRETATION

- 8.1 Interpretation: This Agreement controls over any other document, order form, purchase order, end user license agreement, terms, or conditions in regard to the services to be performed hereunder.

SECTION 9. SITE INSPECTION AND COORDINATION

- 9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. WARRANTIES

- 10.1 Warranties: Contractor provide warranties to the County as required by Sourcewell Contract 060624-GTH.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

- 12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 13. INDEMNITY.

- 13.1 **INDEMNITY: THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANY OTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO THE COUNTY INDEMNIFYING, HOLDING OR SAVING HARMLESS**

ANY PERSON, ENTITY, OR ORGANIZATION FOR ANY REASON WHATSOEVER ARE HEREBY DELETED. INTENTIONALLY OMITTED.

SECTION 14. INSURANCE REQUIREMENTS

- 14.1 **Insurance Limits and Required Certificates:** Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Euna Solutions, Inc., the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:
- a. All insurance coverages required under Sourcewell Contract 060624-GTH, provided that the required limits of insurance are consistent with Texas law requirements. If Texas law requires higher limits of insurance for the insurance types required by Sourcewell Contract 060624-GTH, Contractor shall obtain insurance that meets the requirements of Texas law.
- 14.2 **Additional Insured:** Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
- 14.3 **Certificates of Insurance:** Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 14.4 **No Decrease in Liability:** The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 14.5 **No Cancellation or Modification:** Contractor shall not cancel or materially modify the limits of insurance required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 15. ASSIGNMENT

- 15.1 **Assignment:** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Intentionally Omitted.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.1 **Recitals:** The Recitals are incorporated into this Agreement.
- 16.2 **Jurisdiction and Venue:** This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 16.3 **Right of Review:** The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Agreement. The is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees

to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.

- 16.4 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 16.5 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 16.6 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Party seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither Party shall be liable for any loss, damage, or penalty resulting from delays or failures in performance resulting from force majeure events, including any obligation of County to make payments to EUNA hereunder.
- 16.7 Non-Appropriation: Intentionally Omitted.
- 16.8 Equitable Relief: Each Party acknowledges and agrees that a breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without the requirement to post a bond or other security. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- 16.9 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 16.10 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 16.11 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 16.12 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 16.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 16.14 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
- 16.15 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.16 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.17 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 16.18 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Each party shall also provide the other party with a courtesy copy of the required notice by email. Mailed notices shall be deemed

received three (3) business days after the notice is placed in the mail with proper postage paid. A notice is only effective if it complies with the requirements of this section. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
425 FM 1488

Hempstead, Texas 77445

To Contractor:

Attn: Legal
1155 Perimeter Center West
Suite 500
Sandy Springs, GA 30338

COUNTY

Carbett "Trey" Duhon, III
Waller County Judge

Date: _____

CONTRACTOR



Anthony Berry
Director, Sales

Date: Friday, June 20th 2025



The leading eProcurement Solution Purpose-built for the Public Sector

Prepared for: Waller
County TX

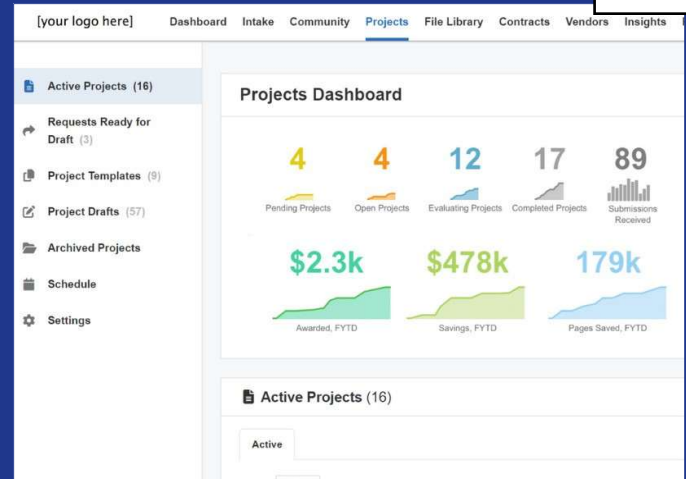
[2025-06-10]



EUNA
solutions

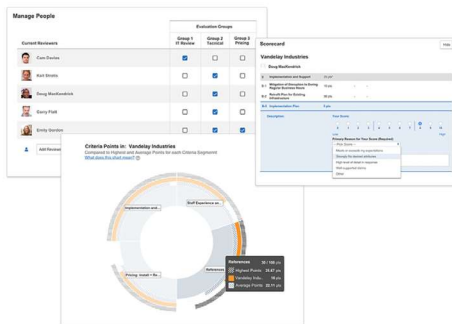
A personalized proposal for [Waller County TX]

The following proposal has been personalized based on the unique challenges and goals of your agency based on several in-depth conversations with your procurement team.



Sourcing

PROPOSED



Euna Sourcing is your one-stop shop for all solicitations—whether they’re simple price-only bids, or complicated, multi-faceted RFPs.

Contracting

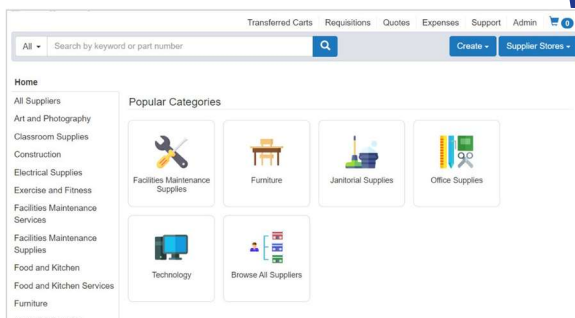
PROPOSED



Euna Contracting enables you to stay on top of your active agreements and proactively assess supplier performance and stakeholder satisfaction.

Marketplace

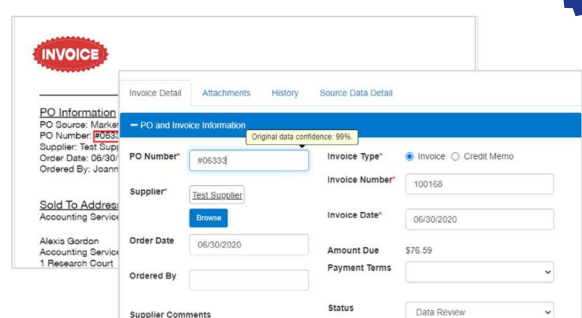
NOT PROPOSED



Ensure compliant spend by providing staff with a centralized shopping marketplace filled with approved suppliers and pre-negotiated pricing.

Invoicing

NOT PROPOSED



Streamline the receiving, transcription, and reconciliation of invoices, making the entire process more efficient and secure.

Dear Waller County TX,

At Euna Solutions, our mission is clear: We exist to build trust and enable transparency in our communities. We believe that technology has the power to transform government operations, making them more efficient, open, and responsive to the needs of the people they serve.

As your trusted partner, we are dedicated to delivering solutions that empower government organizations to operate with greater clarity, accountability, and efficiency. Our innovative software is designed to simplify complex processes, enhance decision-making, and foster stronger connections with your constituents.

We understand the unique challenges you face, and we are here to help you navigate them with confidence. By working together, we can achieve a more transparent, trusted, and inclusive future for the communities you serve.

I look forward to welcoming you to the Euna family!

Sincerely,



Tom Amburgey,
CEO, Euna Solutions

“It’s really the ease of use, the utility of Euna Procurement, the reliability of it, and how much quicker it is for the project manager to get from evaluation to signing a contract. It’s made things more efficient.”

Michale Brinton
Contracts Manager

“The Euna team is absolutely amazing to deal with.”

Janice Verhagen
Procurement Manager

Table of Contents

01

| Letter from Euna's CEO |

02

| Executive Summary |

03

| About Euna Solutions |

04

| Solution Overview |

05

| Network Benefits, Security, and Implementation

06

Cost Justification / ROI Calculations

07

Closing Thoughts

08

Price Sheet

"This has been a win-win-win; across every segment of our vast territory, rural and urban alike, the number of [RFx] submissions has gone up. Our member boards now have the ability to monitor and plan for every stage of the procurement process. And our buyers are focused on high value work."

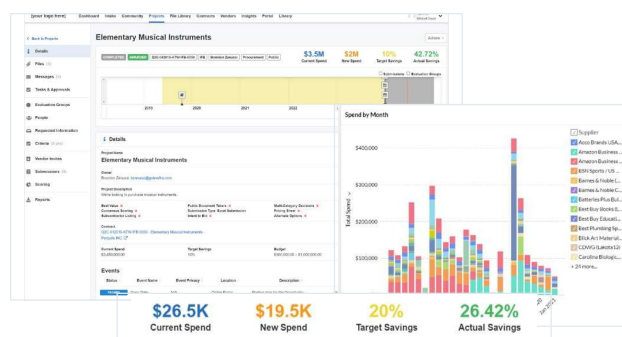
Lori Letourneau

Director, The Centre d'excellence en approvisionnement (CEA), FRANCOachat

A Full-Cycle Procurement Solution

Purpose-built for the public sector

Elevating public procurement professionals from being known as task managers and red tape to strategic partners



Reduce procurement cycle times

Leverage the power of efficient workflows paired with community collaboration to scale your productivity and result without compromising on quality or compliance.

2X
FASTER PROJECTS



Maximize your spend

Tap into the largest supplier network in North America to increase competition, lower prices, and ensure best-value decisions. Optimize everyday spend with our AI-powered Savings Advisor to combat rising costs.

8.7%
AVERAGE COST SAVINGS



Ensure compliance and reduce risk

Proactive guardrails, error checkers, workflows, and more solidify confidence that you are upholding the integrity of all procurement processes. Air-tight audit trails provide you with the proof to back it up.

3X
RETURN ON INVESTMENT

Equipping you with the tools you need at each step of the procurement process

Powered by the collective power and resources of the Buyer and Supplier Networks, Euna Procurement boasts the most comprehensive procurement solution that is purpose-built for public procurement.



QUICK IMPLEMENTATION



EASY TO USE



AWARD-WINNING SUPPORT

Buyer Network

- ✓ Peer RFx library
- ✓ Cooperative contact library
- ✓ User meetups

Supplier Network

- ✓ Solicitation distribution
- ✓ Diversity tracking
- ✓ Registration management

Sourcing

Enable smarter, faster sourcing

Euna Sourcing is your one-stop shop for all solicitations—whether they're simple price-only bids or complicated, multi-faceted RFPs.

Contracting

Track contracts and monitor performance

Euna Contracting enables you to stay on top of your active agreements and proactively assess supplier performance and stakeholder satisfaction.

Marketplace

Make on-contract shopping effortless

Ensure compliant spend by providing staff with a centralized shopping marketplace filled with approved suppliers and pre-negotiated pricing.

Invoicing

Automate the invoice to payment process

Streamline the receiving, transcription, and reconciliation of invoices, making the entire process more efficient and secure.

Supplier Management

Registration

Notifications

Communication

Performance

Storefronts

Platform

Analytics

Workflows

Integrations

Approvals

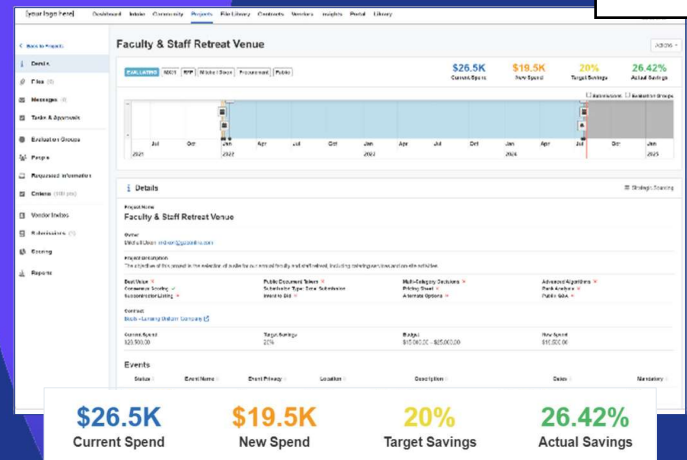
Templates

Draft, issue, evaluate, and award bids faster than ever

Whether you're issuing price-only bids or complicated, multi-faceted solicitations, Euna Sourcing—part of Euna Procurement—is your one-stop-shop for all solicitations.

850,000+
SHARED SUPPLIERS

60,000+
SHARED RFX TEMPLATES



Center for Library Services

REQUEST FOR PROPOSALS
RFP #2203
For
Software Development, Software Engineering Services
Proposal due date: [Proposal end date]
[Department Requesting]

Draft solicitations quickly and collaboratively

Streamline your RFP build with powerful tools to store, manage, and collaborate on documents and approvals—all inside Euna Sourcing.

- ✓ Centralize document storage
- ✓ Leverage a collaborative editor

Collect, tabulate, and analyze responses

Automatically tabulate and sort supplier offers, aided by data visualizations to help you run powerful pricing scenarios to make more strategic sourcing decisions.

- ✓ Collect all relevant documents and data
- ✓ Compare apples-to-apples quickly

Order List: Building Renovation

Item	Selected	Cost	Unit	Unit Price	Total Price
1. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
2. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
3. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
4. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
5. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
6. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
7. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
8. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
9. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
10. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
11. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
12. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
13. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
14. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
15. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
16. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
17. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
18. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
19. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
20. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
21. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
22. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
23. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
24. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
25. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
26. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
27. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
28. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
29. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
30. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
31. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
32. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
33. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
34. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
35. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
36. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
37. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
38. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
39. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
40. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
41. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
42. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
43. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
44. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
45. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
46. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
47. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
48. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
49. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
50. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
51. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
52. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
53. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
54. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
55. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
56. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
57. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
58. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
59. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
60. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
61. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
62. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
63. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
64. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
65. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
66. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
67. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
68. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
69. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
70. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
71. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
72. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
73. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
74. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
75. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
76. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
77. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
78. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
79. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
80. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
81. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
82. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
83. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
84. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
85. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
86. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
87. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
88. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
89. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
90. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
91. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
92. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
93. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
94. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
95. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
96. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
97. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
98. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
99. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00
100. [Item Name]	Selected	\$1,100.00	1	\$1,100.00	\$1,100.00

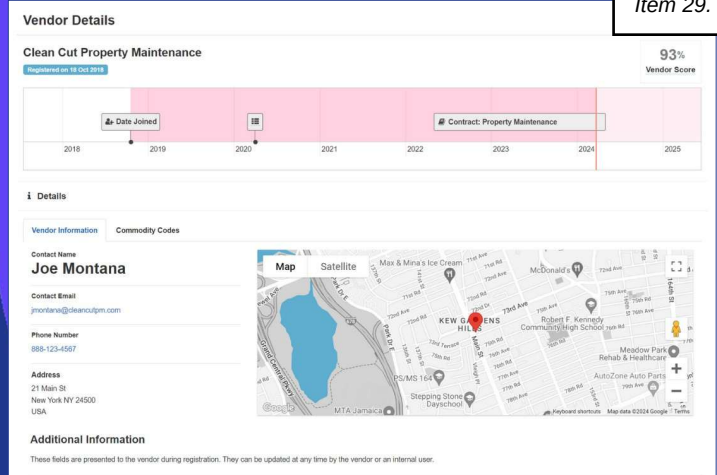
Evaluate and award responses with ease

Organize and group stakeholders in your RFP process to manage document access, streamline evaluations, and provide a central location for reviewing, scoring, and meeting deadlines.

- ✓ Deploy customizable scorecards
- ✓ Identify lack of consensus quickly

Build stronger supplier relationships

Whether you're approving a new registration, tracking the performance of an awarded supplier, or anything in-between, Euna Supplier Management—part of Euna Procurement—provides you with the confidence you need to effectively manage suppliers.



Streamline supplier registration

A streamlined, self-service supplier registration process makes it easy for suppliers to register and do business with your agency. Quickly collect required documents, supplier information, and more from local and national suppliers.

- ✔ Customizable registration
- ✔ Supports automatic and manual approvals

Set suppliers up for success

Equip your suppliers with the tools and support needed to grow their business. This promotes greater supplier engagement and builds strong, mutually beneficial relationships.

- ✔ Free solicitation notifications and responses
- ✔ Free storefronts for selling on the marketplace

★ Performance Surveys (1) Hide Create

Surveys Scores

Select a survey: Captive Construction TM: Customer Service Feedback

Captive Construction TM: Customer Service Feedback

Next Survey: June 7th 2020 Frequency: Monthly Survey Start: May 7th 2020 Survey End: Never
Contract: MX16- Construction Services for Building Development

87% Survey Score

Respondent	Date Submitted	How likely are you to recommend the following company to a friend or colleague? / 10	How is the customer service of Captive Construction TM? / 5	How professional are the employees of Captive Construction TM? / 5
Sean Wilson	3 days ago	8 / 10	4 / 5	4 / 5
Meghan Wahab	2 days ago	10 / 10	5 / 5	4 / 5
Kyle Champion	4 days ago	8 / 10	4 / 5	3 / 5

Monitor performance and mitigate risk

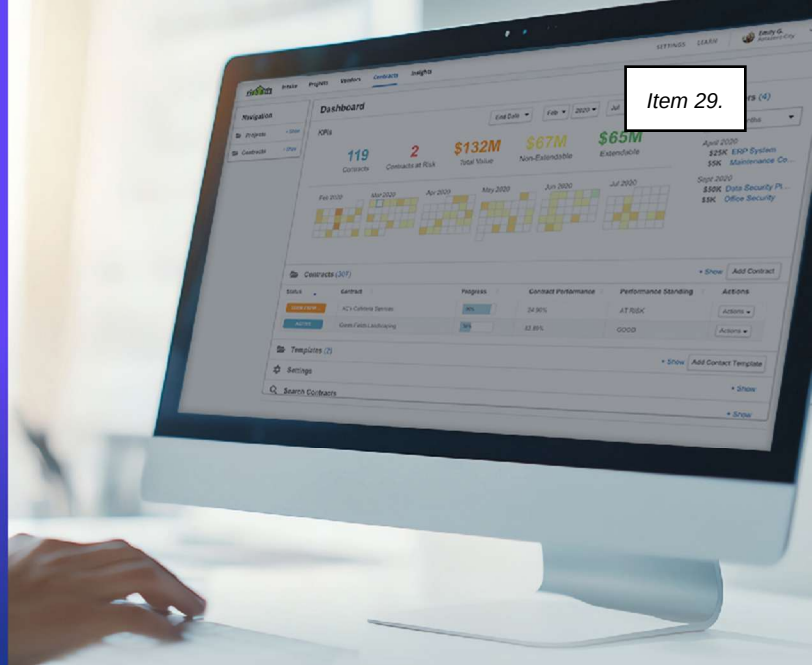
Continually monitor supplier performance and give yourself plenty of lead-time to go back to market when suppliers miss the mark or stakeholder expectations aren't met.

- ✔ Customizable performance surveys
- ✔ Proactive performance warnings

Reporting and Analysis

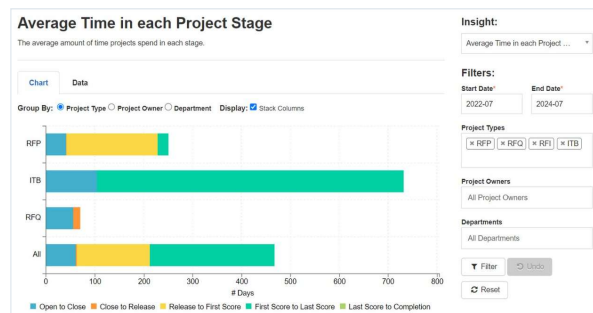
Satisfy stakeholders and simplify compliance, audits, and analysis with built-in metrics and real-time visual dashboards.

Monitor workload, see projects in your pipeline, manage approval workflows, and easily report on key metrics. Euna reporting captures information in a wide variety of categories to support transparency and evidence-based decision-making.



Sourcing

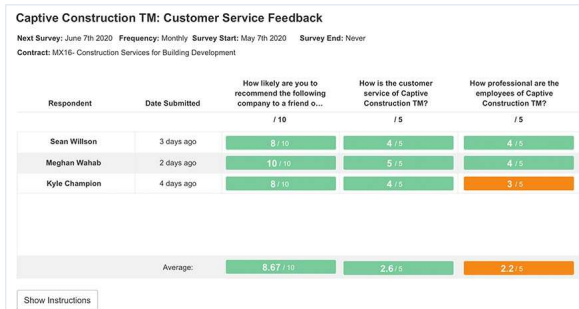
Popular reports



- ✓ Cost avoidance
- ✓ Solicitation engagement
- ✓ Workload visibility
- ✓ Workflow tracking

Contracting

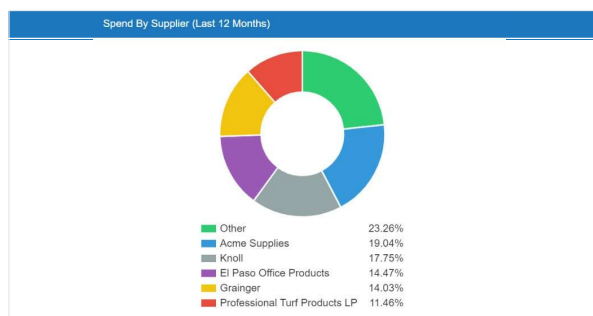
Popular reports



- ✓ Contract forecasting
- ✓ Supplier performance
- ✓ At-risk contracts
- ✓ Workflow tracking

Marketplace

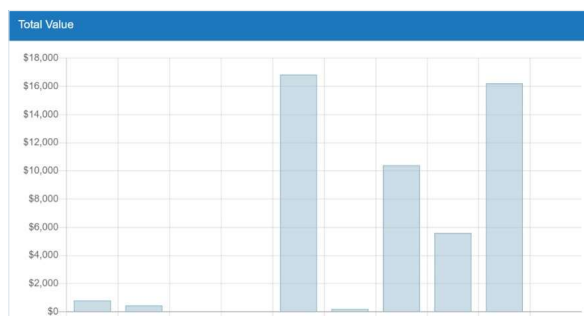
Popular reports



- ✓ Spend against contract
- ✓ Spend by supplier
- ✓ Cost savings
- ✓ Spend by department

Invoicing

Popular reports



- ✓ Invoice status
- ✓ Exceptions
- ✓ Line item data

Security you can trust

Euna Procurement has been trusted with billions of dollars in purchasing decisions by thousands of public and private sector organizations in North America. We recognize the sensitive and mission-critical nature of your use of Euna Procurement, and we apply enterprise-class security standards to keep your data safe from unauthorized access.



SOC 2 Compliant

Euna meets or exceeds the requirements for security, availability, and confidentiality trust criteria for managing customer data established by The American Institute of CPAs (AICPA).



General Data Protection Regulation (GDPR) Compliant

Euna is committed to helping our users understand the rights and obligations governed by the General Data Protection Regulation (GDPR). Our tools and processes ensure our compliance with GDPR requirement and help our customers comply, too.



Texas Risk and Authorization Management Program (TX-RAMP)

Euna has achieved TX-RAMP Provisional Certification and is working towards full certification.

Encrypted data transmission and storage

We use 128-bit SSL encrypted connections only, and data stored on our servers is always encrypted.

Multiple redundancies

All our data gets backed up to a remote, physical location, with built-in redundancy should a backup fail. Your data is safe, always.

User permission checks

Every view and action in Euna triggers a behind-the-scenes user permission check, making sure the user is allowed to proceed.

Failover and disaster recovery

Even in the very unlikely event of a widespread power outage or other disaster that impacts Euna servers, our geographically distant backup systems will take over, so your organization isn't affected.

Buyer Network

Tap into the power of public procurement's greatest resource: fellow procurement professionals



Join the fastest growing network of public procurement teams that are proactively sharing templates, resources, best practices, and more to help each other achieve more, spend less, and best serve their communities.



850,000+
SHARED SUPPLIERS



60,000
PROJECT AND RFX TEMPLATES



70,000
COOPERATIVE CONTRACTS



Peer RFP and template library

Never start another RFP, RFI, or other solicitation from scratch again. A vast library of real-world documents that others have used successfully gives your organization a running start on every procurement project it undertakes.



Cooperative contract library

Explore and leverage a library of over 70,000 piggybackable contracts from your peers. This helps you avoid the rigorous solicitation process by leveraging the work completed by other sourcing professionals.



User meetups and industry events

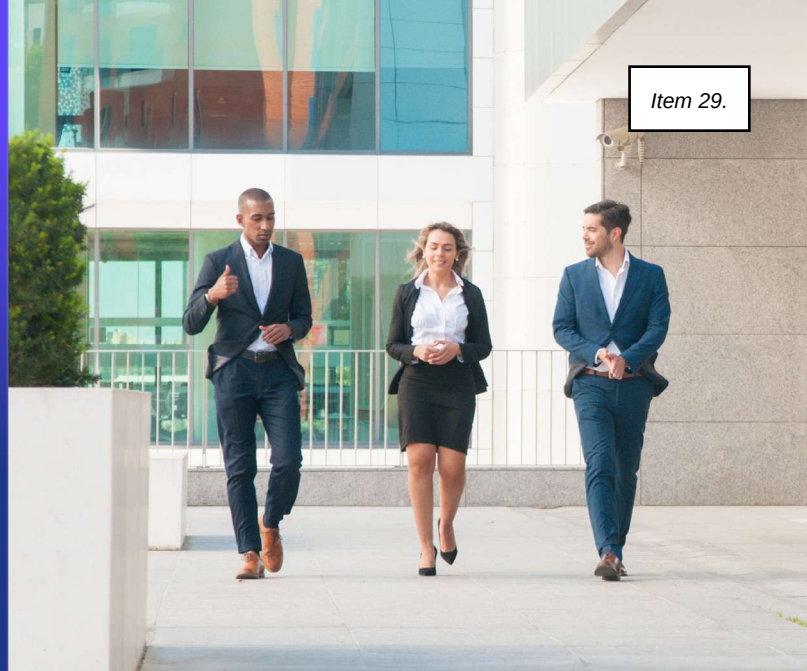
Regional user meetups and industry events bring together colleagues and peers in a given area to increase learning, collaboration, and build relationships.



Shared supplier network

Gain access to the largest qualified supplier network in North America to supercharge solicitation distribution and improve vendor diversity.

Crush supplier diversity goals by tapping into the largest and fastest growing network of **active suppliers**



Unlock the most expansive, built-in supplier network for the public sector, that moves beyond simply notifying already registered suppliers by tapping into the largest government sourcing network in North America.


850,000+
SHARED SUPPLIERS


95%
OF SUPPLIERS RECOMMEND US


65%
FEWER SUPPLIER DISQUALIFICATIONS

Supercharge solicitation outreach and distribution

Accessing relevant suppliers in the click of a button allows you to:

- ✓ Reach more qualified suppliers with no extra work
- ✓ Boost vendor registration and engagement by expanding outreach
- ✓ Engage with more DBEs in a way that wasn't possible before



Award-winning supplier experience

The transition to a new eProcurement solution often raises questions about how easy it will be to adopt. That's where Euna's expertise comes in, making Euna the preferred bid invitation software for 9/10 suppliers serving the public sector.

"Euna Procurement is my favorite portal. I actually recommend you to our local government."

Euna Supplier Customer

Ensure higher quality submissions, more competition for your organization's business, and a smoother bidding process by communicating key dates, documents, frequently asked questions, and more to the largest network of registered suppliers.



8

MINUTE AVERAGE
SUBMISSION TIME



\$100

SAVED PER
SUBMISSION V. PAPER



95%

OF SUPPLIERS RECOMMEND
EUNA PROCUREMENT



65%

FEWER SUPPLIER
DISQUALIFICATIONS



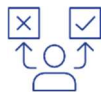
Supplier recruiting and invitation

Personalized invitations to your agency's existing supplier pool communicate the benefits of Euna and instruct them how to sign-up.



Supplier education

Hundreds of product support articles and videos online and displayed directly on the supplier submission screens guide vendors throughout the process.



Self-service supplier portal

An interface as intuitive as the one your own buyers will use helps suppliers submit bids in minutes, making them happy and saving your people from having to assist them.

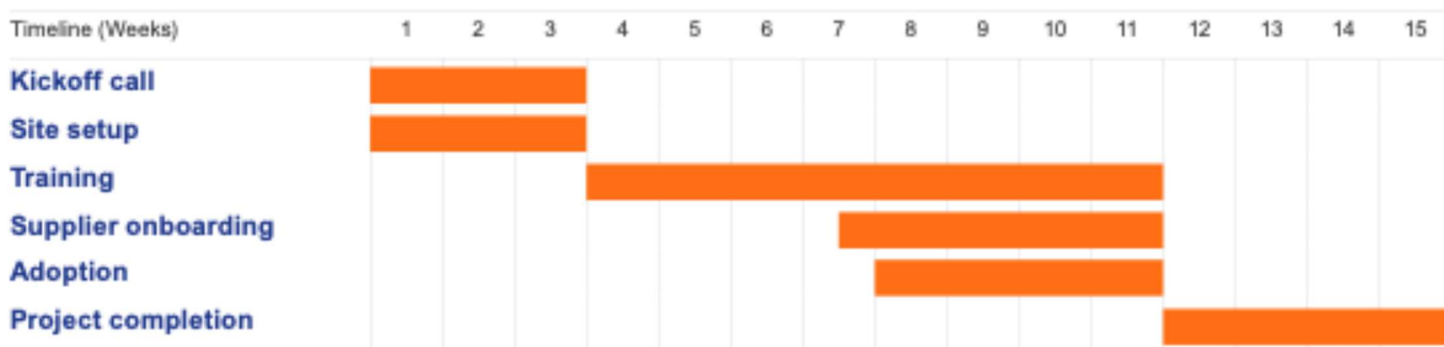


On-call product support

Phone and email support is available for fast response to questions and issues – Monday-Friday, 8am-8pm ET.

Defining your path to a successful implementation

- ✓ Tailored to your needs
- ✓ Optimized adoption for stakeholders and suppliers
- ✓ Quick time-to-value
- ✓ Built on the best practices of thousands of successful implementations



Kickoff call

A dedicated Implementation Manager works closely with your team to understand your needs, build a plan for success, and answer any questions you may have.

Site setup

We configure the Euna Procurement solution to align with your existing process, goals, and desires to ensure you get the most out of the solution.

Training

Leverage a mix of webinars, videos, articles, and hands-on training to help you best understand these core elements:

- Solicitation creation
- Evaluation setup
- Supplier communication
- Scoring and awarding
- Bid tables and pricing sheets
- Questionnaires
- Supplier management
- And more

Supplier onboarding

A communication campaign is launched to your existing suppliers to notify them of your new bidding portal and prompt them to register with your agency. Comprehensive training resources put suppliers at ease.

Adoption

We guide you through projects completed in this stage with extra support and coaching to ensure project success and to maximize your confidence in the use of the solution.

Project completion

Concluding your successful implementation you will be introduced to our Customer Success and Support team for future support needs.

* This timeline reflects the average implementation process. However, actual implementation time may be longer or shorter based on agency needs and goals.



42%
WORKLOAD TIME
REDUCTION



3
EQUIVALENT
FULL-TIME EMPLOYEES



74%
PROCESS TIME
REDUCTION



125
PROJECTS UNTIL
PAYBACK PERIOD



Sourcing

\$91,321
Time Savings

\$34,395
Competition Savings

45%
Cycle Time Reduction

26%

5,934
Hours Saved

7.8%
Competition Boost

\$125,324
Total Savings



Grand Total

\$91,321
Time Savings

\$34,395

\$125,324
Total Savings

26%

* The information above represents an estimate of the projected savings based on reported savings from similar agencies. Your actual savings may vary.



GTY Software Inc. dba Euna Solutions, 603 Michigan Dr. Unit 1. Oakville, ON L6L 0G2

Trusted by more than
3,400 public sector teams

Join North America's largest and fastest-growing government sourcing network.



"Euna Procurement provides us with efficiency, time savings, money savings, and it's very pleasing and helpful to our end users."

Lisa Phillips
Purchasing Director
Arlington ISD

**CERTIFICATION OF PROVISIONS APPLICABLE IN TEXAS****RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A of the Texas Government Code establishes certain requirements applicable to bidders who are not Texas residents. Under the statute, a “resident” bidder is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” bidder is a person who is not a Texas resident. Please indicate the status of your company as a “resident” bidder or a “nonresident” bidder under these definitions.

Please mark one of the following:

☐ I certify that my company is a Resident Bidder.

☒ I certify that my company is a Nonresident Bidder.

If your company is a Nonresident Bidder, you must provide the following information for your resident state (the state in which your company’s principal place of business is located):

Euna Solutions, Inc.	1155 Perimeter Center West, Suite 500	
Company Name	Address	
Sandy Springs	GA	30338
City	State	Zip Code

A. Does your resident state require a bidder whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? \$_____ or _____%



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2271). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Contractor does not boycott Israel and will not boycott Israel during the term of any contract between Contractor and the County, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

Company Name

Brenna Lenchak (Jun 19, 2025 11:08 EDT)

Signature of Authorized Company Official

Brenna Lenchak

Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.123. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Contractor is not on the Texas Comptroller's list identified above; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

Company Name

Brenna Lenchak (Jun 19, 2025 11:08 EDT)

Signature of Authorized Company Official

06/19/2025

Date

Brenna Lenchak

Printed Name



NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

“Boycott Energy Companies” means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Contractor does not boycott energy companies and will not boycott energy companies during the term of this contract, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

06/19/2025

Company Name

Date

Brenna Lenchak (Jun 19, 2025 11:08 EDT)

Brenna Lenchak

Signature of Authorized Company Official

Printed Name



NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

- (a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
- (b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Contractor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

Company Name

Brenna Lenchak (Jun 19, 2025 11:08 EDT)

Signature of Authorized Company Official

06/19/2025

Date

Brenna Lenchak

Printed Name



CERTIFICATION ON INDEBTEDNESS TO COUNTY

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): 99-4080810

Waller County Property Accounts: Real Estate N/A Personal Property N/A

Contractor hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

06/19/2025

Company Name

Date

A handwritten signature in blue ink, appearing to read "Brenna Lenchak".

[Brenna Lenchak \(Jun 19, 2025 11:08 EDT\)](#)

Brenna Lenchak

Signature of Authorized Company Official

Printed Name



CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION
(FORM 1295)

Texas Government Code §2252.908 requires that a business entity submit a disclosure of interested parties at the time it submits a signed contract to Waller County. This includes new, amended, extended, or renewed contracts that:

- (1) Require an action or vote by the Commissioners Court before the contract may be signed;
- (2) Have a value of at least \$1 million; or
- (3) Are for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305.

A Contractor must:

- (1) Go to: <https://www.ethics.state.tx.us/filinginfo/1295/> and follow the instructions to submit an electronic filing application. If you already have an account then you may log in and proceed with the process.
- (2) Complete and print a copy of the form which will contain a unique certification number.
- (3) Have an authorized agent sign the printed copy of the form.
- (4) Include the completed Form 1295 with your Proposal when it is submitted to Waller County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations.)

*** If Texas Government Code §2252.908 does not apply because of a reason provided by Texas Government Code §2252.908(c), please complete the following certification:**

I certify that Texas Government Code §2252.908 does not apply to this contract between Contractor and County because the contract is exempted by Texas Government Code §2252.908(c).

Euna Solutions, Inc.

Company Name

[Brenna Lenchak \(Jun 19, 2025 11:08 EDT\)](#)

Signature of Authorized Company Official

06/19/2025

Date

Brenna Lenchak

Printed Name

Exhibit C - End User License Agreement

This SAAS and Services Agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this “**Agreement**”), is a binding agreement between Euna Solutions, Inc. (referred to as “**Licensor**” or “**EUNA**,” as part of the EUNA brand) and the entity identified on the Order Form as the Customer (“**Customer**”). EUNA and Customer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.” The Parties agree as follows:

LICENSOR PROVIDES THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE AND DOCUMENTATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND FULLY COMPLIES WITH THEM. BY CHECKING THE “ACCEPT” BOX ON THE ORDER FORM OR ISSUING A PURCHASE ORDER AFTER REVIEWING THESE TERMS YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE OR PROVIDE THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR OTHER DELIVERABLE TO CUSTOMER AND YOU MUST NOT DOWNLOAD, USE OR ACCESS THE SAAS OFFERING, SOFTWARE OR DOCUMENTATION OR OTHERWISE RECEIVE THE PROFESSIONAL SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER’S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT WITHOUT AN APPLICABLE ORDER FORM AND PAYMENT OF ALL REQUIRED FEES, COSTS AND AMOUNTS. THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR DOCUMENTATION THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SAAS OFFERING, SOFTWARE OR DOCUMENTATION.

1. Definitions.

a. “**Diagnostic Data**” means all aggregated and de-identified information that EUNA’s systems or applications automatically collect regarding Customer’s use of the SAAS Offering and its performance, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

b. “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

- c. **“Confidential Information”** means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as “confidential” or “proprietary,” or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.
- d. **“Customer Data”** means, other than Diagnostic Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.
- e. **“Deliverable”** means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.
- f. **“Documentation”** means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.
- g. **“Fees”** means the fees set forth in the applicable Order Form.
- h. **“Intellectual Property Rights”** (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.
- i. **“Law”** means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States or Canada depending on Customer location, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.
- j. **“Order Form”** means the order form between the Parties that incorporates this Agreement.
- k. **“Public Facing Software”** means a portion of the Software made available by the Customer to members of the general public.
- l. **“SAAS IP”** means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Diagnostic Data and any information,

data, or other content derived from EUNA's monitoring of Customer's access to or use of the SAAS IP but does not include Customer Data.

m. **"SAAS Offering"** means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. **"Professional Services"** means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form ("Statement of Work"), if applicable.

o. **"Term"** has the meaning set forth in Section 10 a.

p. **"Third-Party Products"** means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense,

assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("Service Suspension"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Diagnostic Data. As between EUNA and Customer, all right, title, and interest in Diagnostic Data, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Diagnostic Data based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Diagnostic Data publicly available in compliance with applicable Law, and (ii) use Diagnostic Data to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available upon request and online at <https://Eunasolutions.com/privacy-policy/>. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, US Customers shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice and Canadian Customers shall pay the fees in CAD dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time on EUNA's website (the "**Service Level Policy**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on EUNA's website (the "**Support Services Policy**").

c. Updates. EUNA reserves the right to modify the Service Level Policy and Support Services Policy from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Diagnostic Data. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such

Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such

Confidential Information to any person or entity, except to the Receiving Party's representatives (including EUNA's affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party's rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party's request, provide reasonable assistance in opposing such action at the Disclosing Party's cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all copies of the Disclosing Party's Confidential Information in its possession or control and upon request certify in writing to the Disclosing Party that such Confidential Information has been destroyed, provided, however, that a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation or governmental investigation and EUNA may retain Customer's Confidential Information in accordance with its information retention policies and Section 15.a, below.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for an additional one-year at the end of the then current subscription term listed on the Order Form, unless the Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a “**SaaS Recovery Amount**” equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer does not appropriate funds at any time during the Term, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were made without penalty or expense to Customer, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Customer’s fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, and (b) Customer has exhausted all funds that were appropriated to pay EUNA.

g. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Indemnification.

a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (“**LOSSES**”) INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING (“**THIRD-PARTY CLAIM**”) THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA’s sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

b. Customer Indemnification. INTENTIONALLY OMITTED.

c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER’S SOLE REMEDIES AND EUNA’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNAS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT

BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval. Additionally, during the Term, EUNA may list Customer as a customer of EUNA, and Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and marketing materials.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Customer may request that EUNA remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

16. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. is the parent company to multiple other SaaS companies under the Euna brand, including Euna Solutions, Inc. in the U.S. (such subsidiaries, "Affiliates"). These Affiliates sell purpose-built products and services for the public sector ("Affiliate Products"). As of the Effective Date, Affiliates include Euna Solutions

Inc., CityBase Inc., and Streamlink Software Inc. dba Amplifund. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms.¹⁷ Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Policy shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, legal@Eunasolutions.com shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

19. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent. In such an event, EUNA shall provide Customer with thirty (30) days written notice.

23. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law.

a. **US CUSTOMERS:** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware, United States of America.

b. **CANADIAN CUSTOMERS:** The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

27. Choice of Forum.

a. **US CUSTOMERS:** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

b. **CANADIAN CUSTOMERS:** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the Province of Ontario, and any appellate court from

any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the Province of Ontario. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

29. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. Force Majeure. “**Force Majeure Events**” means events beyond a Party’s reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

32. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

33. Government Use. The SAAS Offering, Documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the foregoing will be only those specified in this Agreement. Customer’s rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

34. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND HAWES HILL & ASSOCIATES LLP FOR CONSULTING SERVICES REGARDING THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE

This Agreement for consulting services (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), and Hawes Hill & Associates LLP (“Contractor”), a Texas limited liability partnership, with its principal place of business at 9600 Long Point Road, Suite 200, Houston, Texas 77055 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the County is authorized to establish tax increment reinvestment zones (“TIRZ”) under Texas Tax Code Chapter 311 subject to specific statutory requirements and conditions;

WHEREAS, the Contractor has specialized expertise in establishing TIRZs pursuant to Texas Tax Code Chapter 311, and provides consulting services to local government entities concerning the establishment thereof;

WHEREAS, the County wishes to engage the consulting services of the Contractor regarding the establishment of a TIRZ in Precinct 3 of Waller County, Texas (the “Project”); and

WHEREAS, the Contractor’s functions shall include performing a feasibility analysis concerning said TIRZ, and the development of a Preliminary Project Plan and Finance Plan;

WHEREAS, the Contractor desires to provide such services to the County;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of the Agreement; and

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further mutually agree as follows:

SECTION 1. AGREEMENT

- 1.1 Services to be Performed: Contractor shall perform the services in connection with the Project as set forth below, and the County agrees to pay the fees as set forth herein as full and final compensation for all services performed under this Agreement. Contractor represents that it has special expertise in the services contemplated by this Agreement, and shall perform said services to the appropriate local, regional, and national professional standards. Contractor shall provide the services as further described in Exhibit A for the

creation of a TIRZ in Precinct 3 in Waller County, Texas.

1.2 Character and Extent of Services: The scope of the services includes the following:

- a. The services related to the creation of a TIRZ in Waller County Precinct 3 as described in this Agreement and in Exhibit A;
- b. Contractor shall be responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, deliverables, and other services furnished by Contractor under this Agreement, and the County may rely upon the Contractor in the performance of the services; and
- c. It is agreed and understood that this Agreement contemplates the full and complete services for the Project, including changes necessary to complete the Project as outlined herein. The Contractor acknowledges by the execution of this Agreement that all contingencies known to the Contractor at the date of this Agreement, as may be deemed necessary and proper to complete the services, have been included in the fee stated herein. Nothing contained herein shall be construed as authorizing additional fees for services necessary for the successful completion of the Project.

1.3 Time for Completion: All services, deliverables, written reports, and other data are to be completed and delivered to the County prior to the Termination Date. No extensions of time will be granted unless the Contractor submits a written request, and the County approves such request in writing.

1.4 Progress of Phases: The County shall have the right to determine, in its sole discretion and without penalty, whether or not to proceed with any phase described in Exhibit A. Payment will be made for services actually rendered in accordance with Section 2.3.

1.5 Exhibits: Exhibit A is attached hereto, and incorporated by reference as if it were fully set forth herein for all purposes.

1.6 Order of Precedence: In the event of a conflict between the Agreement and Exhibit A, the Agreement shall control.

SECTION 2. PAYMENT FOR SERVICES

2.1 Total Fee: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor for services actually performed, a fee, not to exceed fifty thousand dollars (\$50,000) as stated in Exhibit A.

2.2 Invoices: Contractor shall invoice the County monthly for services actually performed.

2.3 Payment for Services Rendered: The County will pay for services actually rendered in accordance with Texas Government Code Chapter 2251, subject to Section 2.4, 2.5, and 2.6. The County shall not pay for services that have not actually been rendered.

2.4 Limitations: Nothing contained in this Agreement is intended to require the County to pay for any work that is unsatisfactory as solely determined by the County, or which is not submitted in compliance with the terms of this Agreement. The County shall not make payments to Contractor if Contractor is in default under this Agreement.

- 2.5 Right to Withhold Payment: The County may withhold payment to Contractor for the following reasons:
- a. The County has reasonable grounds for believing that Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance.
 - b. A claim exists or will exist against the Contractor or the County arising out of the negligence of the Contractor.
 - c. The Contractor fails to comply with any provision of the Agreement.
- 2.6 Withheld Payments: Any payment withheld may be retained by the County for a period of time as it may deem advisable to protect the County against any loss, and may, after written notice to the Contractor, be applied to the satisfaction of any claim described herein. No interest shall be payable by County for any amounts withheld under Section 2.5. The right to withhold payment is not intended in any way to prejudice any other right of the County.

SECTION 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Time for Performance: Contractor shall begin the performance of the services as specified herein immediately upon execution of the Agreement. Time is of the essence in the performance of this Agreement.
- 3.2 Contractor's Performance: Contractor, and its employees or associates, shall perform all the services under this Agreement in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by those currently performing the services under the same or similar circumstances. Contractor represents that all of its employees or associates who perform services under this Agreement shall be qualified and competent to perform the services described in Exhibit A.
- 3.3 Coordination with the County: The Contractor shall be available for conferences with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the County to maintain maximum efficiency.
- 3.4 TIRZ Boundary: The Contractor shall identify the geographic boundaries of any TIRZ proposed for creation.
- 3.5 Requirements for Creation: Contractor shall identify in the written reports it creates how any proposed TIRZ will comply with the requirements of Texas Tax Code Chapter 311 relating to the creation of a TIRZ. The documents shall specifically state how the proposed TIRZ will significantly enhance the value of the taxable real property in the proposed TIRZ, and how the TIRZ will be a general benefit to the County.
- 3.6 Compliance with Texas Tax Code Chapter 311: The services contemplated under this Agreement are for the creation of a TIRZ under Texas Tax Code Chapter 311. All services, deliverables, written reports, and other data developed, prepared, or provided by Contractor pursuant to this Agreement shall strictly conform to the requirements of said law.

- 3.7 Revisions: If revisions are necessary for any services, deliverables, written reports, and other data because of Contractor's error or omission, Contractor shall make such revisions at no additional cost to the County, and in a time frame directed by the County.
- 3.8 Associated Costs: Contractor shall be responsible for any cost associated with implementing this Agreement.
- 3.9 Qualified Personnel: Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

SECTION 4. TERM AND TERMINATION

- 4.1 Agreement Term: The term of this Agreement shall begin upon the Effective Date, and end on December 31, 2025, unless either Party terminates this Agreement in accordance with its terms.
- 4.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 4.3 Termination for Failure to Perform: The County may terminate this Agreement if the Contractor fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the County. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 4.4 Termination for Insolvency and Bankruptcy: The County, in his sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.
- 4.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience and without penalty by providing written notice to the Contractor in accordance with Section 4.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period.
- 4.6 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 16.16.
- 4.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 4.8 Contractor's Responsibilities Upon Termination: Upon written notice of termination, whether for cause or convenience, Contractor shall immediately discontinue all services, and Contractor shall immediately terminate placing orders or entering into contractor for supplies, assistance, facilities, or materials in connection with this Agreement. Contractor shall also immediately deliver to County all completed or partially completed studies, reports, drawings, documents, deliverables, and other material prepared under this Agreement, which County, its employees, agents, or contractors may use without restraint for the completion of the Project. As soon as practicable after receipt of notice of

termination, the Contractor shall submit a statement showing in detail the services performed under the Agreement, but not already paid for. The County shall pay the Contractor for the services already rendered prior to notice of termination to the extent that they are approved by the County.

SECTION 5. DOCUMENT OWNERSHIP

- 5.1 **Document Ownership:** Upon completion of the services and receipt of payment in full, the Project drawings, specifications, deliverables, plans, and other documents or instruments prepared or assembled by Contractor under this Agreement shall become the sole property of the County, and shall be delivered to the County without restriction on future use.

SECTION 6. NO EXCLUSION

- 6.1 **No Exclusion:** Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

- 7.1 **Records and Audits:** The County shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits.

SECTION 8. FAMILIARITY WITH PROJECT

- 8.1 **Familiarity with Project:** Contractor represents that, prior to executing this Agreement, Contractor was and is thoroughly acquainted with all matters relating to the Project and performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County.

SECTION 9. LIMITATION OF LIABILITY

- 9.1 **Limitation of Liability:** The County shall not be liable under any theory of recovery, **INCLUDING NEGLIGENCE,** for any damages arising out of or pertaining to Contractor's performance of this Agreement, or the products or services provided by Contractor under this Agreement.

SECTION 10. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 10.1 **Permits; Compliance with Laws and Regulations:** Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to commencing the services. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 11. INDEPENDENT CONTRACTOR.

- 11.1 **Independent Contractor:** In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or

act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 12. INDEMNITY.

- 12.1 **INDEMNITY:** CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “COUNTY” FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO

DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. NO DAMAGES FOR DELAYS

- 13.1 No Damages for Delays: Notwithstanding any other provision of this Agreement, the Contractor shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

SECTION 14. INSURANCE REQUIREMENTS

- 14.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Hawes Hill & Associates, LLP, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:
- a. Workers Compensation in accordance with the laws of the State of Texas.
 - b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
 - d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

- 14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
- 14.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 14.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during term of the Agreement.

SECTION 15. ASSIGNMENT

- 15.1 Assignment. Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.1 Jurisdiction and Venue. This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 16.2 Right of Review. The County may review any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.
- 16.3 No Subcontractors. Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 16.4 No Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or

renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

- 16.5 Severability. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 16.6 Entire Agreement. This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 16.7 Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 16.8 Tax Exempt. The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 16.9 No Arbitration. A dispute arising under this Agreement shall not be subject to arbitration.
- 16.10 Waiver of Subrogation. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
- 16.11 No Third-Party Beneficiaries. This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.12 Authority to Sign. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.13 Recitals: The recitals are incorporated into this Agreement.
- 16.14 Conflicts of Interest: By signature on this Agreement, the Contractor acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project, and business relationship with abutting property owners. Contractor further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under the Agreement.
- 16.15 Confidentiality. The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly

and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

- 16.16 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County

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

To Contractor:

Attn: Naina Magon
9600 Long Point Road, Suite 200
Houston, Texas 77055

COUNTY

CONTRACTOR

Carbett "Trey" Duhon, III
Waller County Judge



Naina Magon
Managing Principal

Date: _____

Date: __06/27/25_____

EXHIBIT A

SCOPE OF SERVICES

Item 30.

Scope of Professional Consulting Services for Tax Increment Reinvestment Zone Creation

The HHA approach, as described below, divides the process into three distinct phases. The first phase involves understanding the community's goals, conducting an existing conditions and feasibility analysis, and preparing the proposed tax increment reinvestment zone (the "Zone" or "TIRZ") boundary. The second phase includes preparation of the plan documents including development of the required Preliminary Project Plan and Reinvestment Zone Financing Plan. The third phase involves Zone Creation including approval by Commissioners Court, preparation of the Final Project Plan and Finance Plan, and nomination of the Board of Directors.

A. Phase One: Tax Increment Reinvestment Zone Feasibility & Pre-Creation Activities

- Identify the County's goals for creating the Zone. HHA will work with County Staff and appropriate stakeholders to gain a better understanding of the County's objectives and desired outcomes in utilizing a tool such as a TIRZ.
- Conduct an initial needs analysis to establish issues facing the County and opportunities for reinvestment/new investment through the use of special districts. The initial needs analysis will result from the collection and examination of available data, meetings with local public and private sector stakeholders, and field observation.
 - Information will be numerically and geographically considered and will include a) a complete review of all ad valorem values; b) existing land uses; c) floodplains; d) documentation of blighted conditions; e) the identification of tracts where development is impeded due to faulty lot layout or improper zoning; f) analysis of any other relevant factors impeding development or redevelopment of the area.
- Based on the needs analysis, identify general locations where a TIRZ could potentially positively address community needs and opportunities.
- Review any previous plans and studies related to the proposed opportunity areas and identify proposed or planned developments within these areas.
- In coordination with County Staff, prioritize opportunities and identify potential capital improvement projects that are eligible by statute.
- Refine the selected location(s) and establish a clearly delineated boundary map of each area along with related map sets for each proposed TIRZ.
- Prepare all GIS mapping and data analysis to "fine tune" and finalize each Zone boundary to attempt to maximize success while working within statutory parameters. The result will include map sets that are fully optimized and in accordance with statutes for both the Preliminary and Final Project and Reinvestment Zone Financing Plan.

B. Phase Two: Prepare Preliminary Project Plan & Finance Plan

- Prepare the Preliminary Project Plan and Reinvestment Zone Financing Plan. The Preliminary Project Plan will, at minimum, include the following: a) maps showing the existing uses and conditions of real property in the Zone and maps showing proposed improvements to and use of that property; b) proposed changes to any zoning ordinances applicable to the area; c) a list of the estimated non-project costs; and, d) a statement of the method of relocating persons to be displaced as a result of the implementation of the project plan.

The Preliminary Financing Plan will include: a) a list of the estimated project costs of the Zone, including administrative expenses; b) a statement listing the kind, number, and location of proposed capital improvements, projects or programs to be undertaken in the Zone; c) the estimated amount of bonded indebtedness to be incurred; d) the time when related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the Zone.

- In coordination with County Staff, conduct meetings with key stakeholders, including elected officials and staff from proposed participating jurisdictions, regarding the Zone creation and implementation strategy. The HHA team will provide financial impact information to each jurisdiction and clarify how tax increment financing will impact the jurisdiction's tax base and further each jurisdiction's economic development goals and objectives.
- In coordination with County Staff, conduct a workshop (if needed or required) with the County on the creation of the Zone. At this workshop, HHA will present the proposed redevelopment strategy, the process for creating the Zone, and implementation of the Project Plan and Reinvestment Zone Financing Plan and serve as support staff to County Staff in their role as advisors to the elected leadership.
- Make any recommended revisions to the Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan prior to the public hearing. Changes will include revisions to the proposed boundaries, adjustments to related data sets associated with the area targeted for redevelopment, types and locations of proposed improvements, and any other changes required.

C. Phase Three: Creation of the Tax Increment Reinvestment Zone

- Prepare and deliver to the County and legal counsel a draft public notice of the hearing and the Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan. In addition, the HHA team will serve as the point of contact for any questions or issues that arise related to the hearing before the hearing is held (or as support to the County if that is determined to be more appropriate).
- Assist the County with the conducting of a public hearing on the creation of the Zone. In doing so, the HHA team is willing to conduct the hearing on the County's behalf or be present to serve as technical advisor to the County during the hearing.
- Prepare and deliver to the County and legal counsel the creation order for the Zone. The order will follow all the requirements of and make all the required statutory findings required in Chapter 311 of the Property Tax Code.
- Work with the County to nominate and appoint an initial Board of Directors for the Zone.
- Prepare a Final Project Plan and Reinvestment Zone Financing Plan for presentation to the Board of Directors of the Zone. Should any changes to the plan be required based on the public hearing process, the HHA team will incorporate the necessary changes into the document and make it ready for presentation to the TIRZ Board of Directors for their consideration and approval.
- Prepare and submit to the County and legal counsel an order for consideration by the County Commissioners approving the Project Plan and Reinvestment Zone Financing Plan as adopted by the TIRZ Board of Directors.

- Assist the County with negotiating final participation agreements with taxing jurisdictions (other than the County). Each agreement will delineate the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.
- Present all participation agreements to the TIRZ Board of Directors for approval.

Deliverables

- Preliminary Project Plan & Reinvestment Zone Financing Plan (including Feasibility Analysis)
- Final Project Plan & Reinvestment Zone Financing Plan

Fee

- **Phase 1 - \$20,000**
- **Phase 2 - \$20,000**
- **Phase 3 - \$10,000**
- **Total Fee- \$50,000**



Business Service Agreement

Item 31.

Date: 6/27/2025, 1:38 PM

Sparklight Business Account Rep:		Jeffrey Henley		Sparklight System Address:	
Phone Number:		4694083685		210 E Earll Drive	
Fax Number:				Phoenix, AZ 85012	
Customer Information			Authorized Customer Representative		
Company Name:	Waller County Maintenance		Full Name:	Greg Henry	
Street Address:	425 BUS 290 E		Billing Telephone:	(713) 816-4353	
City/State/Zip:	Hempstead, TX, 77445		Fax:		
Billing Address:	836 Austin St RM 221		Contact Number:	9798267702	
City/State/Zip:	Hempstead, TX 77445		Email:	ghenry@xpernet.com	
Sparklight Account#	126978766				

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$279.88

Service

Service Description	Quantity	Monthly Fee
Business Internet 500	1	\$204.00
1 Static IP	1	\$19.95
Business Wi-Fi/Router	1	\$9.95
Internet Service Protection	1	\$29.99

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99
Internet Service Protection Equipment	1	\$0.00	\$0.00

Special Conditions

Customer acknowledges that Cable One, Inc. d/b/a Sparklight Business ("Sparklight") will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight for its construction costs, that are estimated at \$3,587.55, incurred up to the date of cancellation.

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$279.88 PER MONTH FOR THE DURATION OF THE INITIAL TERM. THE SERVICE CHARGES AND FEES MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date

Waller County Community Center

Rental Application

Rental Date(s) **7/15, 7/22, 7/29, 8/5, ~~8/12~~, 8/19, 8/26, 9/2, ~~9/9-10~~**

Renter Information:

Contact Person **Erika Jones**

Phone Number(s) Home Cell **281-865-1002**

Address **846 6th Street** City **Spring**

State **Texas** Zip Code **77445**

Email **edjones@pvamu.edu** Organization **Extension**

Type of Event **Business In Development**

Adults Attending **25-30** # Minors Attending **0**

Rental Times:

Arrival/Set- up **4:00 pm** Event Start **6:00 pm** Event End **8:00 pm**

***** All set-up and clean-up must be within rental time *****

Special Room Layout Requested ☒ yes ☐ no

Renter Providing Food at Event ☒ yes ☐ no

Reservations: Rental fees and a security deposit must be paid in full and a signed "Rental Agreement" must be submitted to secure a reservation. **ONLY CASH AND MONEY ORDERS WILL BE ACCEPTED.**

OFFICE USE ONLY:

Date Request Received _____ Received by _____

Payment Amount _____ Payment Date _____

Payment Received by _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12832

Item 33.

To Owner: Waller County
836 Austin Street, Suite 103

Project: 23543. Waller County 506 Upgrades &
Modular Building

Application No.: 16

Distribution to:
☒ Owner
☐ Architect
☐ Contractor

Hempstead, TX 77445

Period To: 6/30/2025

From Contractor: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: 22108.04

Contract For: New Construction

Contract Date: 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$230,921.00
2. Net Change By Change Order	\$3,822,786.00
3. Contract Sum To Date	\$4,053,707.00
4. Total Completed and Stored To Date	\$2,762,322.79
5. Retainage:	
a. 4.25% of Completed Work	\$117,303.18
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$117,303.18
6. Total Earned Less Retainage	\$2,645,019.61
7. Less Previous Certificates For Payments	\$2,325,369.51
8. Current Payment Due	\$319,650.10
9. Balance To Finish, Plus Retainage	\$1,408,687.39

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$3,822,786.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$3,822,786.00	\$0.00
Net Changes By Change Order	\$3,822,786.00	

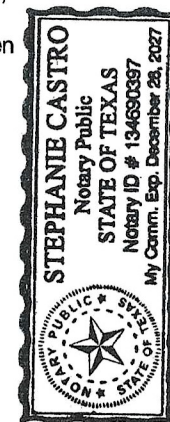
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: Laurie Date: 6-26-2025

State of: Texas
Subscribed and sworn to before me this June
Notary Public: Stephanie Castro
My Commission expires: 12/26/27

County of: Tarrant
day of 26th 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$319,650.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **16**
 APPLICATION DATE: **1-Jun-25**
 PERIOD TO: **30-Jun-25**
 ARCHITECT'S PROJECT NO.: **22108.04**

A ITEM NO.	B DESCRIPTION	C SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT H VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
					FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
1	Waller County 506 Upgrades & Modular Building Design										
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	398,072.00	0.00		398,072.00	100%	0.00	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	300.45	765.72		1,066.17	7%	8,933.83	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses										
2.1	General Conditions	0.00	742,947.00	742,947.00	490,345.02	81,724.17		572,069.19	77%	170,877.81	28603.46
2.2	Insurance	0.00	20,636.00	20,636.00	20,636.00	0.00		20,636.00	100%	0.00	1031.80
2.3	Subcontractor Bonds/SDI	0.00	37,013.00	37,013.00	37,013.00	0.00		37,013.00	100%	0.00	1850.65
2.3	Payment & Performance Bonds	0.00	59,054.00	59,054.00	59,054.00	0.00		59,054.00	100%	0.00	2952.70
2.4	Mobilization & Temporary Construction Facilities	0.00	40,000.00	40,000.00	40,000.00	0.00		40,000.00	100%	0.00	2000.00
2.5	Final Clean	0.00	9,421.00	9,421.00	0.00	0.00		0.00	0%	9,421.00	0.00
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	88,162.16	11,694.00		99,856.16	68%	46,973.84	4992.81
3	Civil & Site Improvements										
3.1	SWPPP	0.00	16,510.00	16,510.00	16,510.00	0.00		16,510.00	100%	0.00	825.50
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	30,169.00	0.00		30,169.00	95%	1,751.00	1508.45
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	105,019.00	4,971.00		109,990.00	100%	0.00	5499.50
3.4	Dirt Work - Joe Kuciemba	0.00	67,440.00	67,440.00	0.00	0.00		0.00	0%	67,440.00	0.00
3.5	Dirt Work - Justice Center	0.00	120,600.00	120,600.00	90,910.60	14,844.70		105,755.30	88%	14,844.70	5287.77
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	81,978.00	0.00		81,978.00	100%	0.00	4098.90
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	177,152.00	44,288.00		221,440.00	100%	0.00	11072.00
3.8	Asphalt - Joe Kuciemba	0.00	78,664.00	78,664.00	0.00	0.00		0.00	0%	78,664.00	0.00
3.9	Asphalt - Justice Center	0.00	117,996.00	117,996.00	58,936.00	0.00		58,936.00	50%	59,060.00	2946.80
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	0.00		0.00	0%	8,610.00	0.00
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	0.00	0.00		0.00	0%	5,230.00	0.00
4	Permanent Fencing										
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	0.00	0.00		0.00	0%	19,686.00	0.00
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	0.00	0.00		0.00	0%	45,934.00	0.00
5	Modular Building Accessories										
5.1	Milestone Payment #1 - 20% Due at Signing	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.2	Milestone Payment #2 - 20% Due at Start of Work	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.3	Milestone Payment #3 - 10% at Start of Decks, Ramps, Steps & Fencing Work at (2) 24x60 Units	0.00	26,898.90	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	1344.95
5.4	Milestone Payment #4 - 15% at Substantial Completion of (2) 24x60 Units	0.00	40,348.35	40,348.35	0.00	20,174.00		20,174.00	50%	20,174.35	1008.70
5.5	Milestone Payment #5 - 10% at Start of Decks, Ramps, Steps & Fencing Work at Triple & Quadruple Wide Units	0.00	26,898.90	26,898.90	0.00	0.00		0.00	0%	26,898.90	0.00
5.6	Milestone Payment #6 - 15% at Substantial Completion of Triple & Quadruple Wide Units	0.00	40,348.35	40,348.35	0.00	0.00		0.00	0%	40,348.35	0.00
5.7	Milestone Payment #7 - 10% at Substantial Completion of Project	0.00	26,898.90	26,898.90	0.00	0.00		0.00	0%	26,898.90	0.00
6	Roofing										
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	0.00	0.00		0.00	0%	20,898.00	0.00
7	Doors and Hardware										
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	1,735.00	2,015.00		3,750.00	100%	0.00	187.50

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16
 APPLICATION DATE: 1-Jun-25
 PERIOD TO: 30-Jun-25
 ARCHITECT'S PROJECT NO.: 22108.04

A ITEM NO.	B DESCRIPTION	C SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT H VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
					FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
8	Glass & Glazing										
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	44,800.00	0.00		44,800.00	100%	0.00	2240.00
8.2	Window Film	0.00	7,500.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	375.00
9	Finishes										
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	0.00	0.00		0.00	0%	26,003.00	0.00
9.2	Acoustical Ceilings & Linear Metal Ceilings	0.00	46,274.00	46,274.00	0.00	0.00		0.00	0%	46,274.00	0.00
9.3	Painting	0.00	8,950.00	8,950.00	0.00	0.00		0.00	0%	8,950.00	0.00
9.4	Floor Protection	0.00	15,000.00	15,000.00	0.00	0.00		0.00	0%	15,000.00	0.00
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	0.00	0.00		0.00	0%	32,888.00	0.00
10	Plumbing										
10.1	Plumbing - Joe Kuciamba	0.00	21,420.00	21,420.00	21,420.00	0.00		21,420.00	100%	0.00	1071.00
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	19,890.00	16,102.00		35,992.00	90%	3,788.00	1799.60
11	Mechanical (HVAC)										
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	0.00	0.00		0.00	0%	5,000.00	0.00
11.2	Equipment - Material	0.00	111,700.00	111,700.00	0.00	0.00	83,775.00	83,775.00	75%	27,925.00	4188.75
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	0.00	0.00		0.00	0%	54,600.00	0.00
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	0.00	0.00		0.00	0%	81,150.00	0.00
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	0.00	0.00		0.00	0%	27,050.00	0.00
11.6	Test and Balance	0.00	4,034.00	4,034.00	0.00	0.00		0.00	0%	4,034.00	0.00
12	Electrical										
12.1	Electrical - Joe Kuciamba	0.00	76,566.00	76,566.00	76,566.00	0.00		76,566.00	100%	0.00	3828.30
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	192,393.31	2,694.00		195,087.31	91%	19,298.69	9754.37
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	10,875.20	589.00		11,464.20	75%	3,848.80	573.21
13	Access Control										
13.1	Access Control - Joe Kuciamba	0.00	17,435.00	17,435.00	10,460.00	6,158.00		16,618.00	95%	817.00	830.90
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	0.00	30,486.00		30,486.00	75%	10,197.00	1524.30
14	Allowances & Contingencies										
14.1.O	Owner's Contingency - Original	0.00	[129,969.00]	[129,969.00]	0.00	0.00		0.00	0%	0.00	0.00
14.1.1	Allowance #6 - Overrun of Budget for Data @ Modulators	0.00	34,148.00	34,148.00	34,148.00	0.00		34,148.00	100%	0.00	1707.40
14.1.2	Allowance #8 - Justice Center - Dirtwork for BOXX Mobility	0.00	27,930.00	27,930.00	27,930.00	0.00		27,930.00	100%	0.00	1396.50
14.1.3	Allowance #9 - UES Invoices (February & March)	0.00	5,922.50	5,922.50	5,922.50	0.00		5,922.50	100%	0.00	296.13
14.1.4	Allowance #10 - BOXX Remobilization	0.00	2,786.56	2,786.56	2,786.56	0.00		2,786.56	100%	0.00	139.33
14.1.R	Owner's Contingency - Remaining	0.00	59,181.94	59,181.94	0.00	0.00		0.00	100%	59,181.94	0.00
14.2.O	Design-Builder Contingency - Original	0.00	[97,477.00]	[97,477.00]	0.00	0.00		0.00	0%	0.00	0.00
14.2.1	CC #2 - ASI #1 - Sidewalk Demo & Pour Back @ Justice Center	0.00	9,730.00	9,730.00	4,865.00	4,865.00		9,730.00	100%	0.00	486.50
14.2.2	CC #1 - RFI #20 - Existing Gas Line Relocations	0.00	39,135.00	39,135.00	39,135.00	0.00		39,135.00	100%	0.00	1956.75
14.2.3	CC #4 - Dailey Co. Changes	0.00	7,928.00	7,928.00	7,928.00	0.00		7,928.00	100%	0.00	396.40
14.2.4	CC #3 - Door Hardware Match (RFI #24)	0.00	2,764.00	2,764.00	2,764.00	0.00		2,764.00	100%	0.00	138.20
14.2.5	CC #6 - Curtainwall Threshold	0.00	368.00	368.00	368.00	0.00		368.00	100%	0.00	18.40
14.2.6	CC #10 - Plumbing Under 4X	0.00	2,235.00	2,235.00	0.00	2,235.00		2,235.00	100%	0.00	111.75
14.2.7	CC #5 - HVAC Controls	0.00	9,138.47	9,138.47	0.00	0.00		0.00	0%	9,138.47	0.00
14.2.8	CC #9 - RFI #26 - Curb & Gutter	0.00	5,756.60	5,756.60	0.00	5,756.60		5,756.60	100%	0.00	287.83

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16
 APPLICATION DATE: 1-Jun-25
 PERIOD TO: 30-Jun-25
 ARCHITECT'S PROJECT NO.: 22108.04

A	B	C			D	E	F	G	H	I	
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
					FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
14.2.R	Design-Builder Contingency - Remaining	0.00	20,421.93	20,421.93	0.00	0.00		0.00	0%	20,421.93	0.00
14.3.O	Fire Alarm System - Kuciemba Mods. - Original	0.00	[15,000.00]	[15,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.3.1	Allowance #1 - Fire Alarm Buyout	0.00	8,550.00	8,550.00	8,550.00	0.00		8,550.00	100%	0.00	427.50
14.3.R	Fire Alarm System - Kuciemba Mods. - Remaining	0.00	6,450.00	6,450.00	0.00	0.00		0.00	0%	6,450.00	0.00
14.4.O	Fire Alarm System - Justice Center Mods. - Original	0.00	[20,000.00]	[20,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.4.1	Allowance #2 - Fire Alarm Buyout	0.00	16,000.00	16,000.00	16,000.00	0.00		16,000.00	100%	0.00	800.00
14.4.R	Fire Alarm System - Kuciemba Mods. - Remaining	0.00	4,000.00	4,000.00	0.00	0.00		0.00	0%	4,000.00	0.00
14.5.O	Misc. Signage - Original	0.00	[5,000.00]	[5,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.5.R	Misc. Signage - Remaining	0.00	5,000.00	5,000.00	0.00	0.00		0.00	0%	5,000.00	0.00
14.6.O	Data at Modulares - Original	0.00	[25,000.00]	[25,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.6.1	Allowance #6 - Revised Data Quote from Telomack	0.00	25,000.00	25,000.00	25,000.00	0.00		25,000.00	100%	0.00	1250.00
14.6.R	Data at Modulares - Remaining	0.00	0.00	0.00	0.00	0.00		0.00	0%	0.00	0.00
14.7.O	Concrete Foundation Design Change - Original	0.00	[30,000.00]	[30,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.7.R	Concrete Foundation Design Change - Remaining	0.00	30,000.00	30,000.00	0.00	0.00		0.00	0%	30,000.00	0.00
14.8.O	Landscaping - Original	0.00	[25,000.00]	[25,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.8.R	Landscaping - Remaining	0.00	25,000.00	25,000.00	0.00	0.00		0.00	0%	25,000.00	0.00
14.9.O	Test and Balance - Original	0.00	[10,000.00]	[10,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.9.R	Test and Balance -Remaining	0.00	10,000.00	10,000.00	0.00	0.00		0.00	0%	10,000.00	0.00
14.10.O	Unkwn. City Permit Comments - Original	0.00	[100,000.00]	[100,000.00]	0.00	0.00		0.00	0%	0.00	0.00
14.10.1	Allowance #3 - Buyout - Concrete Foundations for Joe Kuciemba Modulares & Added Sidewalks	0.00	46,890.00	46,890.00	46,890.00	0.00		46,890.00	100%	0.00	2344.50
14.10.2	Allowance #5 - Credit to Allowance, Revised Concrete Design	0.00	(27,911.00)	(27,911.00)	(27,911.00)	0.00		(27,911.00)	100%	0.00	-1395.55
14.10.3	Allowance #4 - Added Panic Hardware @ Egress Gates	0.00	3,296.30	3,296.30	0.00	3,296.30		3,296.30	100%	0.00	164.82
14.10.R	Unkwn. City Permit Comments - Remaining	0.00	77,724.70	77,724.70	0.00	0.00		0.00	0%	77,724.70	0.00
	Contract Total - Per Exhibit H Change	230,921.00	3,822,786.00	4,053,707.00	2,425,888.30	252,658.49	83,775.00	2,762,321.79	68%	1,291,385.21	117303.13

Modular Building Design - Not Subject to Retainage	\$765.72
Modular Building Design General Conditions - Not Subject to Retainage	\$0.00
Modular Building Construction - Subject to Retainage	\$335,667.77
Retainage Withheld	\$16,783.39
Amount Certified (Payment Due)	\$319,650.10

Allowance & Contingency Recap			
	Starting Balance	Approved Changes	Remaining Balance
Owner's Contingency	129,969.00	(70,787.06)	59,181.94
Contractor/Designer Contingency	97,477.00	(77,055.07)	20,421.93
Contract Allowances	230,000.00	(71,825.30)	158,174.70
Totals	457,446.00	(219,667.43)	237,778.57



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

PROJECT: Waller Co. Business Node

APPLICATION NO: 32

Distribution to:

Waller County

x	OWNER
x	ARCHITECT
x	CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT: BSW Architect, Inc.

PERIOD TO: 30-Jun-25

ARCHITECT'S PROJECT NOS: Multiple

SEDALCO, INC.

4100 Fossil Creek Blvd.

Fort Worth, Tx 76137

CONTRACT FOR: New Construction

CONTRACT DATE: 6/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM (Exhibit B)	\$	1,273,310.00
2a. Net change by Exhibits	\$	41,780,633.00
2b. Net change by Change Orders	\$	364,922.39
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	43,418,865.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	36,392,375.22
5. RETAINAGE:		
a. 5 % of Construction Cost (Column D + E on G703)	\$	1,258,252.27
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,258,252.27
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	35,134,122.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	33,683,344.83
8. CURRENT PAYMENT DUE	\$	1,450,778.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	8,284,742.44

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of TEXAS County of Waller
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,450,778.12

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY

(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	\$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	\$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	\$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	\$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	\$38,639,762.00	Courthouse Construction
3/6/2024	EXHIBIT E, CHANGE ORDER 3	\$12,878.13	Swing Space Construction
8/21/2024	EXHIBIT E, CHANGE ORDER 4	(\$4,360.56)	Swing Space Construction
	2. Net change by Exhibits & Change Orders	\$42,145,555.39	

Swing Space Design (Non-Retainage items)	\$0.00	1	\$0.00
Swing Space General Conditions (Non-Retainage items)	\$0.00	1	\$0.00
Swing Space Construction (Retainage items)	\$0.00	0.95	\$0.00
Swing Space Released Retainage	\$0.00	1	\$0.00
Court House Design (Non-Retainage items)	\$54,026.91	1	\$54,026.91
Court House General Conditions (Non-Retainage items)	\$214,818.60	1	\$214,818.60
Court House Construction (Retainage items)	\$1,244,139.59	0.95	\$1,181,932.61
8. CURRENT PAYMENT DUE	\$1,450,778.12		

Total Design Cost	\$54,026.91
Total Construction Cost	\$1,396,751.21
8. CURRENT PAYMENT DUE	\$1,450,778.12

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32
APPLICATION DATE: 6/1/2025
PERIOD TO: 6/30/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
	SWING SPACE DESIGN BUILD SERVICES														
	SWING SPACE TOTALS	0.000	184,531.00	184,531.00	1,825,812.00	2,375,265.39	0.00	2,375,265.39	2,375,265.39	0.00	0.00	2,375,265.39	100%	0.00	0.00
23.0	NEW COURTHOUSE DESIGN BUILD SERVICES														
23.1A	Courthouse Replacement Design Fees (Prog/SD)	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	627,511.29	33,026.91	0.00	660,538.20	80%	165,134.55	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	21,000.00	0.00	92,249.75	18%	434,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	2,515,304.36	132,384.44	0.00	2,647,688.80	80%	661,922.20	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	226,273.28	11,909.12	0.00	238,182.40	80%	59,545.60	0.00
23.13	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	1,392,869.54	70,525.04	0.00	1,463,394.58	83%	299,731.42	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving (Tucker)	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0%	330,000.00	0.00
25.2	Concrete Sidewalks (Tucker)	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	14,000.00	0.00	0.00	14,000.00	20%	56,000.00	700.00
25.3	Earthwork (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	207,332.00	0.00	0.00	207,332.00	85%	36,588.00	10,366.60
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	149.75
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	0.00	0.00	0.00	0%	88,606.00	0.00
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	7,150.00	0.00	0.00	7,150.00	5%	135,850.00	357.50
25.9	Site Utilities (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	135,637.05	0.00	0.00	135,637.05	85%	23,935.95	6,781.85
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work												84%		
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	0.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	2,531.90	0.00	0.00	2,531.90	10%	22,787.10	126.60

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32
APPLICATION DATE: 6/1/2025
PERIOD TO: 6/30/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
26.3	Concrete Piles (Tucker)	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab (Tucker)	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	250,250.00	24,750.00	0.00	275,000.00	100%	0.00	13,750.00
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	205,700.00	0.00	0.00	205,700.00	48%	219,300.00	10,285.00
27.0	Masonry												100%		
27.1	Mobilization, Submittals, Shop Drawings, & Engin	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	106,840.00	0.00	0.00	106,840.00	100%	0.00	5,342.00
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	185,668.00	0.00	0.00	185,668.00	100%	0.00	9,283.40
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	9,802.95
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	9,802.95
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	382,658.00	0.00	0.00	382,658.00	100%	0.00	19,132.90
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	518,400.00	57,600.00	0.00	576,000.00	100%	0.00	28,800.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	518,400.00	57,600.00	0.00	576,000.00	100%	0.00	28,800.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	518,400.00	57,600.00	0.00	576,000.00	100%	0.00	28,800.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	959,400.00	106,600.00	0.00	1,066,000.00	100%	0.00	53,300.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	67,141.00	0.00	0.00	67,141.00	100%	0.00	3,357.05
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	38,175.00	0.00	0.00	38,175.00	100%	0.00	1,908.75
28.0	Metals												100%		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,878,900.00	0.00	0.00	1,878,900.00	100%	0.00	93,945.00
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	576,800.00	0.00	0.00	576,800.00	100%	0.00	28,840.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	88,659.75	0.00	0.00	88,659.75	75%	29,553.25	4,432.99
28.50	Fabrication, Materials (Livers)	0.000	0.00	0.00	0.00	0.00	359,993.00	359,993.00	32,399.37	0.00	0.00	32,399.37	9%	327,593.63	1,619.97
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	20,199.00	0.00	0.00	20,199.00	15%	114,461.00	1,009.95
29.0	Carpentry & Millwork												74%		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	710,032.50	74,182.50	0.00	784,215.00	74%	275,535.00	39,210.75
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation (LCR)	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	80,567.00	0.00	0.00	80,567.00	100%	0.00	4,028.35
30.2	Exterior Insulation & Finish System (Pillar)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	164,864.00	0.00	0.00	164,864.00	92%	14,336.00	8,243.20
30.3	Fluid Applied Air Barrier & Sealants (TAG)	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	313,557.95	0.00	0.00	313,557.95	95%	16,503.05	15,677.90
30.4	Roofing, Sheet Metal Trim, & Roof Accessories (\$	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	1,746,135.15	55,141.11	0.00	1,801,276.26	98%	36,760.74	90,063.81
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	138,098.80	0.00	0.00	138,098.80	74%	48,521.20	6,904.94
31.0	Openings												77%		
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	361,196.99	0.00	0.00	361,196.99	77%	107,890.01	18,059.85
31.2	Door, Frame, & Hardware Installation (Himmel's)	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	23,649.00	12,770.46	0.00	36,419.46	77%	10,878.54	1,820.97
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	0.00	0.00	0.00	0.00	0%	34,900.00	0.00
32.0	Glass and Glazing System												98%		
32.1	Shop Drawings & Submittals (TCGC)	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material (TCGC)	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	475,000.00	0.00	0.00	475,000.00	100%	0.00	23,750.00
32.3	Brake Metal (TCGC)	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	43,000.00	0.00	0.00	43,000.00	100%	0.00	2,150.00
32.4	Curtain wall (TCGC)	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	234,630.00	2,370.00	0.00	237,000.00	100%	0.00	11,850.00
32.5	Storefront (TCGC)	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	92,150.00	4,850.00	0.00	97,000.00	100%	0.00	4,850.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32
APPLICATION DATE: 6/1/2025
PERIOD TO: 6/30/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
32.6	Aluminum Wall caps (TCGC)	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	960.00	3,040.00	0.00	4,000.00	50%	4,000.00	200.00
32.7	Transaction Windows (TCGC)	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	117,300.00	0.00	0.00	117,300.00	85%	20,700.00	5,865.00
32.8	Glass Materials (TCGC)	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	272,000.00	0.00	0.00	272,000.00	100%	0.00	13,600.00
32.9	Shadow box (TCGC)	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	16,000.00	0.00	0.00	16,000.00	100%	0.00	800.00
33.10	Equipment (TCGC)	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	68,400.00	2,280.00	0.00	70,680.00	93%	5,320.00	3,534.00
33.11	Caulking (TCGC)	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	96,460.00	8,480.00	0.00	104,940.00	99%	1,060.00	5,247.00
33.12	Remaining Stained Glass (Alt 3 Only)	0.000	0.00	0.00	0.00	0.00	125,000.00	125,000.00	0.00	0.00	0.00	0.00	0%	125,000.00	0.00
33.13	Initial Design - Foster Stained Glass	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
33.0	Finishes												89%		
33.1	Moisture Mitigation Control (Vector)	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	26,688.00	0.00	0.00	26,688.00	100%	0.00	1,334.40
33.2	Cold Formed Metal Framing & Drywall (SPD)	0.000	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	1,815,723.63	78,095.64	0.00	1,893,819.27	97%	58,571.73	94,690.96
33.3	Tape & Float (SPD)	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	68,328.34	30,857.96	0.00	99,186.30	90%	11,020.70	4,959.32
33.4	Wood Blocking (SPD)	0.000	0.00	0.00	0.00	0.00	86,100.00	86,100.00	77,490.00	8,610.00	0.00	86,100.00	100%	0.00	4,305.00
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	88,048.20	0.00	0.00	88,048.20	60%	58,698.80	4,402.41
33.6	Stretched-Fabric Ceilings (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	0.00	0.00	0.00	0.00	0%	80,015.00	0.00
33.7	Ceramic Tile (Level 1) (Camarata)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	39,598.75	15,839.50	0.00	55,438.25	35%	102,956.75	2,771.91
33.8	Ceramic Tile (Level 2) (Camarata)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	26,157.25	10,462.90	0.00	36,620.15	35%	68,008.85	1,831.01
33.9	Ceramic Tile (Level 3) (Camarata)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	6,422.75	3,082.92	0.00	9,505.67	37%	16,185.33	475.28
34.10	Ceramic Tile (Level 4) (Camarata)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	28,721.25	11,488.50	0.00	40,209.75	35%	74,675.25	2,010.49
34.11	Epoxy Terrazzo (National Terrazzo)	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	136,695.00	0.00	0.00	136,695.00	65%	73,605.00	6,834.75
34.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	25,731.50	0.00	0.00	25,731.50	50%	25,731.50	1,286.58
34.13	Wood Flooring	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
34.14	Resilient & Carpet Flooring (Keller)	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	90,048.40	19,048.70	0.00	109,097.10	63%	64,072.90	5,454.86
34.15	Painting (SPD)	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	54,408.75	36,272.50	0.00	90,681.25	50%	90,681.25	4,534.06
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	5,363.75	0.00	0.00	5,363.75	10%	48,273.75	268.19
34.17	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0%	22,500.00	0.00
34.0	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	4,347.35	0.00	0.00	4,347.35	5%	82,599.65	217.37
34.2	Toilet Accessories (Built Rite)	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	25,100.50	0.00	0.00	25,100.50	85%	4,429.50	1,255.03
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	62,876.10	0.00	0.00	62,876.10	70%	26,946.90	3,143.81
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0%	3,450.00	0.00
34.5	Tackboards & Tackboard Cabinets (Built Rite)	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators (Built Rite)	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00
35.0	Conveying Systems														
35.1	Elevators (Otis)	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	402,556.60	0.00	0.00	402,556.60	85%	71,039.40	20,127.83
36.0	Fire Protection System														
36.1	Fire Protection System	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	261,147.60	0.00	0.00	261,147.60	86%	42,512.40	13,057.38
37.0	Mechanical - Plumbing												99%		
37.1	Below slab Sanitary	0.000	0.00	0.00	0.00	0.00	98,064.00	98,064.00	98,064.00	0.00	0.00	98,064.00	100%	0.00	4,903.20

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32

APPLICATION DATE: 6/1/2025

PERIOD TO: 6/30/2025

ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	163,671.00	0.00	0.00	163,671.00	100%	0.00	8,183.55
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	142,079.00	0.00	0.00	142,079.00	100%	0.00	7,103.95
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	246,863.00	0.00	0.00	246,863.00	100%	0.00	12,343.15
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	54,981.00	0.00	0.00	54,981.00	100%	0.00	2,749.05
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	50,679.00	0.00	0.00	50,679.00	100%	0.00	2,533.95
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	7,606.00	0.00	0.00	7,606.00	100%	0.00	380.30
37.9	Fixtures & punch list	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	90,987.40	5,352.20	0.00	96,339.60	90%	10,704.40	4,816.98
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	206,802.00	0.00	0.00	206,802.00	100%	0.00	10,340.10
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	50,400.00	0.00	0.00	50,400.00	100%	0.00	2,520.00
38.0	Mechanical - HVAC												97%		
38.1	HVAC Mobilization, GC's, Submittals (DerryBerry)	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	139,661.00	0.00	0.00	139,661.00	100%	0.00	6,983.05
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	744,936.00	0.00	0.00	744,936.00	100%	0.00	37,246.80
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	191,079.90	21,231.10	0.00	212,311.00	100%	0.00	10,615.55
38.4	VAV's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	394,120.00	0.00	0.00	394,120.00	100%	0.00	19,706.00
38.5	RTU's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	648,172.00	0.00	0.00	648,172.00	100%	0.00	32,408.60
38.6	Testing, Adjusting, & Balancing (DerryBerry)	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	6,730.00	0.00	0.00	6,730.00	10%	60,570.00	336.50
39.0	Electrical Systems												95%		
39.01	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	146,377.00	0.00	0.00	146,377.00	100%	0.00	7,318.85
39.02	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	200,267.00	0.00	0.00	200,267.00	100%	0.00	10,013.35
39.03	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	374,082.00	0.00	0.00	374,082.00	100%	0.00	18,704.10
39.04	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	229,341.56	0.00	0.00	229,341.56	98%	4,680.44	11,467.08
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	373,582.30	172,422.60	0.00	546,004.90	95%	28,737.10	27,300.25
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	121,617.60	30,404.40	0.00	152,022.00	100%	0.00	7,601.10
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	172,121.60	17,212.16	0.00	189,333.76	77%	56,554.24	9,466.69
40.0	Low Voltage Systems												79%		
40.1	Communications (Advanced Connections)	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	171,528.21	62,621.41	0.00	234,149.62	86%	38,117.38	11,707.48
40.2	Audio, Video & Room Control Systems (AVI-SPL)	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	275,518.80	64,287.72	0.00	339,806.52	74%	119,391.48	16,990.33
40.3	Access Control & Video Management Systems (E	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	375,409.60	0.00	0.00	375,409.60	80%	93,852.40	18,770.48
41.0	Life Safety Systems														
41.1	Fire Alarm (Kauffman)	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	75,234.30	0.00	0.00	75,234.30	95%	3,959.70	3,761.72
42.0	Allowances & Contingencies												47%		
	Remaining Owner Contingency	0.000	0.00	0.00	0.00	0.00	275,843.23	275,843.23	0.00	0.00	0.00	0.00	0%	275,843.23	0.00
42.01	ALLW #02 Additional signage at the Tax Office	0.000	0.00	0.00	0.00	0.00	2,092.14	2,092.14	2,092.14	0.00	0.00	2,092.14	100%	0.00	104.61
42.02	ALLW #05 Window Shades at All Windows	0.000	0.00	0.00	0.00	0.00	20,333.00	20,333.00	20,333.00	0.00	0.00	20,333.00	100%	0.00	1,016.65
42.03	ALLW 6 Clock Tower Renovations	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.04	ALLW #10 Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	530.00	0.00	0.00	530.00	10%	4,770.00	26.50
42.05	ALLW 11 ASI 1 Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	12,270.00	0.00	0.00	12,270.00	100%	0.00	613.50
42.06	ALLW 15 RFI 70 Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	41,536.85	0.00	0.00	41,536.85	95%	2,186.15	2,076.84
42.07	ALLW 16 Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	42,838.50	14,279.50	0.00	57,118.00	100%	0.00	2,855.90
42.08	ALLW 17 ASI 2 Roller Shades & Deal Trays	0.000	0.00	0.00	0.00	0.00	5,618.00	5,618.00	5,618.00	0.00	0.00	5,618.00	100%	0.00	280.90
42.09	ALLW 18 RFI 67 Restroom Buildout	0.000	0.00	0.00	0.00	0.00	101,304.00	101,304.00	25,326.00	50,652.00	0.00	75,978.00	75%	25,326.00	3,798.90

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32
APPLICATION DATE: 6/1/2025
PERIOD TO: 6/30/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
42.10	ALLW 20 RFI 60 Add redundancy fiber conduit	0.000	0.00	0.00	0.00	0.00	37,600.00	37,600.00	37,600.00	0.00	0.00	37,600.00	100%	0.00	1,880.00
42.11	ALLW 25 ASI 3 Ground Transformer	0.000	0.00	0.00	0.00	0.00	209,150.00	209,150.00	209,150.00	0.00	0.00	209,150.00	100%	0.00	10,457.50
42.12	ALLW 25.1 ASI 3 Owner's Contingency Items	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
42.13	ALLW 26 Added Tstats at Community Center	0.000	0.00	0.00	0.00	0.00	4,153.68	4,153.68	4,153.68	0.00	0.00	4,153.68	100%	0.00	207.68
42.14	ALLW 29 ASI 5 Added terrazzo county seal	0.000	0.00	0.00	0.00	0.00	32,015.00	32,015.00	30,414.25	0.00	0.00	30,414.25	95%	1,600.75	1,520.71
42.15	ALLW 040 ASI 7 Emergency Outlet Locations (O	0.000	0.00	0.00	0.00	0.00	101,547.00	101,547.00	101,547.00	0.00	0.00	101,547.00	100%	0.00	5,077.35
42.16	ALLW 41 RFI 141 Access controls	0.000	0.00	0.00	0.00	0.00	2,880.60	2,880.60	0.00	2,880.60	0.00	2,880.60	100%	0.00	144.03
42.17	ALLW 43 RFI 146 Elevator Controls	0.000	0.00	0.00	0.00	0.00	30,228.00	30,228.00	30,228.00	0.00	0.00	30,228.00	100%	0.00	1,511.40
42.18	ALLW 44 RFI 147 Gen monitoring	0.000	0.00	0.00	0.00	0.00	11,452.87	11,452.87	8,589.65	2,863.22	0.00	11,452.87	100%	0.00	572.64
42.19	ALLW 054 Stained Glass	0.000	0.00	0.00	0.00	0.00	170,140.00	170,140.00	17,014.00	0.00	0.00	17,014.00	10%	153,126.00	850.70
42.20	ALLW 057 RFI 109 Tax Accessor Teller Window	0.000	0.00	0.00	0.00	0.00	8,085.84	8,085.84	2,021.46	0.00	0.00	2,021.46	25%	6,064.38	101.07
42.21	ALLW 058 RFI 183 Modification to Cupola Mainte	0.000	0.00	0.00	0.00	0.00	45,432.82	45,432.82	45,432.82	0.00	0.00	45,432.82	100%	0.00	2,271.64
42.22	ALLW 060 RFI 148 Water Meter @ Community C	0.000	0.00	0.00	0.00	0.00	2,650.40	2,650.40	2,650.40	0.00	0.00	2,650.40	100%	0.00	132.52
42.23	ALLW 062 RFI 114 Marque Sign	0.000	0.00	0.00	0.00	0.00	116,592.81	116,592.81	0.00	0.00	0.00	0.00	0%	116,592.81	0.00
42.24	ALLW 063 RFI 179 Roof Ladder	0.000	0.00	0.00	0.00	0.00	7,842.13	7,842.13	1,960.53	0.00	0.00	1,960.53	25%	5,881.60	98.03
42.25	ALLW 064 RFI 136 Holiday Lights	0.000	0.00	0.00	0.00	0.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0%	25,741.00	0.00
42.26	ALLW 66 RFI 150 Added Outlets for 4th floor Met	0.000	0.00	0.00	0.00	0.00	2,597.00	2,597.00	2,597.00	0.00	0.00	2,597.00	100%	0.00	129.85
42.27	ALLW 67 RFI 175 Access Hatches to Trusses	0.000	0.00	0.00	0.00	0.00	7,252.14	7,252.14	7,252.14	0.00	0.00	7,252.14	100%	0.00	362.61
42.28	ALLW 70 RFI 180 Added TV's on 2nd Floor	0.000	0.00	0.00	0.00	0.00	14,442.92	14,442.92	0.00	0.00	0.00	0.00	0%	14,442.92	0.00
42.29	ALLW 77 Custom Lanterns	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.30	ALLW 79 RFI 215 Added TV Infrastructure in Rod	0.000	0.00	0.00	0.00	0.00	3,881.73	3,881.73	0.00	3,881.73	0.00	3,881.73	100%	0.00	194.09
42.31	ALLW 80 RFI 209 Added Sink and Millwork in Ro	0.000	0.00	0.00	0.00	0.00	15,091.28	15,091.28	0.00	15,091.28	0.00	15,091.28	100%	0.00	754.56
42.32	ALLW 81 RFI 210 Room 3205 and 3rd floor Rest	0.000	0.00	0.00	0.00	0.00	74,782.75	74,782.75	0.00	18,695.69	0.00	18,695.69	25%	56,087.06	934.78
42.33	ALLW 86 RFI 221 Furring @ structual Steel supp	0.000	0.00	0.00	0.00	0.00	4,106.30	4,106.30	0.00	0.00	0.00	0.00	0%	4,106.30	0.00
42.34	ALLW 91 RFI 225 Swagit Video Systems	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.35	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	-188,182.64	-188,182.64	0.00	-188,182.64	0.00	-188,182.64	100%	0.00	-9,409.13
42.36		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.37		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.38		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.39		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.40		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Design/Builder Contingency	0.000	0.00	0.00	0.00	0.00	267,594.59	267,594.59	0.00	0.00	0.00	0.00	0%	267,594.59	0.00
42.51	ALLW 21 RFI 42 Lobby Window Discrepancy	0.000	0.00	0.00	0.00	0.00	1,288.00	1,288.00	1,288.00	0.00	0.00	1,288.00	100%	0.00	64.40
42.52	ALLW 22 ASI 2 Revised Dias & plumbing	0.000	0.00	0.00	0.00	0.00	62,015.00	62,015.00	62,015.00	0.00	0.00	62,015.00	100%	0.00	3,100.75
42.53	ALLW 23 ASI 3 oil separator & roof drains change	0.000	0.00	0.00	0.00	0.00	52,023.00	52,023.00	52,023.00	0.00	0.00	52,023.00	100%	0.00	2,601.15
42.54	ALLW 24 RFI 27 Door Hardware Changes	0.000	0.00	0.00	0.00	0.00	38,216.00	38,216.00	38,216.00	0.00	0.00	38,216.00	100%	0.00	1,910.80
42.55	ALLW 27 ASI 4 Add wood trim around columns	0.000	0.00	0.00	0.00	0.00	34,623.00	34,623.00	8,655.75	0.00	0.00	8,655.75	25%	25,967.25	432.79
42.56	ALLW 28 ASI 5 Enlarged Site Ramps	0.000	0.00	0.00	0.00	0.00	46,598.28	46,598.28	34,948.71	0.00	0.00	34,948.71	75%	11,649.57	1,747.44
42.57	ALLW 31 RFI 91 VAV Clarification	0.000	0.00	0.00	0.00	0.00	6,479.96	6,479.96	6,479.96	0.00	0.00	6,479.96	100%	0.00	324.00
42.58	ALLW 32 Storefront changes @ elevations B,D, &	0.000	0.00	0.00	0.00	0.00	40,000.00	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	2,000.00
42.59	ALLW 33 Temp sidewalks	0.000	0.00	0.00	0.00	0.00	8,720.00	8,720.00	8,720.00	0.00	0.00	8,720.00	100%	0.00	436.00
42.60	ALLW 034 Stars on the railings	0.000	0.00	0.00	0.00	0.00	24,235.00	24,235.00	18,176.25	0.00	0.00	18,176.25	75%	6,058.75	908.81

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32
APPLICATION DATE: 6/1/2025
PERIOD TO: 6/30/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
42.61	ALLW 35 ASI 6	0.000	0.00	0.00	0.00	0.00	-6,444.75	-6,444.75	-6,444.75	0.00	0.00	-6,444.75	100%	0.00	-322.24
42.62	ALLW 37 RFI #104 Added Dowels & Rebar	0.000	0.00	0.00	0.00	0.00	15,748.00	15,748.00	15,748.00	0.00	0.00	15,748.00	100%	0.00	787.40
42.63	ALLW 39 RFI 117 Cupula Shift Clarification	0.000	0.00	0.00	0.00	0.00	41,754.00	41,754.00	41,754.00	0.00	0.00	41,754.00	100%	0.00	2,087.70
42.64	ALLW 042 RFI 118 Change to continuous hinges	0.000	0.00	0.00	0.00	0.00	3,864.00	3,864.00	3,864.00	0.00	0.00	3,864.00	100%	0.00	193.20
42.65	ALLW 45 RFI 162 Plumbing Chase and Ductwork	0.000	0.00	0.00	0.00	0.00	22,243.59	22,243.59	16,682.69	5,560.90	0.00	22,243.59	100%	0.00	1,112.18
42.66	ALLW 46 RFI 140 Millwork, Handrail, Steel Confl	0.000	0.00	0.00	0.00	0.00	13,000.00	13,000.00	0.00	0.00	0.00	0.00	0%	13,000.00	0.00
42.67	ALLW 47 RFI 152 Shaft Wall Requirements	0.000	0.00	0.00	0.00	0.00	2,882.76	2,882.76	2,882.76	0.00	0.00	2,882.76	100%	0.00	144.14
42.68	ALLW 49 RFI 160 VAV 3-09	0.000	0.00	0.00	0.00	0.00	9,437.97	9,437.97	9,437.97	0.00	0.00	9,437.97	100%	0.00	471.90
42.69	ALLW 50 RFI 121 Vault Door Specification	0.000	0.00	0.00	0.00	0.00	2,944.00	2,944.00	2,944.00	0.00	0.00	2,944.00	100%	0.00	147.20
42.70	ALLW 51 Custom Caulk Color	0.000	0.00	0.00	0.00	0.00	6,491.52	6,491.52	6,491.52	0.00	0.00	6,491.52	100%	0.00	324.58
42.71	ALLW 52 RFI 177 GFRC Caulk Joint	0.000	0.00	0.00	0.00	0.00	9,788.28	9,788.28	9,788.28	0.00	0.00	9,788.28	100%	0.00	489.41
42.72	ALLW 53 RFI 172 Power To Flush Valves	0.000	0.00	0.00	0.00	0.00	15,188.00	15,188.00	15,188.00	0.00	0.00	15,188.00	100%	0.00	759.40
42.73	ALLW 55 RFI 155 Stained Glass Dimension Char	0.000	0.00	0.00	0.00	0.00	20,284.00	20,284.00	20,284.00	0.00	0.00	20,284.00	100%	0.00	1,014.20
42.74	ALLW 56 RFI 176 Cupola Lintel at Wrong Elevati	0.000	0.00	0.00	0.00	0.00	17,129.00	17,129.00	17,129.00	0.00	0.00	17,129.00	100%	0.00	856.45
42.75	ALLW 061 RFI 173 Exhaust Fan Missing Circuit	0.000	0.00	0.00	0.00	0.00	9,051.00	9,051.00	9,051.00	0.00	0.00	9,051.00	100%	0.00	452.55
42.76	ALLW 68 RFI 174 Decking over Trusses	0.000	0.00	0.00	0.00	0.00	1,910.35	1,910.35	1,910.35	0.00	0.00	1,910.35	100%	0.00	95.52
42.77	ALLW 69 Temporary Roof	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.78	ALLW 71 RFI 194 Confirmation of TPO at back o	0.000	0.00	0.00	0.00	0.00	6,842.04	6,842.04	0.00	6,842.04	0.00	6,842.04	100%	0.00	342.10
42.79	ALLW 72 RFI 196 Additional Spray Foam at Roof	0.000	0.00	0.00	0.00	0.00	12,625.00	12,625.00	0.00	0.00	0.00	0.00	0%	12,625.00	0.00
42.80	ALLW 74 RFI 171 Octagonal Towers Interior Cor	0.000	0.00	0.00	0.00	0.00	7,560.04	7,560.04	7,560.04	0.00	0.00	7,560.04	100%	0.00	378.00
42.81	ALLW 75 RFI 184 Tax Accessor Teller Windows	0.000	0.00	0.00	0.00	0.00	9,822.50	9,822.50	4,911.25	0.00	0.00	4,911.25	50%	4,911.25	245.56
42.82	ALLW 76 RFI 199 Truss Octagonal Tower tie in	0.000	0.00	0.00	0.00	0.00	23,680.16	23,680.16	0.00	0.00	0.00	0.00	0%	23,680.16	0.00
42.83	ALLW 78 RFI 205 Room 1104 and 1105 Curtain	0.000	0.00	0.00	0.00	0.00	8,879.84	8,879.84	0.00	0.00	0.00	0.00	0%	8,879.84	0.00
42.84	ALLW 82 Added Aluminum Doors	0.000	0.00	0.00	0.00	0.00	6,533.15	6,533.15	0.00	0.00	0.00	0.00	0%	6,533.15	0.00
42.85	ALLW 83 RFI 202 East and West side of Rooftop	0.000	0.00	0.00	0.00	0.00	9,183.05	9,183.05	0.00	0.00	0.00	0.00	0%	9,183.05	0.00
42.86	ALLW 84 RFI 218 Roof Flashing around the pent	0.000	0.00	0.00	0.00	0.00	8,973.15	8,973.15	0.00	0.00	0.00	0.00	0%	8,973.15	0.00
42.87	ALLW 85 Front Entrance Interior side of Vestibule	0.000	0.00	0.00	0.00	0.00	7,544.32	7,544.32	0.00	0.00	0.00	0.00	0%	7,544.32	0.00
42.88	ALLW 87 Interior Remediation and Temporary Pr	0.000	0.00	0.00	0.00	0.00	15,413.20	15,413.20	0.00	0.00	0.00	0.00	0%	15,413.20	0.00
42.89	ALLW 89 Elevator Usage Fee - Construction Pha	0.000	0.00	0.00	0.00	0.00	9,000.00	9,000.00	0.00	9,000.00	0.00	9,000.00	100%	0.00	450.00
42.90		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.91		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.92		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.93		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining County Seal Allowance	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.101	ALLW 30 County Seal, Cast Bronze	0.000	0.00	0.00	0.00	0.00	35,988.00	35,988.00	0.00	0.00	0.00	0.00	0%	35,988.00	0.00
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	14,012.00	14,012.00	0.00	14,012.00	0.00	14,012.00	100%	0.00	700.60
42.110	Remaining Asbestos Abatement Allowance	0.000	0.00	0.00	0.00	0.00	28,307.00	28,307.00	0.00	0.00	0.00	0.00	0%	28,307.00	0.00
42.111	ALLW 1 Abatement of roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	723.50
42.112	ALLW 12 - Additional Air Monitoring	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.113	ALLW 19 - Owner Notification Fee	0.000	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	165.35
42.114	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	21,916.00	21,916.00	0.00	21,916.00	0.00	21,916.00	100%	0.00	1,095.80
42.115		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 32
APPLICATION DATE: 6/1/2025
PERIOD TO: 6/30/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
	Remaining Existing Foundation Conflict	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.121	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	25,000.00	100%	0.00	1,250.00
	Remaining Overhead Support for Cleaning	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.131	ALLW 58 RFI 183 Modification to Cupola Mainte	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	1,000.00
	Remaining Mock-up Allowance	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.141		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Decorative Bollard Allowance	0.000	0.00	0.00	0.00	0.00	-6,400.00	-6,400.00	0.00	0.00	0.00	0.00	0%	-6,400.00	0.00
42.151	ALLW 3 Contract Decorative Bollards	0.000	0.00	0.00	0.00	0.00	29,400.00	29,400.00	14,700.00	0.00	0.00	14,700.00	50%	14,700.00	735.00
	Remaining Permit Comment	0.000	0.00	0.00	0.00	0.00	-25,000.00	-25,000.00	0.00	0.00	0.00	0.00	0%	-25,000.00	0.00
42.161	ALLW 13 ASI 1 Changes per City (Civil)	0.000	0.00	0.00	0.00	0.00	40,947.00	40,947.00	40,947.00	0.00	0.00	40,947.00	100%	0.00	2,047.35
42.162	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	33,074.44	33,074.44	0.00	33,074.44	0.00	33,074.44	100%	0.00	1,653.72
42.163	ALLW 88 RFI 220 City Comments	0.000	0.00	0.00	0.00	0.00	1,763.92	1,763.92	0.00	1,763.92	0.00	1,763.92	100%	0.00	88.20
42.164	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	49,214.64	49,214.64	0.00	49,214.64	0.00	49,214.64	100%	0.00	2,460.73
	Remaining Relocate Memorial Tree	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.171	Contract Reallocate, store, maintain, and replant	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	250.00
	Remaining Water Meter / Backflow	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.181	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	25,000.00	100%	0.00	1,250.00
	Remaining Paving repairs Allowance	0.000	0.00	0.00	0.00	0.00	213,050.00	213,050.00	0.00	0.00	0.00	0.00	0%	213,050.00	0.00
42.191		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining DAS / ERRCS Allowance	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.201	ASI 9 RFI #139 ERRCS (DAS)	0.000	0.00	0.00	0.00	0.00	48,910.00	48,910.00	0.00	0.00	0.00	0.00	0%	48,910.00	0.00
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	1,090.00	1,090.00	0.00	1,090.00	0.00	1,090.00	100%	0.00	54.50
	Remaining DAS / Cellular System	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.201	ASI 9 RFI #139 Cellular (DAS)	0.000	0.00	0.00	0.00	0.00	108,321.00	108,321.00	10,832.10	0.00	0.00	10,832.10	10%	97,488.90	541.61
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	76,950.00	76,950.00	0.00	76,950.00	0.00	76,950.00	100%	0.00	3,847.50
43.0	Change Orders to Exhibit I														
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	NEW COURTHOUSE TOTALS	1,273,310.000	1,130,528.00	2,403,838.00	0.00	2,403,838.00	38,625,292.00	41,043,600.00	32,504,124.73	1,512,985.10	0.00	34,017,109.83	83%	7,026,490.17	1,258,252.27
	Contract Total	1,273,310.000	1,315,059.00	2,588,369.00	1,825,812.00	4,779,103.39	38,625,292.00	43,418,865.39	34,879,390.12	1,512,985.10	0.00	36,392,375.22	84%	7,026,490.17	1,258,252.27

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
COUNTY OF WALLER §

I, the undersigned, County Clerk of Waller County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 9th day of July, 2025, a regular meeting of the Commissioners Court of Waller County, Texas, was held at the regular meeting place in the Waller County Joe Kuciamba Annex, 425 FM 1488, Hempstead, Texas; and the roll was called of the duly constituted officers and members of the said Commissioners Court, to-wit:

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

and all of said persons were present, except for the following: _____; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting a written Resolution entitled:

**RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO
BE INCURRED BY WALLER COUNTY, TEXAS**

was duly introduced for consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said Commissioners Court; the above and foregoing paragraph is a true, full and correct excerpt from the agenda of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members

consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____ day of July 2025.

County Clerk
Waller County, Texas

[COMMISSIONERS COURT SEAL]

**RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE
INCURRED BY WALLER COUNTY, TEXAS**

WHEREAS, Waller County, Texas (the “Issuer” or “County”) is a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to CHAPTER 1473, TEXAS GOVERNMENT CODE, and other provisions, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”) pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the construction of the projects listed on Exhibit “A” attached hereto;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the projects listed on Exhibit “A” attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit “A” attached hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the construction of the projects listed on Exhibit “A” attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. Section 1.150-2 and Section 1201.042, Texas Government Code.

Section 3. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the project listed on Exhibit “A” attached hereto will not exceed \$10,000,000.

Section 4. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the project is a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit “A” that at least five years are necessary to complete the project in which event the maximum reimbursement period is five years after the date of the original expenditure.

ADOPTED this 9th day of July 2025.

WALLER COUNTY, TEXAS

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

ATTEST:

County Clerk

[COMMISSIONERS COURT SEAL]

[SIGNATURE PAGE TO REIMBURSEMENT RESOLUTION]

EXHIBIT “A”

DESCRIPTION OF PROJECTS

Designing, acquiring, constructing, improving, and repairing public safety facilities and facilities used for the administrative functions of the County.

The County reasonably expects that the original expenditures for the projects will be paid from the County’s General Fund.

The County intends to reimburse such expenditures with the proceeds of an obligation to be issued in an amount not to exceed \$10,000,000.