

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

Wednesday, February 05, 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.

- 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 to approve payment on the following:
  - \$2,592.00 for Invoice dated January 15, 2025 from line item 125-411-562300 [County Organizational Dues].
- <u>6.</u> \$2,200 for Invoice dated January 6, 2025 to Singleton & Sons Funeral Home, Inc. from line item 125-423-540705 [Transport to Morque].
- 7. \$7,500.00 for Invoice #09225 to Brazos Valley Council of Governments from line item 125-525-546900 [BVCOG].

- 8. \$1,375.00 for Invoice dated December 9, 2024 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].
- 9. Request by County Auditor to Approve and/or Ratify Accounts Payable.
- 10. Request by County Engineer to approve the Final Plat of Bartlett Road Street Dedication and Reserves in Grange and accept the Construction Bond in Precinct 4.
- 11. Request by County Engineer to approve the Final Plat of Grange Section 5 and accept the Construction Bond in Precinct 4.
- 12. Request by County Engineer to place roads in Twinwood Business Park Phase 4 into the developer's one-year maintenance period, effective November 24, 2024.
- 13. Request by County Engineer to approve the application to Amend the Major Thoroughfare Plan/Map by Maple Development Group, and authorize the Road and Bridge Department to issue a public notice in the Katy Times, for two consecutive weeks, establishing a public hearing during the regular session of Commissioner' Court March 5, 2025. Advertising to be paid from line item 125-401-44100 [Bid Notices and Printing].
- 14. Request by County Treasurer to approve updates to the take home vehicle schedule.
- 15. Request to approve Out of State travel and expenses for Judge Trey Duhon to attend the National Association of Regional Council's (NARC) Conference in Washington D.C., February 9th-12th, 2025. Funds to be paid from line item 125-440-563000 [Training & Conference Expense].
- 16. Request to approve Out of State travel with County vehicle for Detective Rodriguez to attend training in Meridian, Mississippi, March 10th-14th, 2025.
- 17. Spread upon the minutes a Certificate of Completion for County Clerk Debbie Hollan for the required hours of Continuing Education for 2024 as prescribed in Section 51.605 of the Texas Government Code.
- 18. Spread upon the minutes the Revised Licensed Software Pricing for Upcoming Renewal of Software as a Service and Professional Services Agreement between Tyler Technologies, Inc. and Waller County dated December 12, 2009 resulting in a price increase to \$207,735.602 for the annual term commencing on March 1, 2025 and continuing through February 28, 2026.

#### **PROCLAMATION**

19. Approve Proclamation observing February as Black History Month.

#### **DISTRICT ATTORNEY**

20. Approve payment of \$21,038.00 for Invoice #46787 to Utility Associates Inc. for Evidence Management Software, data storage, and related support. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous].

#### SHERIFF

21. Approve Inter-local Cooperation Agreement Between Counties and Cities Associated with the Operation Lone Star For Law Enforcement Services which establishes a joint law enforcement effort between the listed Texas agencies in the agreement which includes Waller County Sheriff's Office. Agreement is for the term of 1 year with automatic renewal and may be terminated within 90 days.

#### COUNTY ENGINEER

- 22. Approve to abandon and vacate Bartlett Road and Right-of-Way (out of the H & TC Railroad Company Survey Section 123, A-202 and W I Williamson Survey, A-396), from Franz Road, North 1,867 feet.
- 23. Approve the Infrastructure Development Plan of Gated Rentals Wilson Road RV Park in Precinct 3.
- 24. Approve Variance request to the Waller County Subdivision and Development Regulations regarding Section 3.4.8 Flag Lot access length,1,752' more than 960' allowed by regs, by Lucy Magana in Precinct 3.
- 25. Approve preparation of Notice of Intent for MS4 permit application to TCEQ, authorize County Judge to sign related paperwork to submit the Notice of Intent, and pay the application fee to TCEQ.
- 26. Approve County Engineer to enter into discussions with BKDD to discuss entering into an interlocal agreement related to compliance with MS4 regulations as required by TCEQ.

#### IT DEPARTMENT

27. Approve Renewal Contract and payment of \$38,116.32 for Invoice approved in accordance with this proposal to Smarsh for archival services. Funds to be paid from line item 125-411-542505 [Internet Services].

#### **GRANT MANAGER**

- 28. Approve the FY24 State Criminal Alien Assistance Program (SCAAP) grant award in the amount of \$19.529.00.
- 29. Approve the County Grant Manager to submit a FY26 Body-Worn Camera Grant Program application to the Office of the Governor on behalf of Constable, Precinct 4.

#### **COMMISSIONER, PRECINCT 3**

30. Discussion on County Assistance Districts.

#### **AUDITOR**

31. Approve advertisement of request for qualifications for external auditing services, advertising fees to be paid from line item 125-401-544100 [Bid Notices and Printing].

- 32. Approve the following debt payments due February 15, 2025:
  - (a) WC General Obligation Bonds, Series 2017 totaling \$528,700.00, payable to Amegy Bank.
  - (b) WC General Obligation Bonds, Series 2018 totaling \$1,663,378.13, payable to Amegy Bank.
    - (c) WC Tax Notes, Series 2020 totaling \$11,395.50, payable to JP Morgan Chase.
  - (d) WC Tax Notes, Series 2022 totaling \$970,793.75, payable to Regions Equipment Finance Corp.
  - (e) WC Certificates of Obligation, Series 2022 totaling \$179,350.00, payable to Amegy Bank.
  - (f) WC Certificates of Obligation, Series 2023 totaling \$1,485,500, payable to Amegy Bank.
  - (g) WC General Obligation Bonds, Series 2024 totaling \$490,955.56, payable to Amegy Bank.

Total of \$5,330,072.94 to be paid from the following budget line items:

\$3,845,000.00 from 515-635-575000 [Principal]

\$1,485,072.94 from 515-635-576000 [Interest].

#### **DIRECTOR OF FACILITIES**

33. Approve Payment of \$1,350,539.87 for Application #27 to SEDALCO, Inc. to be paid from the following line items:

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

\$1,317,512.96 - 604-604-581000 [Bldg Purch, Const, or Improv].

- 34. Approve payment of \$156,013.42 for Invoice #11 to SEDALCO. Funds to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fees].
- 35. Approve payment of \$492,781.90 for Invoice #BXHS34151392 to BOXX Modular from line item 241-595-561209 [ARPA Miscellaneous].

#### **MISCELLANEOUS**

- <u>36.</u> Approve Order authorizing Texas Independence Day firework sales.
- 37. Approve Agreement between Waller County and Texana, and payment of \$35,933.00 from line item 125-411-542254 [Texana Ctr Behavioral Healthcare] as allocated in the 2025 Budget.

- 38. Discuss and take possible action to approve an order authorizing the issuance of an aggregate amount not to exceed \$95,800,000 of "Waller County, Texas General Obligation Bonds, Series 2025"; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds.
- 39. Discuss and take possible action to approve a resolution expressing the County's intent to reimburse itself for certain expenditures.
- 40. Annual Review of the following Departments:

**Recycling Center** 

Environmental

Director of Facilities

Fire Marshal

Library.

- 41. 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.
- 42. 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**

- 43. Consultation with District Attorney and outside counsel, including consultation with outside counsel regarding procurement and ethics compliance pursuant to Government Code Section 551.071.
- 44. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.
- 45. 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.
- 46. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
- 47. 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).

### \*\* DUE TO INCLEMENT WEATHER THE SCHEDULED COMMISSIONERS COURT MEETING FOR JANUARY 22, 2025 WAS MOVED TO THURSDAY – JANUARY 23, 2025 AT 2:00 P.M. \*\*



#### **MINUTES**

#### WALLER COUNTY COMMISSIONERS COURT REGULAR SESSION THURSDAY – JANUARY 23, 2025

BE IT REMEMBERED that the Honorable Commissioner's Court Valler County, Texas, met in REGULAR SESSION on Thursday, the 23<sup>rd</sup> day of January 25 a s meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

#### CALL TO ORDER

The meeting was called to order by Waller County Juge Trey Phon at 2:02 p.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 Debbie Hollan, County Clerk

Absent: Justin Beckendorff, Commission Precinc

Delivery of Invocation by: Commiss der Ams

Pledge to the American Flag and xas Flag by: Coming sioner Jones

Commissioner Jones made motion approve agence conded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Yes Commission Paraller – Yes Commissioner Smith – Yes Commissioner Beckendorff – Absent

#### PUBLIC CO' (ENT - None

#### CONSENT AGE: 4

Items identified within a 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 January 8, 2025 Regular Session
- 3. Request by County Treasurer for Approval of Payroll Disbursements.
- Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

- 5. Request by County Treasurer for approval of Monthly Report.
- 6. Request by County Treasurer to approve disbursement of funds for State Quarterly Reports.
- 7. Request by County Treasurer to approve updates to the take home vehicle schedule.
- 8. Request by County Treasurer for approval of Stale Dated check list.
- 9. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers. (No backup submitted)
- 10. Request by County Auditor to approve Quarterly Reimburser and of Juror Payments.
- 11. Request by County Auditor to approve official documents. all monthly reports.

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

- 12. \$2,015.39 for Invoice #48 to King Architectural consulting Services to e paid from line item 604-604-545405 [Professional Services
- 13. \$45,629.23 for Invoice #42327 to Designs That pute dba Visionality from line item 125-411-569311 [DR-4781 Texas Severe Storm] the following breakouts: \$5,000.00 from line item 125-411-5 35 (DR-4781) as Severe Storm) and \$40,629.23 from line item 125-401-5 3800 periode and Supplies).
- 14. \$1,962.16 for Invoice #96355 to Motor > olutions from line item 247-514-581700 [Equipment].
- 15. \$500.00 for Invoice ated December 27, 2, 24 to Clay's Mortuary & Cremations from line item 125-423-5. 705 Fransport lorgue].
- 16. \$2,600.00 for the size #1-1 to Fort Bend Medical Examiner from line item 125-423-540702 for utopsyl.
- 17. \$700. for Invoice #0 0055 to Stephens & Flowers Funerals & Cremator from line item 125 3-540702 utopsy].
- 18. \$550.00 for Indicate 0000056 to Stephens & Flowers Funerals & Cremator from line item 125-423-54 05 [Transport to Morgue].
- 19. \$1,295.00 for Invoice dated December 12, 2024 and \$1,295.00 for Invoice dated December 31,2024 to Magnolia Funeral Home from line item 125-423-540705 [Transport to Morgue].
- 20. Request by County Auditor to Approve and/or Ratify Accounts Payable.
- 21. Spread upon the minutes submission of the Waller County Fire Marshal's Office Racial Profiling Report to the Texas Commission on Law Enforcement, required by Article 2.132 CCP Law Enforcement Policy on Racial Profiling.

- 22. Request by County Engineer to advertise for Competitive Bids for the following item(s): Pavement Markings, Fuel-Bulk Diesel and Gasoline, Ditch Cleaning, Guardrail Repair and Improvements, and Seal Coating. Advertising to be paid from line item 125-401-44100 [Bid Notices and Printing].
- 23. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners Court on February 18, 2025 Replat of West Magnolia Forest Subdivision, Section 1 Lot 51. The revision will be to partition Lot 51 into 3 Lots. These newly configured Lots would consist of Lot 51-A (13.668 acres), Lot 51-B (3.000 acres) and Lot 51-C (3.000 acres) by Danny Rhea Moore, Shelly Lynn, Sharp Lemm, and Gail Holliday.

Motion to approve Consent Agenda with change to #13 made by Con sioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler

- Yes Commission Yes

Commissioner Jones

- Yes

ndorff Commissioner L

- Absent

#### DISTRICT ATTORNEY

24. Approve Fixed Asset Transfer from the District y's Office to the Constable, Precinct 1 Office.

Motion made by Commissioner Jones, se and by Commiss er Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissione nsler Commissioner

C. nmissioner Smith Commissioner Beckendorff - Absent

- Yes

#### **COUNTY ENGINEER**

96,084.7 #202447259 to LJA Engineering, Inc. for 25. Approve payment of for Invo comber 02, 2024 through November 29, 2024 (5th Professional Servi rende from line 1.5m 605-605-545405 [Prof. Services]. Invoice). Funding to

Smith, seconded by Commissioner Jones. Motion made rmissio

Motion cal d by 4

Judge Tre ahon - Yes

ssioner Amsler Comunissioner Jones

- Yes - Yes Commissioner Smith

- Yes Commissioner Beckendorff - Absent

age Specific Engineering Services with Pape-Dawson ward on Dra nd appro Work Authorization #1 with an amount not to exceed \$100,000 Engineers, (RFQ #24032

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 3-0 vote with 1 Abstained.

Judge Trey Duhon - Yes

Commissioner Amsler

- Yes

Commissioner Smith

- Abstained

Commissioner Jones

- Yes

Commissioner Beckendorff - Absent

27. Public Hearing: Proposed Major Thoroughfare Plan/Map Amendment by Blumberg 209, LLC.

Public Hearing began at 2:12 p.m.

No Public Comments received.

(Robert Pechukas - Director of Policy and Administration explained amendment process, Ross McCall explained the proposed amendment)

Public Hearing ended at 2:24 p.m.

28. Approve the Major Thoroughfare Plan/Map Amendment by Blumberg 209, LLC.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler Commissioner Jones

- Yes - Yes Commissioner Smith - Yes Commissioner Beckendorff - Absent

#### **COMMISSIONER, PRECINCT 3**

29. Approve fee waiver for the Community Center for PVAMU's Expanded Food Nutrition Education Program Summer Camp, July 7th-10th, 2025.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler

- Yes

Commission Smith Yes

Commissioner Jones

- Yes

Beckendorff - Absent Commissi

#### **TREASURER**

30. Approve Salary Order amendment 2025.1 effective 02/02/25.

Motion made by Commissioner Jones, seconded by Com

Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler Commissioner Jones

es Yes missioner Smith nmissioner Beckendorff – Absent

- Yes

#### GRANT MANAGER

31. Approve the County Grant Manage to book a FY2 Seneral Victim Assistance Grant Program application to the Office of e Gov to panally fund the salary of the County's Victims' Assistant Coordina

Commissioner Smith. Motion made by Commission second

Motion carried by 4-0 vote

Judge Trey Duhon - Yes

- Yes Comr ioner Ams Com sioner Jones - Yes Commissioner Smith Commissioner Beckendorff - Absent

- Yes

#### FIRE MARSHAL

f the Z 5 Waller County Multijurisdictional Hazard Mitigation Plan 32. Approve optio. Updat

er Jones, seconded by Commissioner Smith. ade by Commiss Motio.

Motion ried by 4-0 vote

Judge Trey L - Yes Commissioner Amsler Commissioner Jones

- Yes - Yes

Commissioner Smith

Commissioner Beckendorff - Absent

- Yes

**MISCELLANEOUS** 

#### Advanced to Agenda Items #34-35

34. Approve Real Estate Contract for the purchase of approximately 4.998 acres of property in Precinct 3 (a portion of property ID 10801) for \$375,000.00 and authorize County Judge or counsel to sign closing documents. (no backup submitted)

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Judge Duhon made motion to amend to be paid from Capital Outlay line item 125-600-571500 [Land Acquisition], seconded by Commissioner Jones.

Amendment carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler Commissioner Jones

- Yes - Yes

Commissioner Smith Commissioner Beckendorff - Absent

January 23, 2025 Regular Session / Page 4 of 6

#### Amended Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler Commissioner Jones - Yes - Yes Commissioner Smith Commissioner Beckendorff - Absent

35. Approve proposed amendments to update the Waller County Community Center regulations.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Commissioner Jones made motion to amend by adding "it's citizens" to the regulations (written procedures No. 4), seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler

- Yes

Commissioner Smith - Yes

Commissioner Jones Commissioner Beckendorff - Absent

- 36. Approve deliberation of business and financial issues in execute e session based on 5 Office that deliberation determination and recommendation from the District Attorn in an open meeting regarding business and financial issu plated to the purchase. exchange, lease, or value of real properties would have a dev ental effect on the position of the County in negotiations with third persons. Item W.
- 37. Approve deliberation of business and financial sues in executive se ion based on determination and recommendation from the vistrict At ney's Office that deliberation in an open meeting regarding business and har ncial sues related to contract negotiations for it would have a detrimental effe the position of the County in negotiations with third persons. Item WITHDRAWN.

#### **EXECUTIVE SESSION**

- advice about pending or contemplated 38. Consultation with District Attorney rela litigation or a settlement
- 39. Deliberate business .₁d finand lated to the purchase, exchange, lease or l<del>issues</del> Gover ment Code Sections 551.072 and 551.0725. value of real prop es pursi Item WITHDRAWN.
- pancial issues related to contract negotiations pursuant to 40. Deliberate by ass and 51.07. Item WITHDRAWN. 11 COOL

#### Returned to A da Item #33

iew of the lowing Departments: 33. Annual

cy ar Administration

Recycling Cen oved to next Commissioners Court Meeting – February 5, 2025

County Engineer

Court convened to Executive Session at 2:45 p.m.

Court reconvened from Executive Session at 3:52 p.m.

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

#### **ADJOURN MEETING**

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones. **Motion carried** by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler Commissioner Jones - Yes

Commissioner Smith

- Yes

er Jones – Yes Commissioner Beckendorff – Absent

Meeting was ADJOURNED at 3:53 p.m.

I ATTEST that the above proceedings are the true and correct minutes taken in my capacity as

Ex-Officio for the Commissioners' Court of Waller County.

Debbie Hollan Waller County Clerk

APPF VED this the 5<sup>th</sup> day of February 2025.

Carbett "Trey" J. Duhon, III County Judge County Judges and Commissioners Association of Texas 1301 Nueces Street, Suite 201 Austin, Texas 78701

### JAN 16 2025 By:

#### INVOICE ANNUAL COUNTY DUES

JAN16'25pm3:24AUDITOR

Taxpayer I.D. # 74-2611550

Honorable Carbett J. Duhon, III Waller County Judge 836 Austin Street, Suite 203 Hempstead, Texas 77445-4672

Registration # 020019

Joan Sargent Waller Co. Treasurer

Deputy Date OUTO 25

January 15, 2025

YEAR	COUNTY	ASSESSED DUES FOR CALENDAR	PAST DUE	TOTAL AMOUNT DUE
		YEAR		
2025	Waller	\$2592.00	None	\$2592.00
	County			

The County Judges and Commissioners Association of Texas is requesting payment of your annual county dues in the amount specified above. The dues are assessed based on the population of your county, from the 2020 census.

The dues paid by the counties are utilized in the following ways:

Legislative: Jim Allison, Senior General Counsel, and Rick Thompson, Program Director, monitor the legislative session, all called special sessions, and interim hearings. The State Officers supervise and assist in the support of our legislative program.

Consultation: Jim and the firm legal staff are available for internet list serve, telephone, and email consultation for important problems in your county. Phone numbers: (512) 482-0701, (800) 733-0699; Email address: j.allison@allison-bass.com.

Education: The State Association Education Committee monitors and certifies the Continuing Education Program for County Commissioners. Our educational programs are a vital part of our organization, and we need to maintain their excellence. The State Association maintains a transcript and issues a Certificate of Completion to all commissioners who complete the required 16 hours of continuing education. The Advanced Curriculum Program provides an opportunity for additional educational achievement.

County Progress Magazine provides informative monthly articles of special interest to us. Your dues include an annual subscription for each member of the Commissioners Court. By your support, we will be able to continue these services for each of you.

#### Please make check payable to:

County Judges and Commissioners Association of Texas Mail to:

County Judges and Commissioners Association of Texas

County Judges and Commissioners Association of Texas 1301 Nueces Street, Suite 201 Austin, Texas 78701

#### If you have questions, please call:

Byron Ryder, President County Judges and Commissioners Association of Texas (830) 221-1104

JAN1 R'25AM10:22TREASURER

#### Singleton & Sons Funeral Home, Inc.

#### 627 New Orleans Street

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

TO:

Waller County Judge & County Commissioners

FROM:

Singleton & Sons Funeral Home, Inc.

#### Date January 6, 2024

	CHARGES	CREDITS	BALANCE
First Call (Removal )	\$ 250.00		\$250.00
Transfer of Remains to the Fort Bend County Medical Examiner Office, Rosenberg, Texas	\$750.00		\$750.00
2 Man removal (Decomposition)	\$550.00		\$550.00
Heavy Duty Body Bag (Security Ties)	\$650.00		\$650.00
Registration # 019783  Joan Sargent Waller Co Treasurer  Deputy Date 0 0925		JAN	7'25°m3:40TREASUREF
TOTAL DUE	\$2,200.00		\$2,200.00

Gerard Singleton, Director

JAN9'25PM1:42AUDITOR

#### Invoice

Brazos Valley Council of Governments PO Drawer 4128 Bryan, TX 77805-4128

1/8/2025

09225

Billing Address WALLER COUNTY Accounts Payable 836 Austin Street, Suite 203 Hempstead, TX 77445 USA

Service Address WALLER COUNTY 836 Austin Street, Suite 203 Hempstead, TX 77445 USA

Your Contribution Covers the period 01/01/2025 thru 03/31/2025

Registration # 019929

Joan Sargent Waller Co. Treasurer

Deputy Date 119125

Customer ID

CIHC-WALCOU

**Customer Name** 

WALLER COUNTY

Invoice ID

09225

Invoice Date

1/8/2025

Charge Date	Charge Code	Description	Fixed Charge	Quantity	Unit Price	Amount	Sales Tax
1/8/2025	948	Waller County CIHC Quarterly Contribution	\$7,500.00	0.00	0.00	\$7,500.00	

JAN9'25 M2:34TREASURER

Payment Terms: Net

0 Days

Sales Tax:

\$0.00

Total:

\$7,500.00

To pay electronically via ACH credit or EDI payments:

**BRAZOS VALLEY COUNCIL OF GOVERNMENTS** 

Bank Routing (ABA) #:

021052053

Account #:

82137924

Reference\*#:

CIHC-WALCOU

Invoice #\*:

09225

\*Helps ensure posting to correct invoice

JAN14'25 AM9:28 AUDITOR

## Schmidt Funeral ${\cal H}$ ome

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 December 9, 2024

DEC10'249M10:37TREASURER

Bill To:

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

Registration # 019098

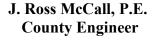
Joan Sargent Waller Co. Treasurer
Deputy Date 01010101

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Two Man First Call				475.00
1			- per Judge Ted Krenek				
2			Crash bag and cremation bag				400.00
1			Transported to Ft. Bend Co. ME				500.00
			,				
						Balance Due	\$ 1375.00

Thank You,

Donna Schmidt Fricke Schmidt Funeral Home Brookshire, TX

#### WALLER COUNTY





#### **MEMORANDUM**

**To:** Honorable Commissioners' Court

Item: Final Plat Approval-Bartlett Road Street Dedication and Reserves in Grange

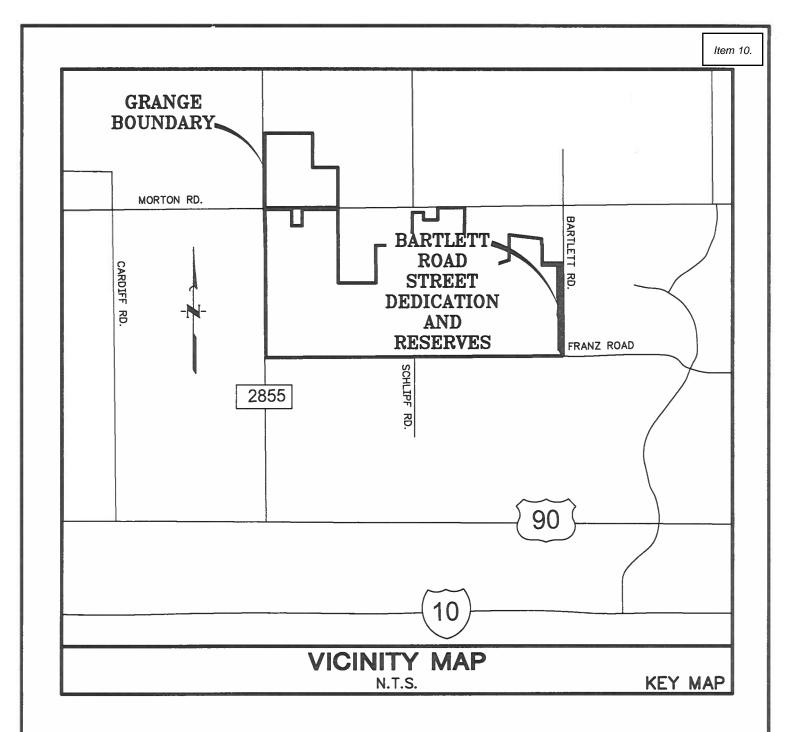
Date: February 5, 2025

#### **Background**

Final Plat of Bartlett Road Street Dedication and Reserves in Grange consists of 9.85 acres will include 2 Blocks and 2 Reserves in Precinct 4.

#### **Staff Recommendation**

Approve Plat and accept Construction Bond



# FINAL PLAT OF BARTLETT ROAD

## STREET DEDICATION AND RESERVES IN GRANGE

A SUBDIVISION OF 9.85 ACRES OF LAND
OUT OF THE
H. & T. C. TRAILROAD COMPANY SURVEY, SECTION 123, A-202

WALLER COUNTY, TEXAS

2 RESERVES

2 BLOCKS

OCTOBER 2024

DATE: OCTOBER 2024

SCALE NTS

Improvements\2 Design Phase\Planning\Bartlett -PLAT.dwg Dec 18,2024 - 2:23pm

Road

Bartlett

SHEET 1A OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN GRANGE OWNER/DEVELOPER:

KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@ljohnsondev.com



QUIDDITY

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

A METES & BOUNDS description of a 9.85 acre tract of land in the H. & T. C. Railroad Company Survey Section 123, Abstract 202, Waller County, Texas, being out of and a part of the residue of that certain called 482.21 acre tract recorded under County Clerk's File Number 2216140, Official Public Records, Waller County, Texas, that certain called 0.12 acre tract (Director Lot No. 1) recorded under County Clerk's File Number 2309224, Official Public Records, Waller County, Texas, and that certain called 0.11 acre tract (Director Lot No. 4) recorded under County Clerk's File Number 2402341, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod found for the lower northeast corner of the residue of said called 482.21 acre tract, same being the southeast corner of an adjoining called 10.00 acre tract recorded under County Clerk's File Number 1809163, Official Public Records, Waller County, Texas, as located in existing Bartlett Road (width varies) for the northeast corner and Place of Beginning of the herein described tract, said point being in the east line of said H. & T. C. Railroad Company Survey Section 123, Abstract 202, the west line of the adjoining Fred Eule Survey, Abstract 376, Waller County, Texas, and the west line of an adjoining called 81.8452 acre tract recorded in Volume 1012, Page 543, Official Records, Waller County Texas: Waller County, Texas;

Thence South 02 degrees 06 minutes 07 seconds East along the east line of the herein described tract, same being the east line of the residue of said called 482.21 acre tract, the east line of said H. & T. C. Railroad Company Survey Section 123, Abstract 202, the west line of said adjoining Fred Eule Survey, Abstract 376, the west line of the adjoining W. I. Williamson Survey, Abstract 396, the west line of said adjoining called 81.8452 acre tract, the west line of an adjoining called 40.8759 acre tract recorded in Volume 995, Page 449, Official Records, Waller County, Texas, the west line of an adjoining called 10.2190 acre tract recorded under County Clerk's File Number 2311939, Official Public Records, Waller County, Texas, and the west line of the adjoining Cane Island Detention Ponds T and U, according to map or plat thereof recorded under County Clerk's File Number 2213053, Plat Records, Waller County, Texas, 3,214.96 feet to the southeast corner of the herein described tract, being a point in a non-tangent curve to the right, from which point a 3/4 inch iron pipe in concrete found for the southeast corner of the residue of said called 482.21 acre tract bears South 02 degrees 06 minutes 07 seconds East, 83.32 feet;

Thence establishing the lower south line of the herein described tract, crossing the residue of said called 482.21 acre tract with the following courses and distances:

Thence with said non-tangent curve to the right, having a central angle of 37 degrees 05 minutes 08 seconds, an arc length of 80.91 feet, a radius of 125.00 feet, and a chord bearing North 30 degrees 41 minutes 33 seconds West, 79.50 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 58 degrees 12 minutes 39 seconds, an arc length of 118.87 feet, a radius of 117.00 feet, and a chord bearing North 41 degrees 15 minutes 19 seconds West, 113.82 feet to the lower southwest corner of the herein described tract;

Thence establishing the lower west line of the herein described tract, crossing the residue of said called 482.21 acre tract, said Director Lot No. 1, and said Director Lot No. 4, with the following courses and distances:

North 02 degrees 06 minutes 32 seconds West, 1,111.34 feet;

North 14 degrees 10 minutes 37 seconds West, 132.14 feet;

North 05 degrees 57 minutes 32 seconds East, 197.59 feet;

North 02 degrees 06 minutes 05 seconds West, 135.53 feet;

North 09 degrees 05 minutes 19 seconds West, 194.16 feet to a point in a non-tangent curve to the right;

Thence with said non—tangent curve to the right, having a central angle of 05 degrees 01 minute 25 seconds, an arc length of 85.05 feet, a radius of 970.00 feet, and a chord bearing North 84 degrees 17 minutes 04 seconds East, 85.02 feet to the beginning of a compound curve to the right;

Thence with said compound curve to the right, having a central angle of 91 degrees 01 minute 50 seconds, an arc length of 39.72 feet, a radius of 25.00 feet, and a chord bearing South 47 degrees 41 minutes 18 seconds East, 35.67 feet;

North 02 degrees 10 minutes 23 seconds West, 110.02 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 89 degrees 04 minutes 37 seconds, an arc length of 38.87 feet, a radius of 25.00 feet, and a chord bearing South 42 degrees 21 minutes 55 seconds West, 35.07 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 05 degrees 13 minutes 49 seconds, an arc length of 94.02 feet, a radius of 1,030.00 feet, and a chord bearing South 84 degrees 17 minutes 19 seconds West, 93.99 feet;

North 05 degrees 00 minutes 04 seconds West, 63.24 feet;

North 02 degrees 06 minutes 19 seconds West, 49.88 feet;

North 02 degrees 05 minutes 37 seconds West, 543.36 feet;

South 87 degrees 15 minutes 36 seconds East, 5.02 feet;

North 02 degrees 05 minutes 37 seconds West, 497.10 feet to a reentry corner of the herein described tract;

Thence South 88 degrees 00 minutes 48 seconds West establishing the upper south line of the herein described tract, 555.17 feet to the upper southwest corner of the herein described tract;

Thence North 02 degrees 06 minutes 07 seconds West establishing the upper west line of the herein described tract, 80.00 feet to the northwest corner of the herein described tract, same being a reentry corner of the residue of said called 482.21 acre tract, and the southwest corner of said adjoining called 10.00 acre tract;

Thence North 87 degrees 59 minutes 52 seconds East along the north line of the herein described tract, same being the lower north line of the residue of said called 482.21 acre tract and the south line of said adjoining called 10.00 acre tract, 694.99 feet to the Place of Beginning and containing 9.85 acres of land, more or less.

DATE: OCTOBER 2024

SCALE NTS

Bartlett Road Improvements\2 Design Phase\Planning\Bartlett -PLAT.dwg Dec 18,2024 - 1:21pm

-0023-02

SHEET 1B OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN **GRANGE** 

OWNER/DEVELOPER:

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



K:\18009\18009-0023-02 Bartiett Road Improvements\2 Design Phase\Planning\Bartiett -PLAT.dwg Dec 18,2024 - 1:21pm CKJ

RESTRICTED RESERVE A
Restricted to Drainage Purposes Only 5.02 AC 218,813 Sq. Ft.

RESTRICTED RESERVE B Purposes Only 4.76 AC 207,563 Sq. Ft.

LINE TABLE					
LINE	BEARING	DISTANCE			
L1	N02*06'07"W	80.00'			
L2	N14"10'37"W	132.14'			
L3	N05'57'32"E	197.59'			
L4	N02°06'05"W	135.53'			
L5	N09°05'19"W	194.16'			
L6	N02'10'23"W	110.02			
L7	N05'00'04"W	63.24'			
L8	N02°06'19"W	49.88'			
L9	S87°15'36"E	5.02'			
L10	N87'50'44"E	23.33'			
L11	N87'53'53"E	23.40'			
L12	N87'53'53"E	23.27			

	CURVE TABLE							
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT		
C1	125.00'	37'05'08"	80.91'	N30°41'34"W	79.50'	41.93'		
C2	117.00'	5812'39"	118.87'	N41°15'19"W	113.82'	65.14'		
C3	970.00'	5'01'25"	85.05'	N84°17'04"E	85.02'	42.55'		
C4	25.00'	91°01'50"	39.72'	S47°41'18"E	35.67'	25.45'		
C5	25.00'	89°04'37"	38.87'	S42°21'55"W	35.07'	24.60'		
C6	1030.00'	513'49"	94.02'	S84°17'19"W	93.99'	47.04'		

DATE: OCTOBER 2024

SCALE 1"=60"

SHEET 1C OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN **GRANGE** 

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



Š 탕 Phase\Planning\Bartlett -PLAT.dwg Design Road ] 9 0023-

General Notes: "Acres" "Aerial Easement" AE . . . . . . . . "Building Line" BL ."County Clerk's File" ."Garage Building Line" "Number No. O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas" "Right-of-Way "Storm Sewer Easement" ."Sanitary Sewer Easement" ."Square Feet" STM SE . . . . Sq Ft . . . . . . "Utility Easement" UE . . . . . . . . Vol \_, Pg \_ . . ."Volume and Page" ."Waterline Easement" WLE . . . . . . . . ..... "Set 3/4—inch Iron Rod with cap stamped "QUIDDITY ENG. PROPERTY CORNER" as Per Certification" ① . . . . . . . . . "Block Number" . . . . "Street Name Break"

One—foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re—subdivided in a recorded plat, the one—foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.

This subdivision is proposed for single—family residential, detention and other related uses.

The radius on all block corners is 25 feet, unless otherwise noted.
With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Stewart Title, File No. 24473032433, Dated February 1, 2024.
With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by the 4.

representative Title Company.

All coordinates shown are grid based on the Texas Coordinate System OF 1983, South Central Zone, and may

be converted to surface by dividing by the combined scale factor of 1.00012342523191.

All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

New development within the subdivision plat shall obtain a storm water quality permit before the issuance of 8. any development permits.

Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.

10. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain level. No development permits will be issued in a Flood

Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.

11. This tract lies within UnShaded Zone "X" and Shaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473C0375E, Panel 375, Suffix "E" dated February 18, 2009, for Waller County, Texas and incorporated areas, and revised under LOMR Case No. 10-06-2439P, dated July 8, 2011.s. Unshaded Zone "X"; is defined as areas determined to be outside the 0.2% annual chance floodplain.

12. Right-of-way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The county has the right of case.

all street or drainage improvements are actually constructed on the property. The county has the right at any

all street or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.

13. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Astro Sunterra, L.P., a Delaware Limited Partnership, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:

(a) the water quality and connections to the lots meet, or will meet, the minimum state standards;

(a)the water quality and connections to the lots meet, or will meet, the minimum state standards;

(b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards:

(c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and

(d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.

14. All pipelines and pipeline easements within the platted area are shown hereon.
15. Elevations shown hereon are based on GPS observations taken October 12, 2022, and processed using data from CORS stations TXCM, TXLI, TXLM, TXLV, TXSO and TXWH

16. TBM 5000357: Being a 5/8" Iron rod with cap marked "Quiddity Eng. Control" located approximately 662 feet southeast of the northwest corner of a called 322.56 acre tract recorded under County Clerk's File Number 2312086, being a 5/8" Iron rod, also being approximately 2,712 feet northeast of the lower northeast corner of said 322.56 acre tract, being a Mag Nail set with Shiner. Coordinates — N: 13876292.99 E: 2965134.88

Elevation: 166.85'

DATE: OCTOBER 2024

SHEET 1D OF 1

SCALE NTS

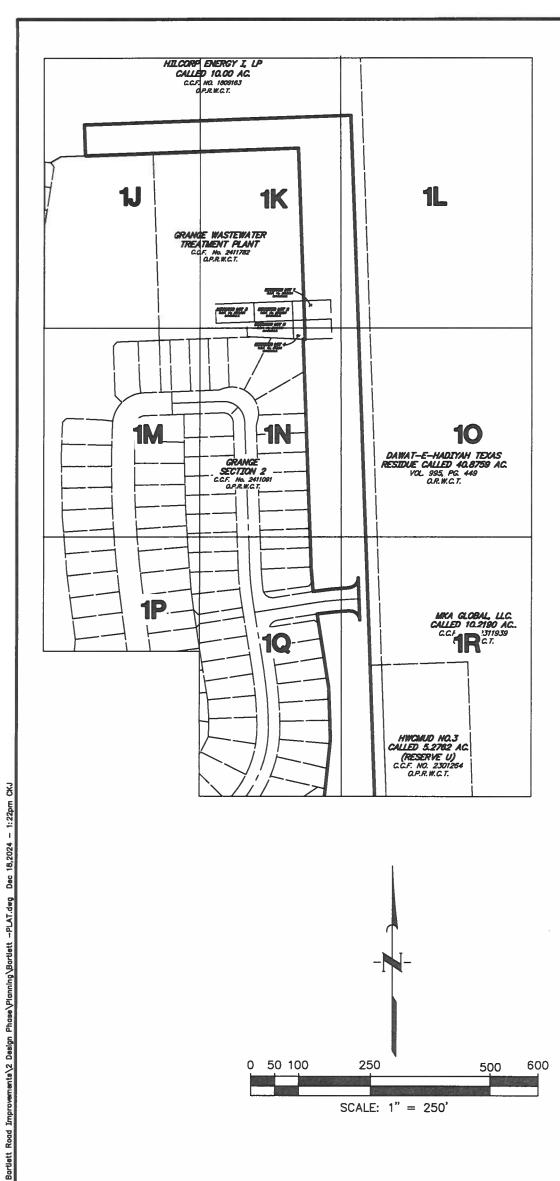
FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN **GRANGE** 

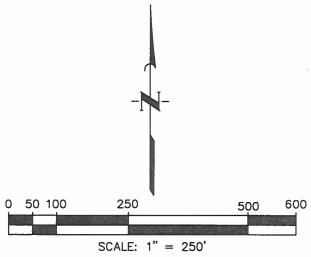
OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUTTE 600 HOUSTON, TEXAS 77056 281-341-8198

Jacobr@ljohnsondev.com



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2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000





DATE: OCTOBER 2024

SCALE 1" = 250'

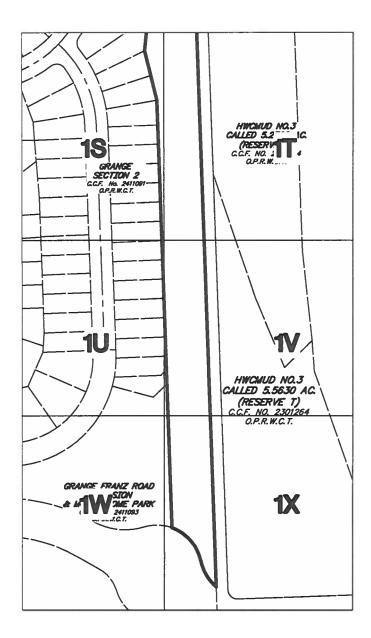
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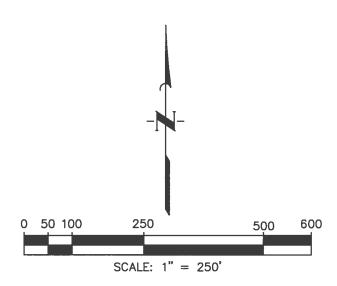
SHEET 1E OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN **GRANGE** 

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







DATE: OCTOBER 2024

SCALE 1" = 250'

Road Improvements\2 Design Phase\Planning\Bartlett -PLAT.dwg Dec 18,2024 - 1:36pm CKJ

Bartlett

18009-0023-02

SHEET 1F OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN **GRANGE** 

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



Cjamnik @ quiddity.com

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

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

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community No 480640, Map No. 48029C0375E, Panel 0375, suffix "E" dated Februaty 18, 2009 and revised under LOMR 10-06-2439P dated July 8, 2011.

A Portion of this subdivision lies within the boundary of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community No 480640, Map No. 48029C0375E, Panel 0375, suffix "E" February 18, 2009 and revised under LOMR 10-06-2439P dated July 8, 2011.



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

BROOKSHIRE-KATY DRAINAGE DISTRICT Permit No. 2024-16

APPROVED BY THE BOARD OF SUPERVISORS ON

DISTRICT ENGINEER

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

DATE: OCTOBER 2024

SCALE NTS

SHEET 1G OF 1

FINAL PLAT OF **GRANGE SECTION 4** 

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



COUNTY OF WALLER

We, Katy 2855 Development LLC, acting by and through Jacob W. Rice, Vice President, owner of the 9.85 acre tract subdivided, in this plat of Bartlett Road Street Dedication and Reserves, 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 or drainage easements to conform to the grades, and bind ourselves, out heirs successors and assigns to warrant and defend the title to the land so dedicated.

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

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

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

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

IN TESTIMONY WHEREOF, the Katy 2855 Development LLC has caused these presents to be signed by Jacob W. Rice, Vice

President thereunto authorize,
this 18th day of 1000mber, 2024

Katy 2855 Development LLC

Jacob W. Rice

STATE OF TEXAS

COUNTY OF WALLER

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of Normber, 2021

Notary Public in and for the State of Texas

Diana M. Nevels Print Name

DIANA M. NEVELS My Notary ID # 11664512 Expires September 20, 2027

My commission expires: 9-20-2021

DATE: OCTOBER 2024

SCALE NTS

SHEET 1H OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN **GRANGE** 

OWNER/DEVELOPER:

KATY 2855 DEDEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 HOUSTON, TEXA 281-341-8198 Jacobr@ljohnsondev.com



Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
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Ciamnik@quiddity.com

-0023-02

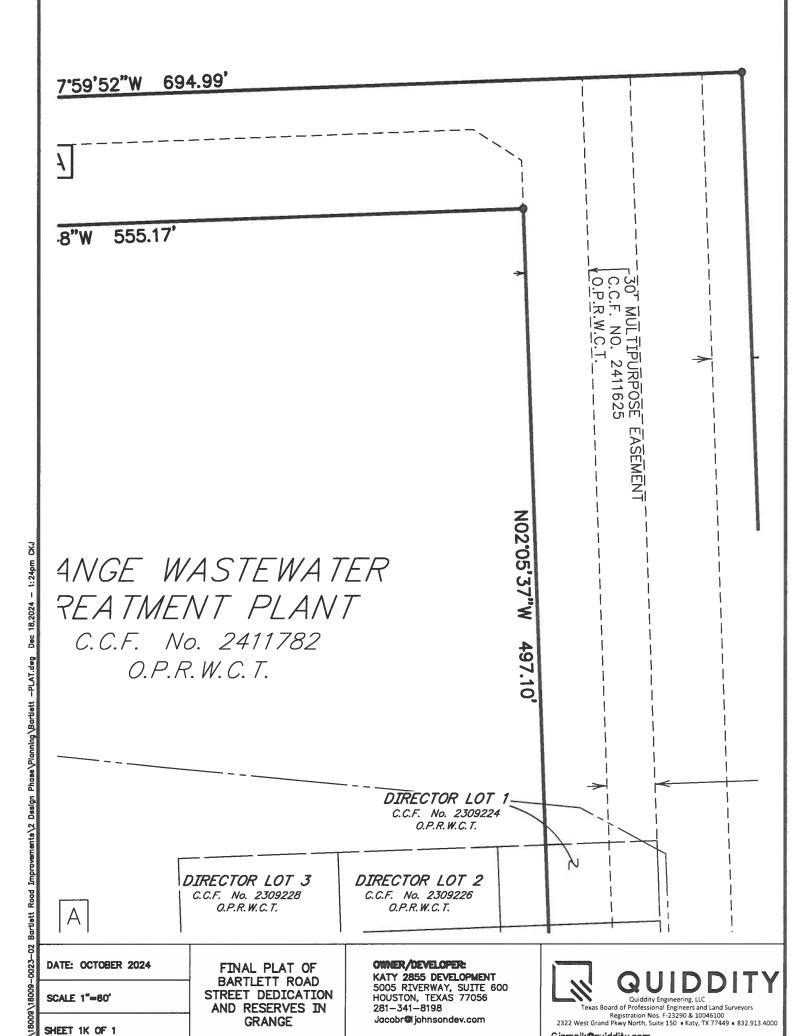
I, J. Ross McCall, ( and regulations of Waller		unty, Certify that the Plat of this su	bdivision complies with all existing rules
No construction or other met.	development within this subo	division may begin until all Waller Co	unty permit requirements have been
Date		J. Ross McCall County Engineer	
STATE OF TEXAS	§		
COUNTY OF WALLER	§		
T Dabbie Heller O	tauntu Clark in and for Waller	County, Texas do hereby certify tha	t the foregoing instrument with its
certificate of authenticat	ion was filed for recordation	in my office on	_ , 2024, at o'clockM in nd seal of office, at Hempstead, Texas,
the day and date last above		,	
	Debbie Hollan		
	Waller County, Te	xds	
	By: Deputy		-
CERTIFICATE OF COMMIS	STONERS COURT		
APPROVED by the Comm	issioners' Court of Waller Cou	unty, Texas, this day of _	, 2024.
Carbett "Trey" J. Duhon I	II		
ounty Judge			
		Walter E. Smith,	D.F. SDI C
John A. Amsler Commissioner, Precinct 1		Commissioner, Pr	
Kendric D. Jones Commissioner, Precinct 3		Justin Becker Commissioner	
offiffissioner, Fredirect 5		Commissioner	, Freditor 4
roads for integration into	o the County Road System. T	he developer is required to comply v	er County acceptance of the dedicated vith Sections 5 and 6 of the current
Waller County Subdivision	and Development Regulations	s, in this regard.	
ATE: OCTOBER 2024	FINAL PLAT OF	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT	I ALLIBBIT
CALE NTS	BARTLETT ROAD STREET DEDICATION	5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056	QUIDDIT  Quiddity Engineering, LLC  Tayas Board of Professional Engineers and Land Suprepars
HEET 1I OF 1	AND RESERVES IN GRANGE	281-341-8198 Jacobr®ljohnsondev.com	Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832,913,40
			Cjamnik@quiddity.com

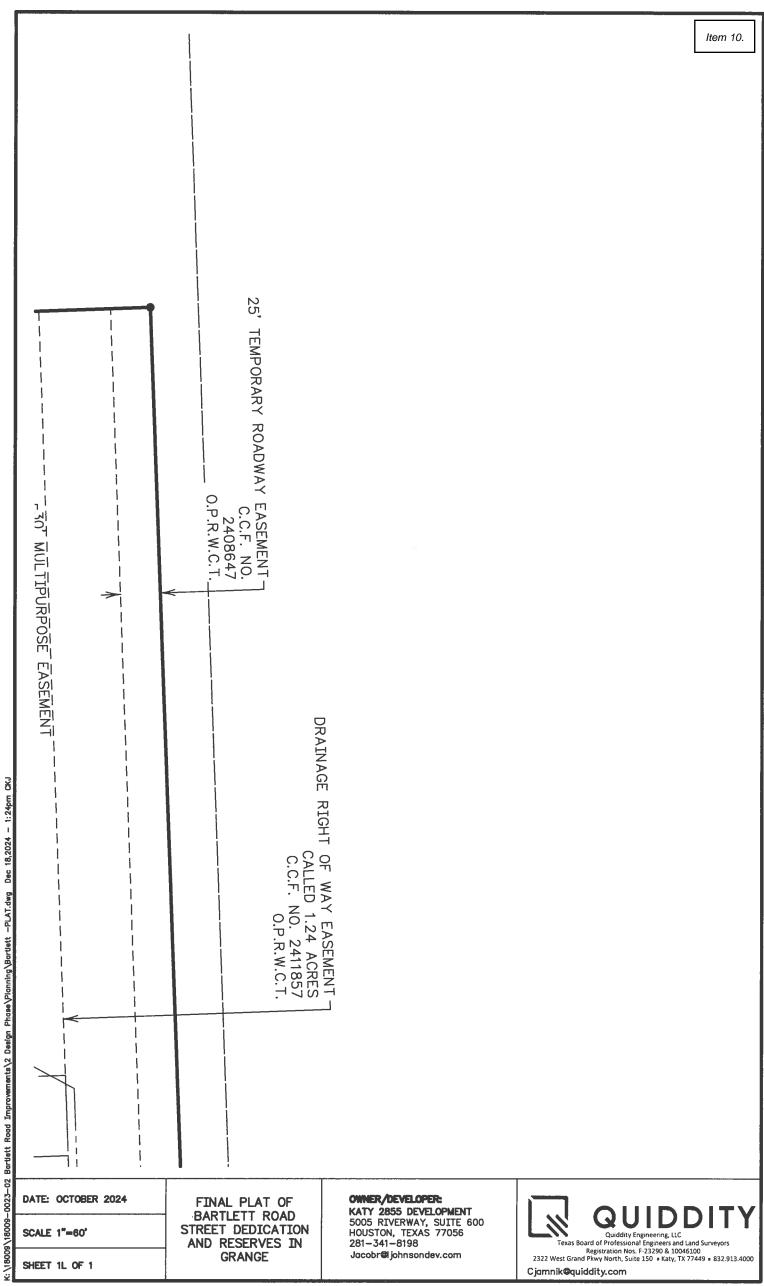
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Item 10. HILCORP ENE CALLED 1C C.C.F. NO. ; 0.P.R.W. -30' MULTIPURPOSE EASEMENT C.C.F. NO. 2411625 O.P.R.W.C.T. S87'59'52"W 694 S88'00'48"W 555.17 (18009-0023-02 Bartlett Road Improvements\2 Design Phase\Pianning\Bartlett -PLAT.dwg Dec 18,2024 - 1:24pm CKJ GRANGE W. TREA TMEI C.C.F. No O.P.R CWNER/DEVELOPER:
KATY 2855 DEVELOPMENT
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198 DATE: OCTOBER 2024 FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000 SCALE 1"=60" Jacobr**©** johnsondev.com **GRANGE** SHEET 1J OF 1 Cjamnik@quiddity.com

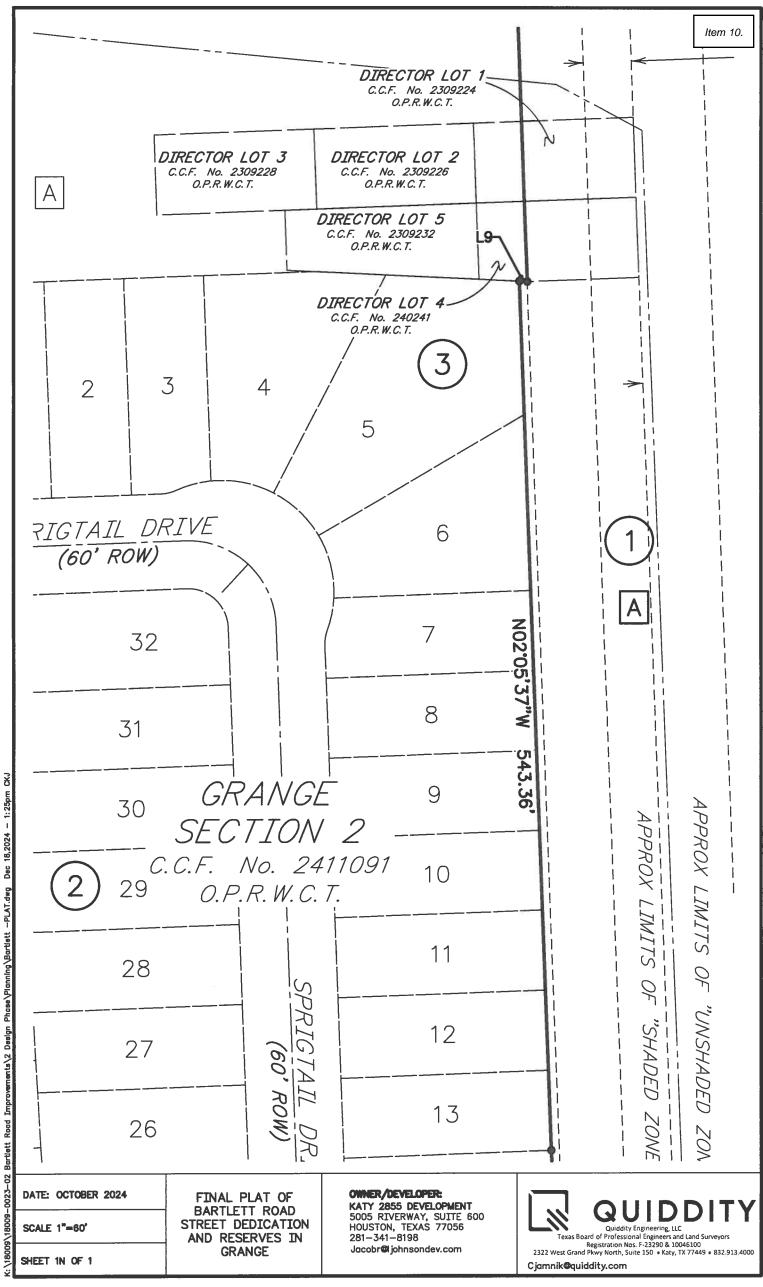
DRP ENERGY I, LP LLED 10.00 AC.

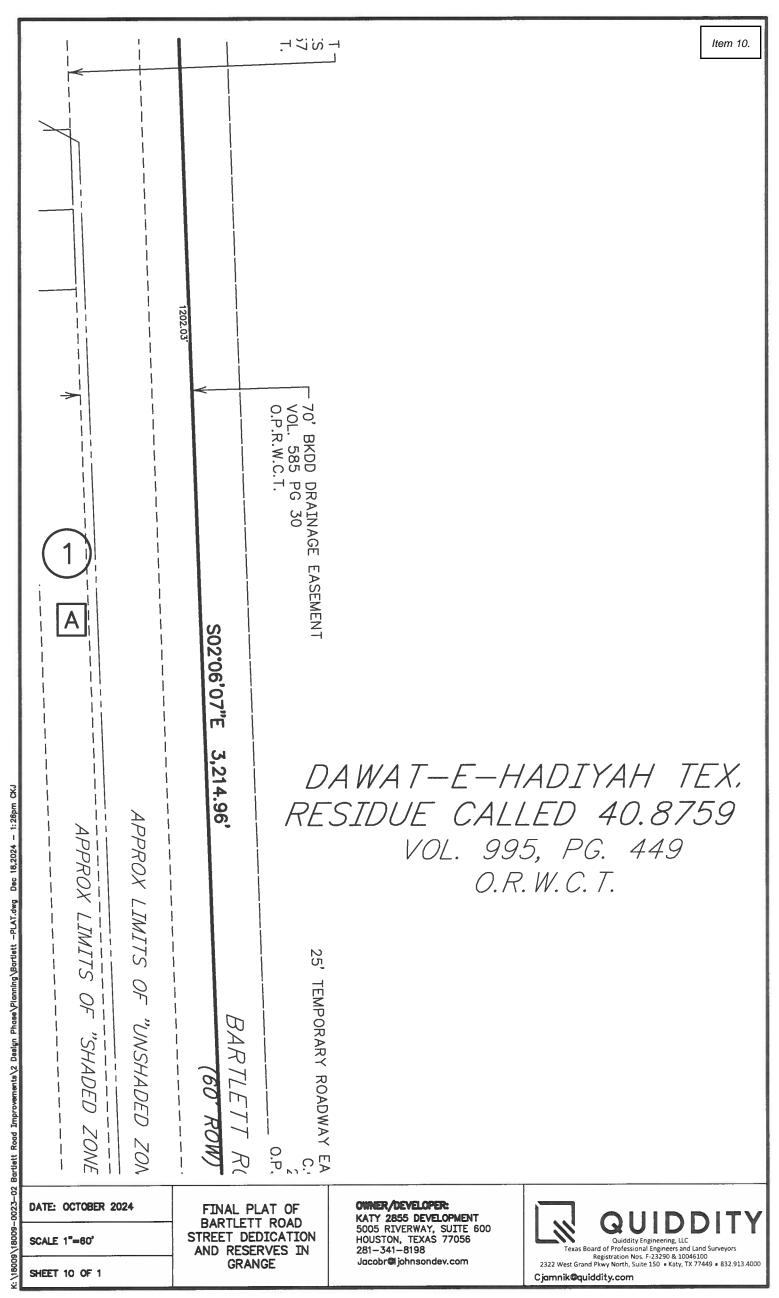
C.C.F. NO. 1809163 O.P.R.W.C.T.











	5 [		Item 10.
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14 ROW)	SPRIGTAIL DRIVE	21	26
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12		19	24
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DATE: OCTOBER 2024 SCALE 1"=60'

K: \18009\18009-0023-02 Bartlett Road Improvementa\2 Design Phase\Planning\Bartlett -PLAT.dwg Dec 18,2024 - 1:26pm CKJ

SHEET 1P OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN GRANGE

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

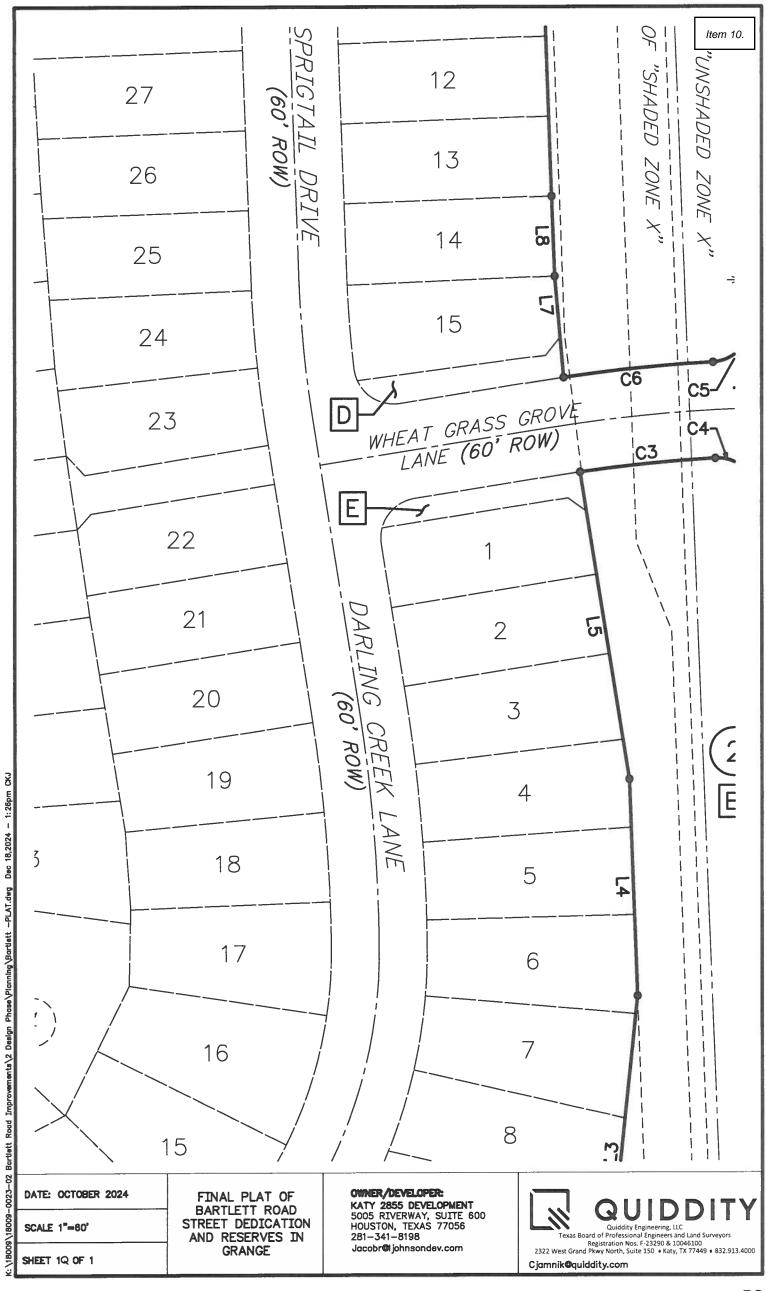


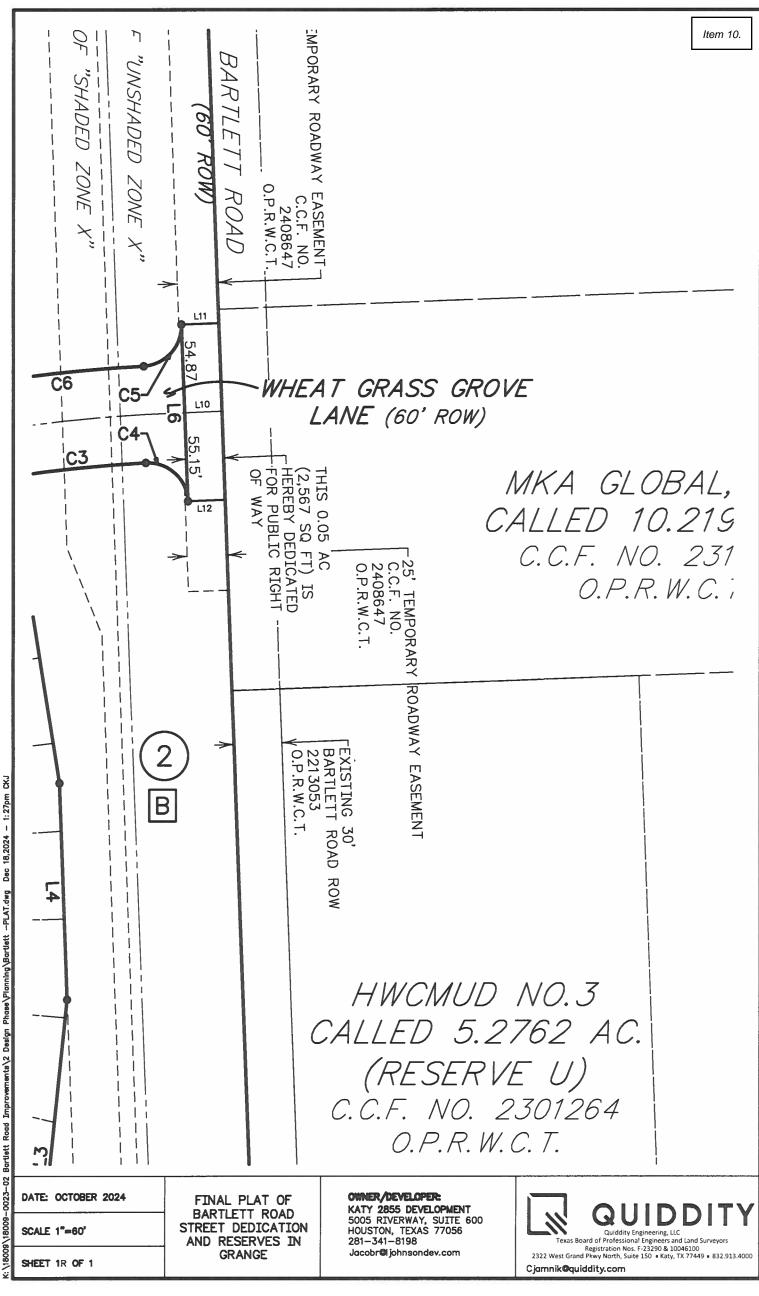
QUIDDDITY

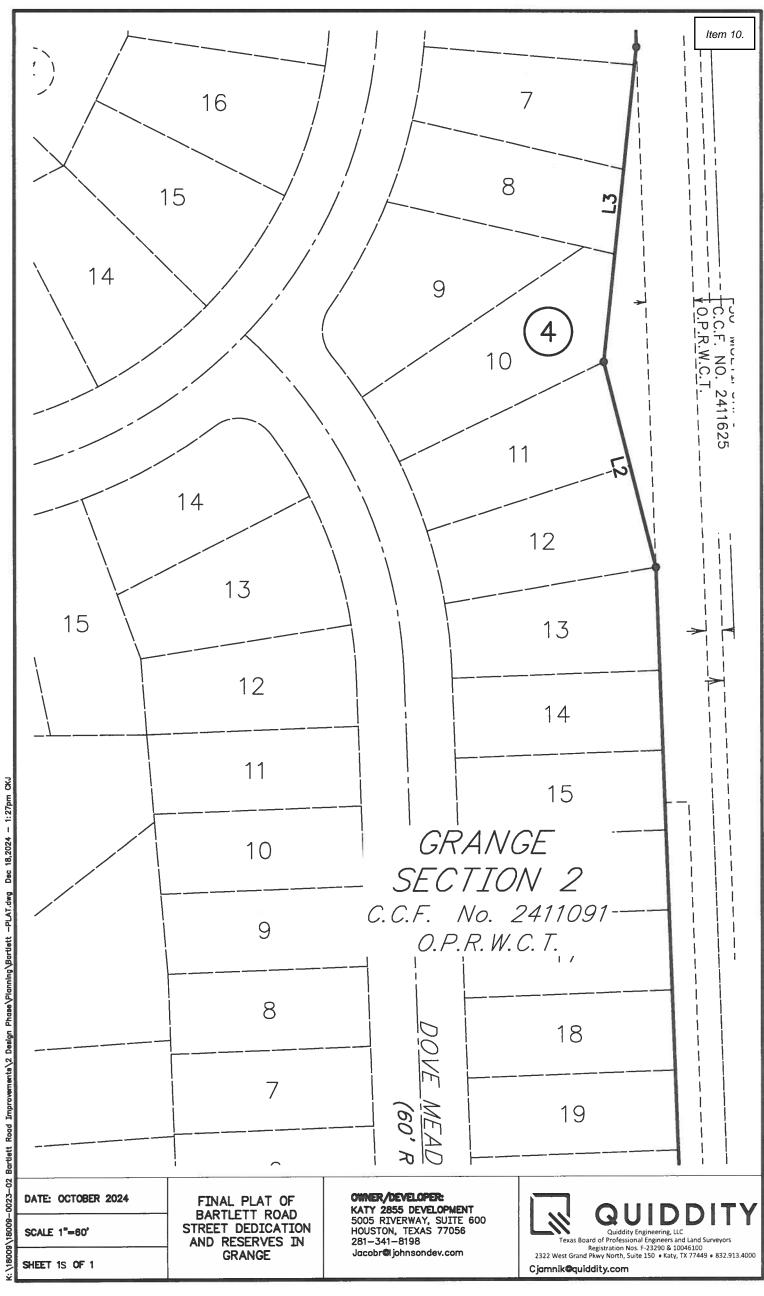
Quiddity Engineering, LLC

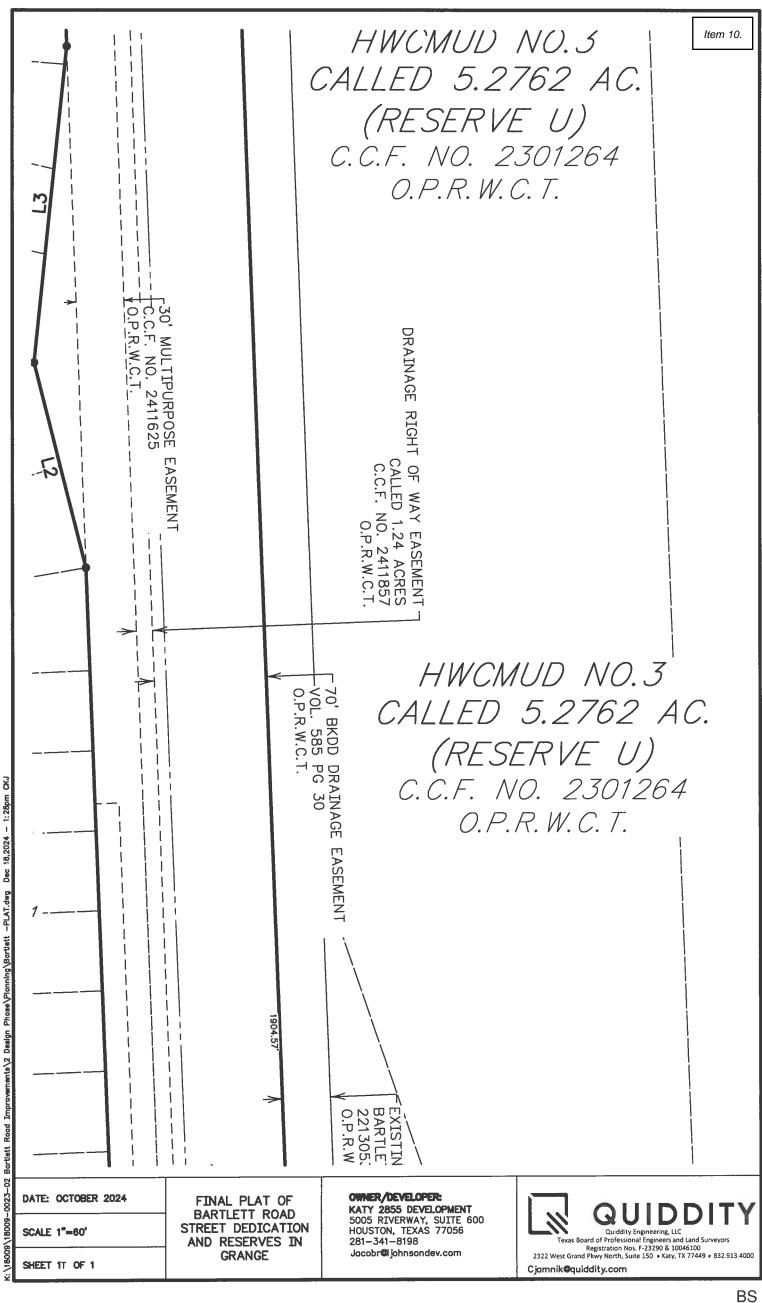
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100

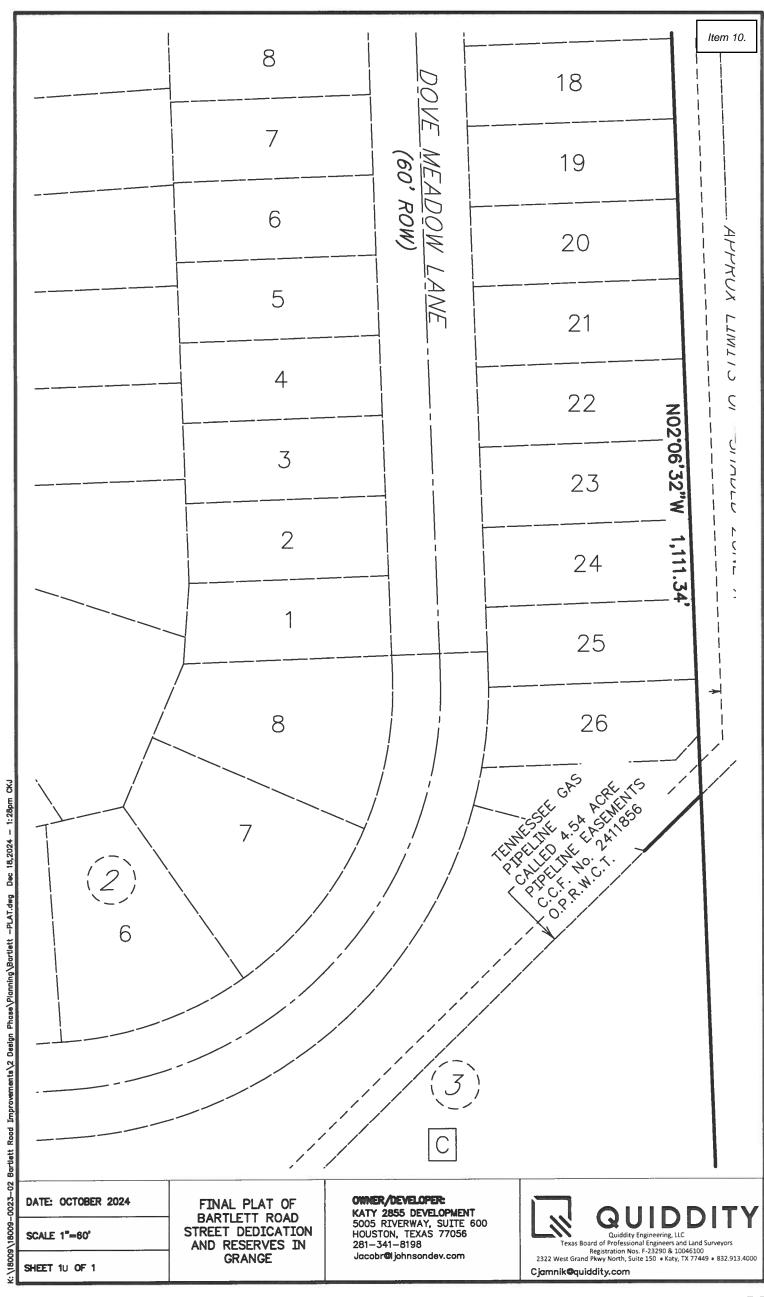
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000

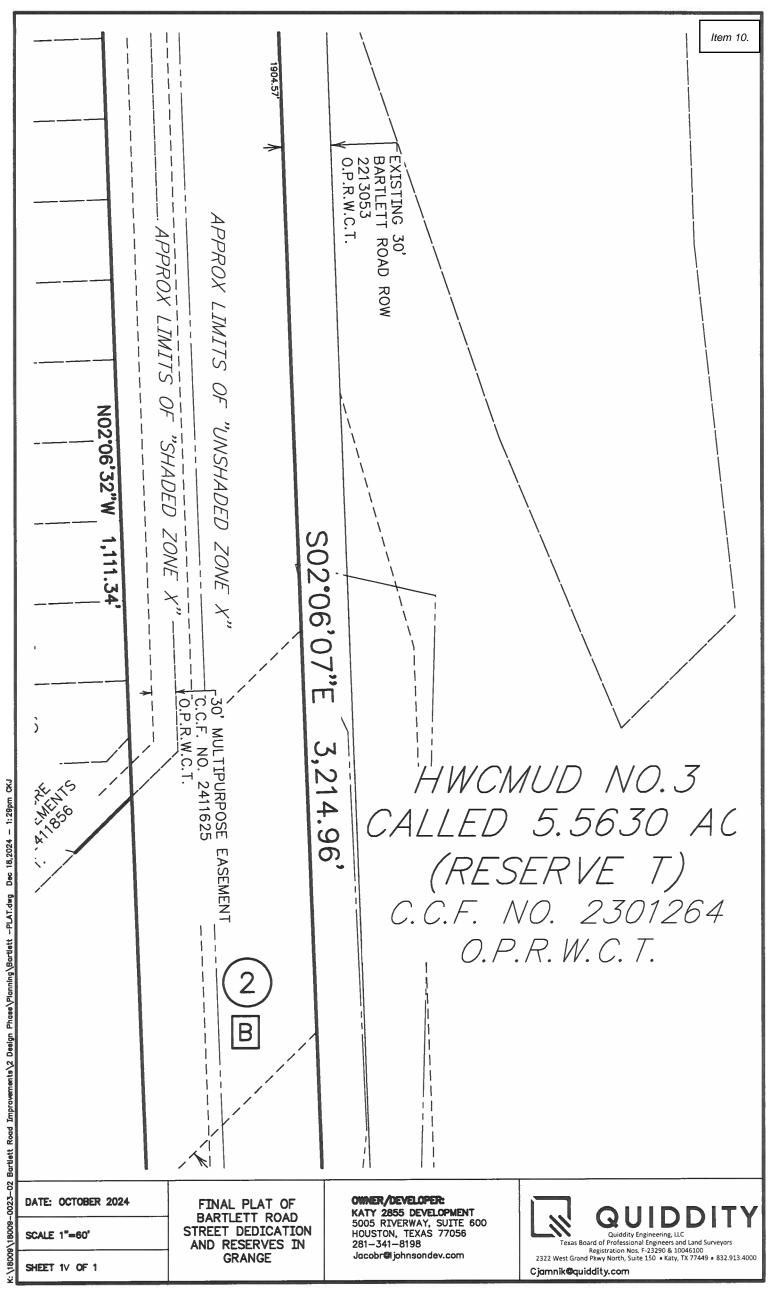


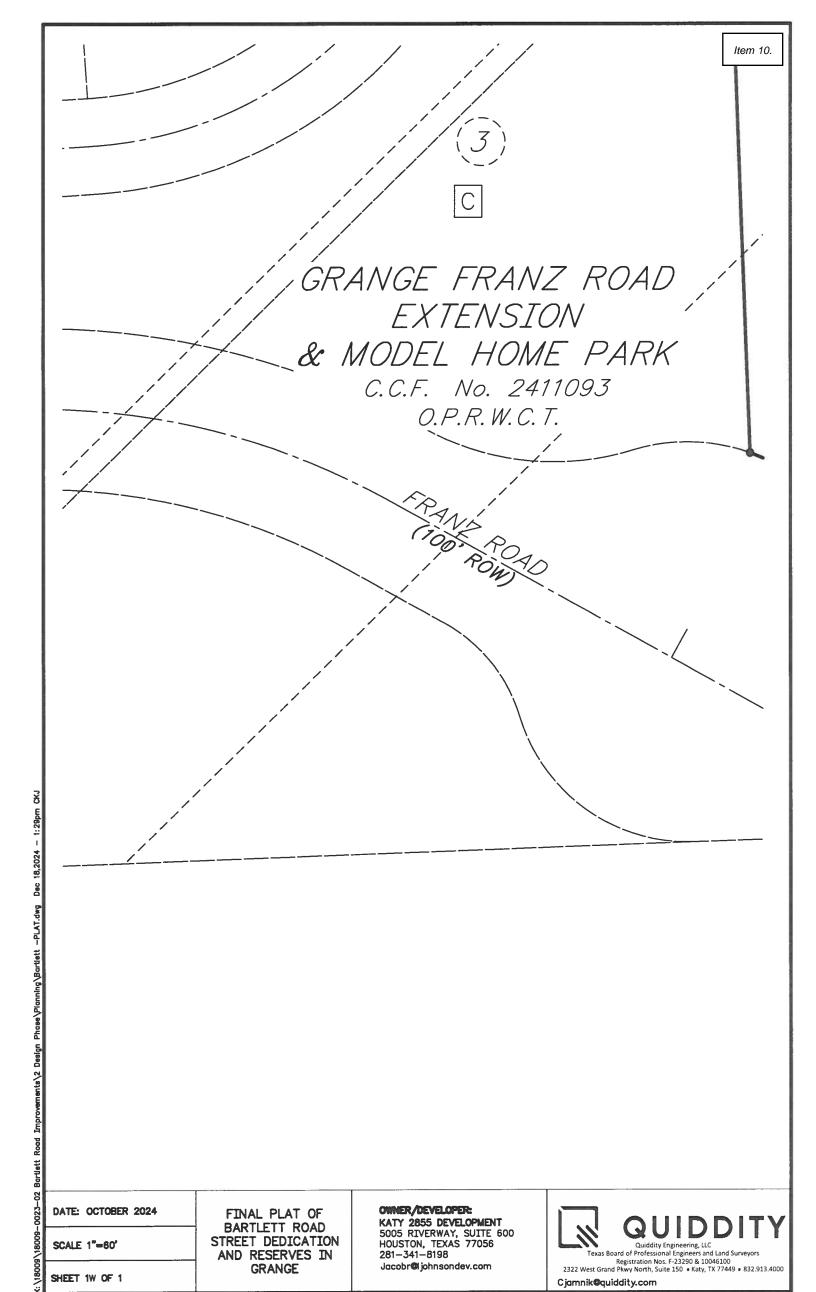












DATE: OCTOBER 2024

SCALE 1"=80'

SHEET 1W OF 1

FINAL PLAT OF BARTLETT ROAD STREET DEDICATION AND RESERVES IN **GRANGE** 

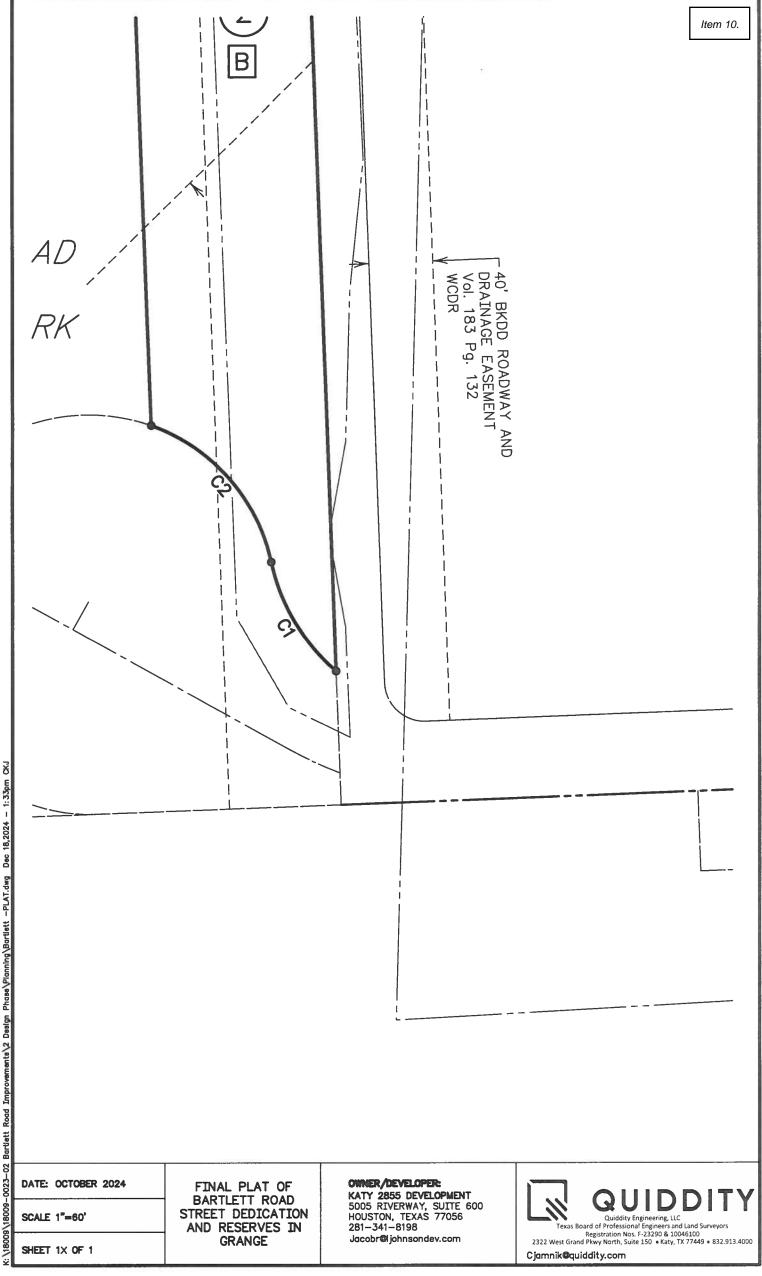
OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr**@** johnsondev.com



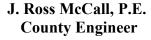
QUIDDITY

Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77449 • 832.913.4000

Cjamnik@quiddity.com



#### WALLER COUNTY





#### **MEMORANDUM**

**To:** Honorable Commissioners' Court

**Item:** Final Plat Approval-Grange Section 5

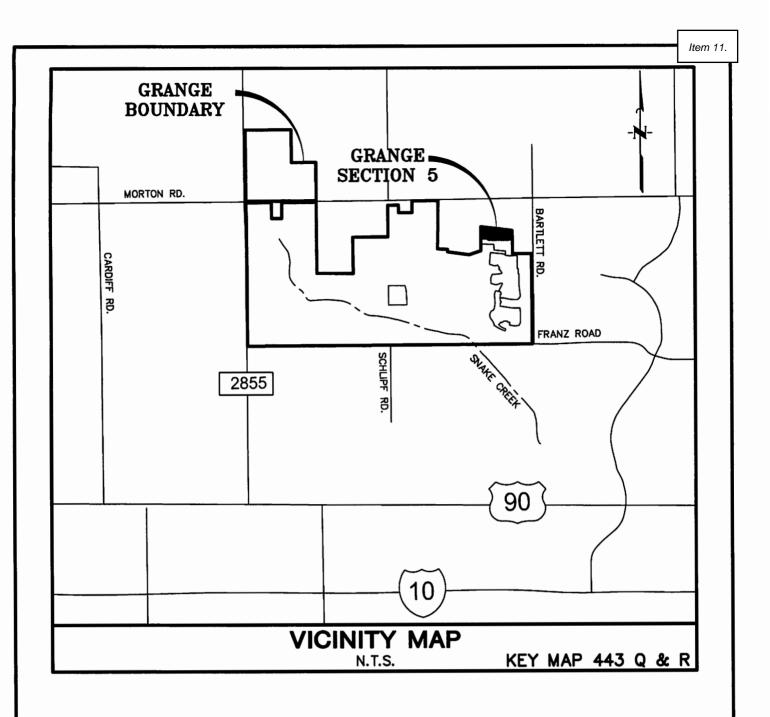
Date: February 5, 2025

#### **Background**

Final Plat of Grange Section 5 Subdivision which consists of 9.91 acres will include 33 Lots, 3 Blocks and 4 Reserve in Precinct 4.

#### **Staff Recommendation**

Approve Plat and accept Construction Bond



## FINAL PLAT OF GRANGE SECTION 5

A SUBDIVISION OF 9.91 ACRES OF LAND OUT OF THE

H. & T. C. RAILROAD COMPANY SURVEY SECTION 123, A-202 WALLER COUNTY, TEXAS

**33 LOTS** 

4 RESERVES

3 BLOCKS

OCTOBER 2024

BKDD PERMIT NO. 2024-130

SCALE NTS
SHEET 1A OF 1

FINAL PLAT OF GRANGE SECTION 5 CWNER/DEVELOPER:
KATY 2855 DEVELOPMENT LLC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@ljohnsondev.com



STATE OF TEXAS

8

COUNTY OF WALLER

A METES & BOUNDS description of a 9.91 acre tract of land in the H. & T. C. Rallroad Company Survey Section 123, Abstract 202, Waller County, Texas, being out of and a part of the residue of that certain called 482.21 acre tract recorded under County Clerk's File Number 2216140, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod with cap marked 'EHRA' found for a northeast corner of the residue of said called 482.21 acre tract, being a point in the west line of an adjoining called 4.9366 acre tract recorded in Volume 1434, Page 650, Official Records, Waller County, Texas, for the northeast corner and Place of Beginning of the herein described tract, said point being a southeast corner of the residue of a called 618 acre tract recorded in Volume 384, Page 846, Deed Records, Waller County, Texas;

Thence along the east line of the herein described tract, same being an interior line of the residue of said called 482.21 acre tract, the west and south lines of said adjoining called 4.9366 acre tract, and the west line of an adjoining called 10.00 acre tract recorded under County Clerk's File Number 1809163, Official Public Records, Waller County, Texas, with the following courses and distances:

South 01 degree 58 minutes 26 seconds East, 203.39 feet to a 5/8 inch Iron rod with cap marked 'EHRA'

North 88 degrees 00 minutes 41 seconds East, 12.83 feet to a 5/8 inch iron rod with cap marked EHRA

South 02 degrees 06 minutes 07 seconds East, 107.26 feet to the southeast corner of the herein described tract;

Thence establishing the south line of the herein described tract, crossing the residue of said called 482.21 acre tract, with the following courses and distances:

South 82 degrees 01 minute 58 seconds West, 209.89 feet;

North 07 degrees 58 minutes 02 seconds West, 9.96 feet;

South 82 degrees 01 minute 58 seconds West, 185.00 feet;

North 07 degrees 58 minutes 02 seconds West, 25.66 feet;

South 82 degrees 01 minute 58 seconds West, 125.00 feet;

North 07 degrees 58 minutes 02 seconds West, 29.94 feet;

South 82 degrees 01 minute 58 seconds West, 60.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 97 degrees 05 minutes 02 seconds, an arc length of 42.36 feet, a radius of 25.00 feet, and a chord bearing South 40 degrees 34 minutes 29 seconds West, 37.47 feet;

South 89 degrees 07 minutes 00 seconds West, 262.84 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 91 degrees 05 minutes 09 seconds, an arc length of 39.74 feet, a radius of 25.00 feet, and a chord bearing North 45 degrees 20 minutes 25 seconds West, 35.69 feet to the beginning of a compound curve to the right;

Thence with said compound curve to the right, having a central angle of 00 degrees 40 minutes 44 seconds, an arc length of 20.97 feet, a radius of 1,770.00 feet, and a chord bearing North 00 degrees 32 minutes 31 seconds East, 20.97 feet;

North 89 degrees 07 minutes 08 seconds West, 60.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 11 degrees 16 minutes 43 seconds, an arc length of 4.92 feet, a radius of 25.00 feet, and a chord bearing South 06 degrees 31 minutes 14 seconds West, 4.91 feet;

North 89 degrees 16 minutes 19 seconds West, 211.97 feet to the southwest corner of the herein described tract, being a point in an interior line of the residue of said called 482.21 acre tract, same being the east line of the residue of said adjoining 618 acre tract;

Thence North 02 degrees 04 minutes 53 seconds West along the west line of the herein described tract, same being an interior line of the residue of said called 482.21 acre tract, and the east line of the residue of said adjoining 618 acre tract, 417.56 feet to the northwest corner of the herein described tract, same being a northwest corner of the residue of said called 482.21 acre tract, being a reentry corner of the residue of said called 618 acre tract;

Thence South 84 degrees 52 minutes 14 seconds East along the north line of the herein described tract, same being a north line of the residue of said called 482.21 acre tract, and a south line of the residue of said called 618 acre tract, 755.08 feet;

Thence establishing an interior line of the herein described tract, crossing the residue of said called 482.21 acre tract with the following courses and distances:

South 05 degrees 07 minutes 46 seconds West, 200.00 feet to a point in a non-tangent curve to the right;

Thence with said non—tangent curve to the right, having a central angle of 36 degrees 51 minutes 42 seconds, an arc length of 16.08 feet, a radius of 25.00 feet, and a chord bearing South 76 degrees 41 minutes 55 seconds West, 15.81 feet to a point for corner;

South 84 degrees 52 minutes 14 seconds East, 110.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 36 degrees 52 minutes 35 seconds, an arc length of 16.09 feet, a radius of 25.00 feet, and a chord bearing North 66 degrees 26 minutes 20 seconds West, 15.81 feet;

North 05 degrees 07 minutes 46 seconds East, 200.00 feet to a reentry corner of the herein described tract, being a point in a north line of the residue of said called 482.21 acre tract, same being a south line of the residue of said called 618 acre tract;

Thence South 84 degrees 52 minutes 14 seconds East along the north line of the herein described tract, same being a north line of the residue of said called 482.21 acre tract, and a south line of the residue of said called 618 acre tract, 329.24 feet to the Place of Beginning and containing 9.91 acres of land, more or less.

DATE: OCTOBER 2024

SCALE NTS

SHEET 1B OF 1

Oct 31,2024

FINAL PLAT OF GRANGE SECTION 5 CONNER/DEVELOPER:
KATY 2855 DEVELOPMENT ILC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@ijohnsondev.com



Cjamnik@quiddity.com

# Section 5 Paying & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Grange

#### **GENERAL NOTES:**

- 1. One—foot reserve (1' Reserve) dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re—subdivided in a recorded plat, the one—foot reserve shall thereupon become vested in the public for street right—of—way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
- This subdivision is proposed for single—family residential, detention and other related uses.
- The radius on all block corners is 25 feet, unless otherwise noted.
- With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Stewart Title, File No. 24473032433, Dated October 22, 2024.

  All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown
- extend 7 feet on each side of a common lot line unless otherwise indicated.
- All coordinates shown are grid based on the Texas Coordinate System OF 1983, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 1.0001012489.

  All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon
- A minimum of ten (10) feet shall be provided between sides of residential dwellings.
- New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
- 10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non—utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
- 11. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
- 12. No structure in this subdivision shall be occupied until connected to a public sewer system.

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

  14. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473C0375E, Panel 375, Suffix "E" dated February 18, 2009, for Waller County, Texas and incorporated areas, and revised under LOMR Case No. 10—06—2439P, dated July 8, 2011. Unshaded Zone "X"; is defined as areas determined to be outside the 0.2% annual chance floodplain.
- 15. Right-of-way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any street widening easement for
- county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.

  16. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Katy 2855 Development LLC, a Texas Limited Liability Company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:

  (a) the water quality and connections to the lots meet, or will meet, the minimum state standards;
  - (a)the water quality and connections to the lots meet, or will meet, the minimum state standards; (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards:
  - (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
- All pipelines and pipeline easements within the platted area are shown hereon.
   Elevations shown hereon are based on GPS observations taken October 12, 2022, and processed using data from CORS stations TXCM, TXLM, TXLM, TXLV, TXSO and TXWH
   Tract is subject to Short Form Blanket Easement recorded under C.C.F. No. 2409377, O.P.R.W.C.T.
   Tract is subject to Development Agreement recorded under C.C.F. No. 2408500, O.P.R.W.C.T.

DATE: OCTOBER 2024

SCALE NTS

SHEET 1C OF 1

FINAL PLAT OF **GRANGE** SECTION 5

OWNER/DEVELOPER: KATY 2855 DEVELOPMENT LLC 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr**G**lichnsondev.com



LEGEND:

AC . . . . "Acres"

AE . . . . "Aerial Easement"

BL . . . . "Building Line"

C.C.F. . . . "County Clerk's File"

DE . . . . "Drainage Easement"

IRF . . . . "Found 5/8—inch Iron Rod with cap stamped "Quiddity Eng."

No . . . . "Number"

O.P.R.W.C.T. . "Official Public Records, Waller County, Texas"

ROW . . . "Right—of—Way"

STM SE . . "Storm Sewer Easement"

SSE . . . . "Square Feet"

UE . . . . "Square Feet"

UE . . . . "Utility Easement"

VOL. \_, PG. \_ . "Volume and Page"

WLE . . . "Waterline Easement"

WLE . . . . . . . "Waterline Easement"

• . . . . . . "Set 3/4—inch Iron Rod with cap stamped "QUIDDITY ENG. PROPERTY CORNER" as Per Certification"

① . . . . . . . . . "Block Number"

>>> . . . . . . "Street Name Break"

RESTRICTED RESERVE A
Restricted to Drainage &

Incidental Utility Purposes Only 0.52 AC 22,720 Sq. Ft.

RESTRICTED RESERVE B

Restricted to Open Space, Landscape, Incidental Utility Purposes Only 1.16 AC 50,656 Sq. Ft.

RESTRICTED RESERVE C

Restricted to Open Space, Landscape, Incidental Utility Purposes Only 0.50 AC 21,664 Sq. Ft.

RESTRICTED RESERVE D

Restricted to Drainage Purposes Only 0.40 AC 17,531 Sq. Ft.

RESERVE TOTAL

2.58 AC 112,571 Sq. Ft.

DATE: OCTOBER 2024

SCALE NTS

18009-0038-01 Grange Section 5 Parking & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Nov 18,2024 - 8:34am abruiz

SHEET 1D OF 1

FINAL PLAT OF **GRANGE** SECTION 5

OWNER/DEVELOPER: KATY 2855 DEVELOPMENT 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198

Jacobr**C**ljohnsondev.com



Cjamnik 0 quiddity.com

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LINE TABLE									
LINE	BEARING	DISTANCE							
L1	S05'07'46"W	200.00'							
L2	S84°52'14"E	110.00'							
L3	N05°07'46"E	200.00'							
L4	S01*58'26"E	203.39'							
L5	N88'00'41"E	12.83'							
L6	S02'06'07"E	107.26'							
L7	S82'01'58"W	209.89'							
L8	N07°58'02"W	9.96'							
L9	S82*01'58"W	185.00'							
L10	N07*58'02"W	25.66'							
L11	S82°01'58"W	125.00'							
L12	N07'58'02"W	29.94'							
L13	S82'01'58"W	60.00'							
L14	S89°07'00"W	262.84'							
L15	N89'07'08"W	60.00'							
L16	N8976'19"W	211.97'							
L17	N07'58'02"W	75.73'							
L18	N43'34'52"E	26.91'							

LINE TABLE									
LINE	BEARING	DISTANCE							
L19	S84°52'14"E	205.34'							
L20	S05°07'46"W	30.00'							
L21	N58'38'18"W	9.75							
L22	N07*58'02"W	66.66'							
L23	N84°52'14"W	237.16'							
L24	S22'08'12"E	31.25'							
L25	N32'23'43"E	31.25'							
L26	S84'52'14"E	416.92'							
L27	S84'52'14"E	337.34'							
L28	S01°58'26"E	207.28							
L29	N31°45'24"W	16.11'							
L30	N02°06'46"W	39.33'							
L31	N07*58'02"W	99.01'							
L32	N00°53'00"W	102.89'							
L33	N03'49'52"E	46.15'							
L34	N21°00'52"E	118.62'							
L35	N05'32'40"E	92.29'							

CURVE TABLE											
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT					
C1	25.00'	36'51'42"	16.08'	S76'41'55"W	15.81'	8.33'					
C2	25.00'	36'52'35"	16.09'	N66°26'20"W	15.81'	8.33'					
С3	25.00'	97°05'02"	42.36'	S40'34'29"W	37.47'	28.30'					
C4	25.00'	91°05'09"	39.74'	N45°20'25"W	35.69'	25.48'					
C5	1,770.00	0'40'44"	20.97'	N00'32'31"E	20.97	10.48'					
C6	25.00'	11'16'43"	4.92'	S06°31'14"W	4.91'	2.47'					
C7	55.00'	76'54'13"	73.82'	N46°25'08"W	68.40'	43.67'					
C8	55.00'	103°05'47"	98.97'	S43°34'52"W	86.14	69.26'					
C9	1,800.00	7'30'47"	236.03'	S04°38'16"W	235.86'	118.19'					
C10	25.00'	53'25'05"	23.31'	N20'44'37"W	22.47'	12.58'					
C11	70.00'	28973'41"	353.36'	N82°50'19"W	81.07'	49.72'					
C12	25.00'	55'53'07"	24.38'	S33°49'58"W	23.43'	13.26'					
C13	25.00'	37'51'49"	16.52'	N26°53'56"W	16.22'	8.57					
C14	70.00'	16079'38"	195.88'	S3479'58"W	137.94'	403.73'					
C15	25.00'	24'06'14"	10.52'	S77*33'20"E	10.44'	5.34'					
C16	25.00'	22'07'57"	9.66'	N84°03'47"E	9.60'	4.89'					
C17	70.00'	12170'06"	148.04'	N46°25'08"W	121.95'	124.15'					
C18	25.00'	22'07'57"	9.66'	S03°05'57"W	9.60'	4.89'					

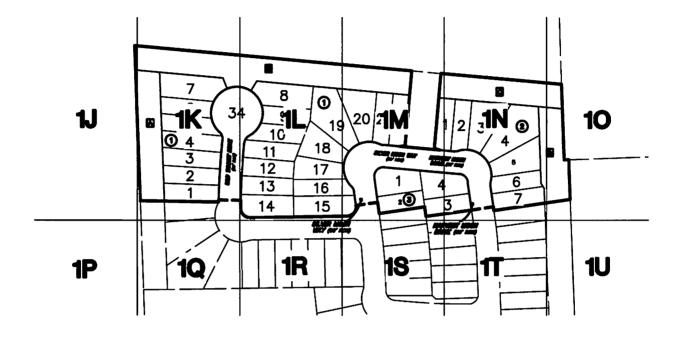
DATE: OCTOBER 2024

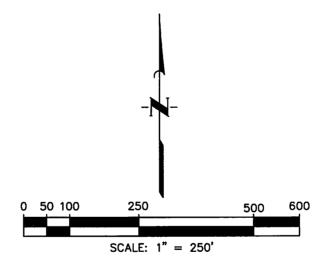
SCALE NTS

SHEET 1E OF 1

FINAL PLAT OF GRANGE SECTION 5 OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT LLC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77058
281-341-8198
Jacobr@ljohnsondev.com







DATE: OCTOBER 2024 SCALE 1"=80"

SHEET 1F OF 1

K:\18009\18009-0038-01 Grange Section 5 Parking & Platting\2 Design Phase\Planning\@range Sec 5-PLAT.dwg Nov 18,2024 - 8:35am abutz

FINAL PLAT OF GRANGE SECTION 5

OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT ILC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77055
281-341-8198
Jacobr 6 johnsondev.com

Quiddity Engineering, LLC d of Professional Engineers and Land Surveyors egistration Nos. F-23290 & 10046100 kway North, Suite 150 • Katy, TX 77449 • 832.913.4000

Cjamnik**O**quiddity.com

Grange Section 5 Powing & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Oct 31,2024 - 10:40am druiz

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

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

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

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



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

BROOKSHIRE-KATY DRAINAGE DISTRICT Permit No. 2024-130

APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

PRESIDENT

DISTRICT ENGINEER

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

DATE: OCTOBER 2024

SCALE NTS

SHEET 1G OF 1

FINAL PLAT OF GRANGE SECTION 5 OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT LLC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@ljohnsondev.com



STATE OF TEXAS

COUNTY OF WALLER

We, Katy 2855 Development LLC, a Texas Limited Liability Company acting by and through Jacob W. Rice, Vice President, owner of the 9.91 acre tract subdivided, in this plat of Grange Section 5, 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 or drainage easements to conform to the grades, and bind ourselves, out heirs successors and assigns to warrant and defend the title to the land so dedicated.

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

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

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Grange Section 5 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

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

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

  There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Katy 2855 Development LLC, a Texas Limited Liability Company, has caused these presents to be signed by Jacob W. Rice, Vice President, thereunto authorize, this 15th day of 1000 most, 2024

Katy 2855 Development LLC a Texas Limited Liability Company

Jacob

Jacob W. Rice

STATE OF TEXAS COUNTY OF HOLYYLS

Oct 31,2024

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of 1000000 2034

Dilic in and for the State of Texas

rang M. Nevels

My commission expires: Q-20-2027

DIANA M. NEVELS My Notary ID # 11664512 Expires September 20, 2027

DATE: OCTOBER 2024

SCALE NTS

Garage

SHEET 1H OF 1

FINAL PLAT OF **GRANGE** SEC 5

OWNER/DEVELOPER:

KATY 2855 DEVELOPMENT LLC 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198

Jacobr**O**ljohnsondev.com



Cjannik @ quiddity.com

I, J. Ross McCall, ( and regulations of Waller	County Engineer of Waller Cou County.	nty, Certify that the Plat of this sub	division complies with all existing rules			
No construction or other met.	development within this subd	division may begin until all Waller Cou	nty permit requirements have been			
Date		J. Ross McCall County Engineer				
	\$					
STATE OF TEXAS	5 §					
COUNTY OF WALLER	3					
I, Debbie Hollan, Co certificate of authenticat File No. the day and date last al	ion was filed for recordation of the Plat Records	County, Texas do hereby certify that in my office on of said County. Witness my hand an	the foregoing instrument with its , 20, at o'clockM in d seal of office, at Hempstead, Texas,			
	Debbie Hollan					
	Waller County, Tex	<b>os</b>				
	Ву:					
	Deputy					
CERTIFICATE OF COMMISS	IONERS COURT					
APPROVED by the Comm	issioners' Court of Waller Cou	nty, Texas, this day of	. 20			
Carbett "Trey" J. Duhon III						
County Judge						
John A. Amsler Commissioner, Precinct 1		Walter E. Smith, P Commissioner, Pre	E., RPLS cinct 2			
Kendric D. Jones		Justin Becken	orff			
Commissioner, Precinct 3		Commissioner,				
NOTE: Acceptance of the	a above plat by the Commissi	oners Court does not signify Waller (	county acceptance of the dedicated			
roads for integration into	the County Road System. To and Development Regulations	ne developer is required to comply wi	th Sections 5 and 6 of the current			
•	•					
DATE: OCTOBER 2024	FINAL PLAT OF	OWNER/DEVELOPER: KATY 2855 DEVELOPMENT LLC	QUIDDITY			
SCALE NTS	GRANGE SECTION 5	5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198	Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors			
SHEET 11 OF 1	02011011	Jacobr <b>G</b> ljohnsondev.com	Registration Nos. F-23290 & 10046100 2322 W. Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 Cigmnik@quiddlty.com			
			******			

N: 13, E: 2,9

## F. GLENN BECKENDORFF PART OF RESIDUE CALLED 618 VOL. 384, PG. 846 D.R.W.C.T.

N: 1 E: 2

DATE: OCTOBER 2024

SCALE 1"=80'

K: \18069\18009-0038-01 Grange Section 5 Powing & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Nov 18,2024 - 9.36am drutz

SHEET 1J OF 1

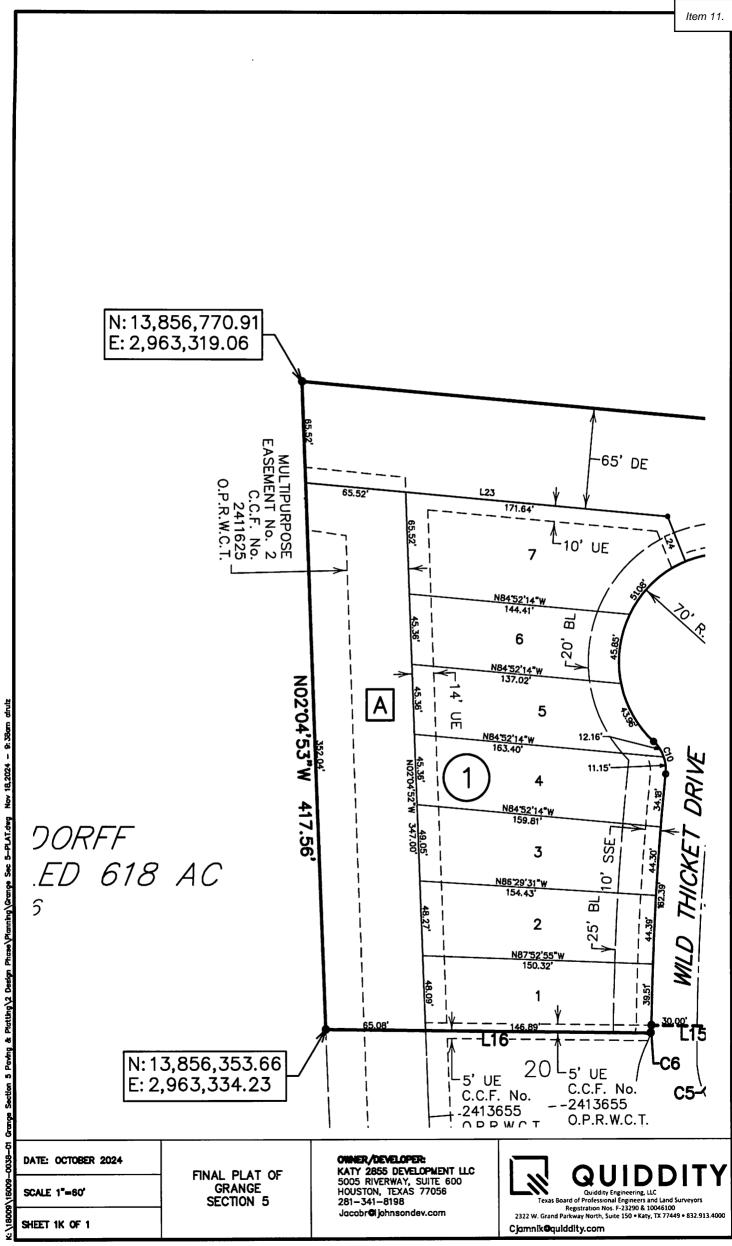
FINAL PLAT OF GRANGE SECTION 5 CWNER/DEVELOPER:
KATY 2855 DEVELOPMENT ILC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@ljohnsondev.com

QUIDDDITY

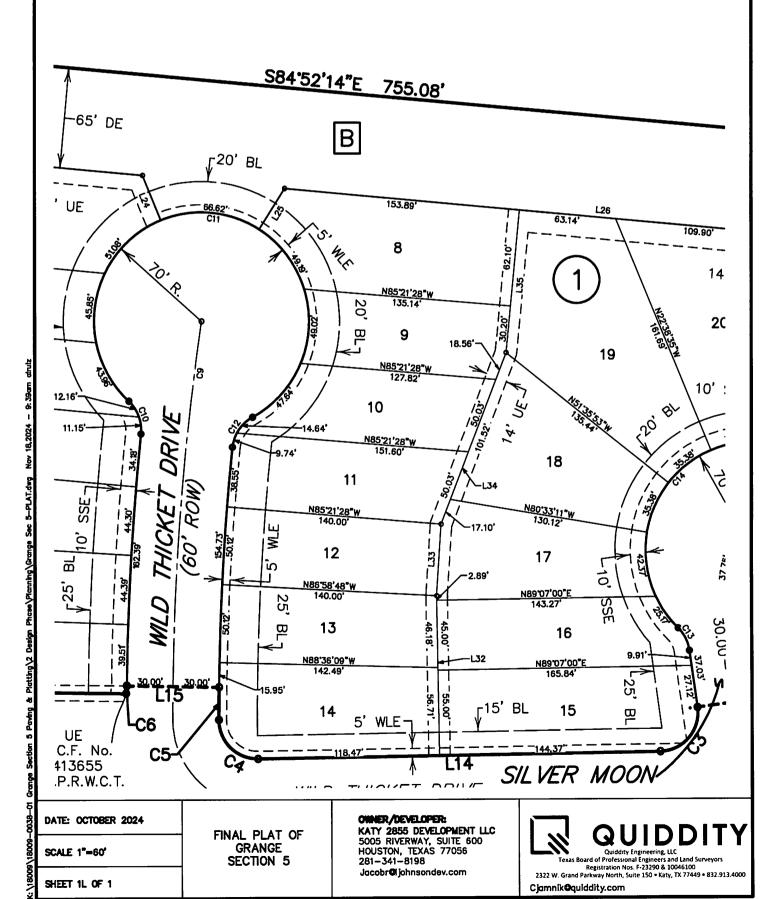
Quiddity Engineering, LLC

Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100

Cjamnik@quiddity.com



F. GLENN BE. PART OF RESIDUE VOL. 384, D.R.W.

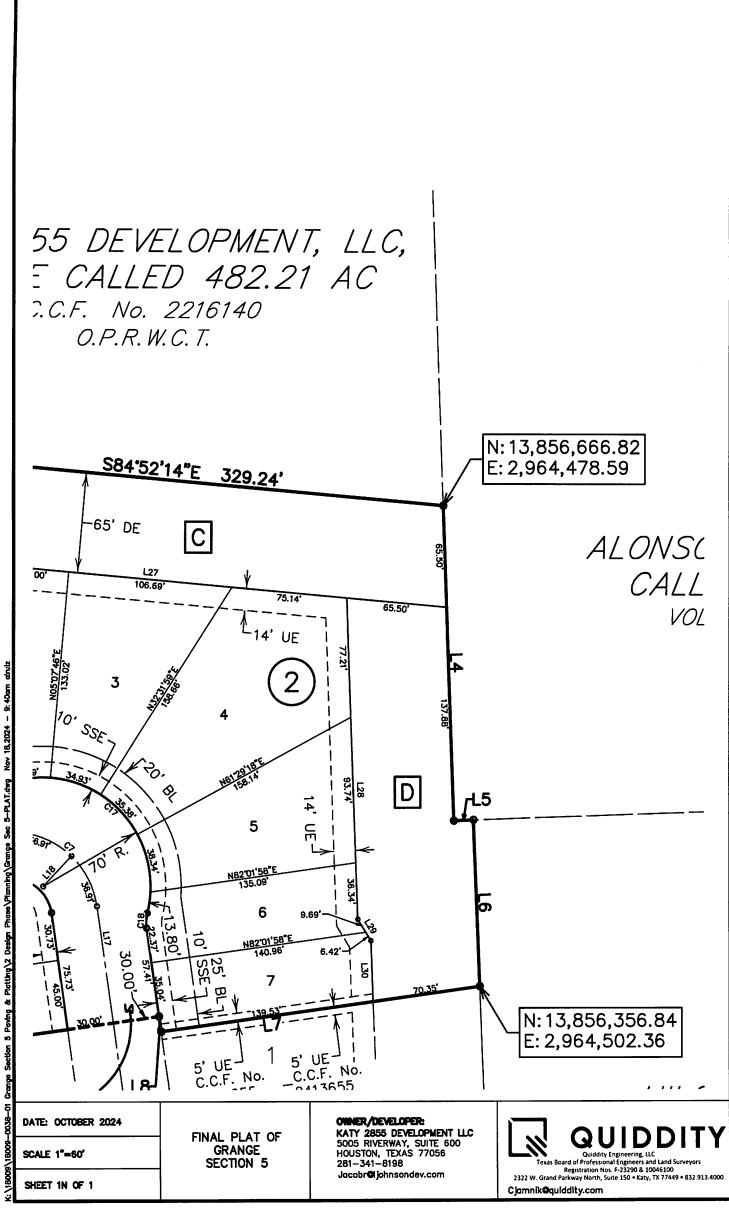


Jacobr**©**ijohnsondev.com

SHEET 1L OF 1

Cjamnik@ quiddity.com

ENN BECKENDORFF RESIDUE CALLED 618 AC VOL. 384, PG. 846 D.R.W.C.T. KATY 2855 DEVE RESIDUE CALLE C.C.F. No. 0.P.R. W S84°52 14' UE C.C.F. No. 65' DE O.P.R.W.C.T. 45.00 45.00 14' UE 1 45.00 L27 园 108.60 图 ġ 20 21 22 19 Grange Section 5 Powing & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Nov 18,2024 - 9:39am druiz 2 3 10' SSE C27 r25' BL 10° SSE 1' RESERVE √25' BL (SEE NOTE 1) SILVER MOON 113.98 HARVEST MOON WAY (60' ROW) DRIVE (60' ROW) 205.34 15' BL 4 N82'01'58 125.00 2 밀두 10 100N DATE: OCTOBER 2024 ER/DEVELOPER: KATY 2855 DEVELOPMENT LLC 5005 RIVERWAY, SUITE 600 HOUSTON, TEXAS 77056 281-341-8198 Jacobr@ljohnsondev.com QUIDDITY FINAL PLAT OF GRANGE SECTION 5 SCALE 1"=60" SHEET 1M OF 1 Cjannik 0 quiddity.com



666.82 78.59

> ALONSO MARINO, ET UX CALLED 4.9366 AC VOL. 1434, PG. 650 O.P.R.W.C.T.

356,356.84 34,502.36

DATE: OCTOBER 2024

SCALE 1"=60"

SHEET 10 OF 1

18009-0038-01 Gange Section 5 Powing & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Nov 18,2024 - 8:41am daviz

FINAL PLAT OF GRANGE SECTION 5

OWNER/DEVELOPER:

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

QUIDDITY

Quiddity Engineering, LLC
d of Professional Engineers and Land Surveyors

Cjamnik@quiddity.com

N: 1 E: 2

DATE: OCTOBER 2024

SCALE 1"=80" SHEET 1P OF 1

K: \18008\18009-0038-01 Grange Section 5 Powing & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dng Nov 18,2024 - 9: 41cm drutz

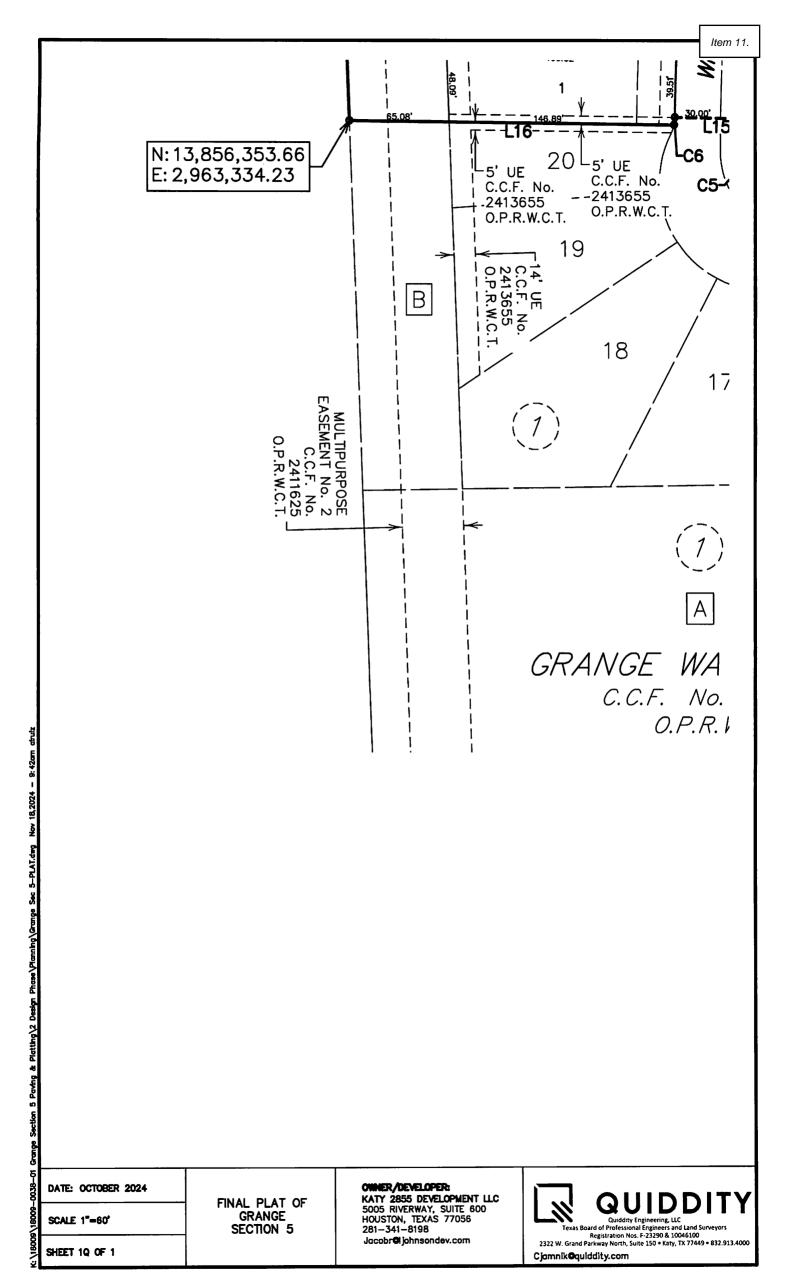
FINAL PLAT OF GRANGE SECTION 5 OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT ILC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@ljohnsondev.com

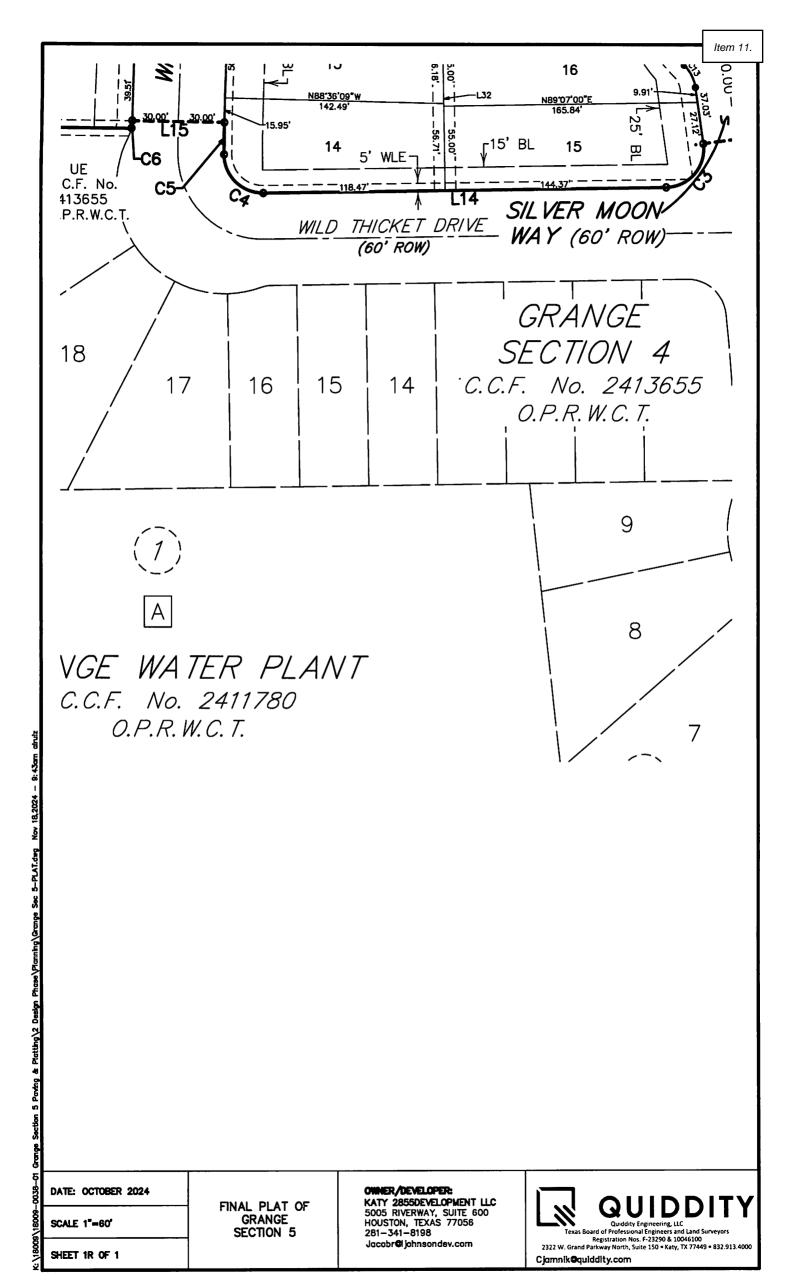
Quidity Engineering, LLC

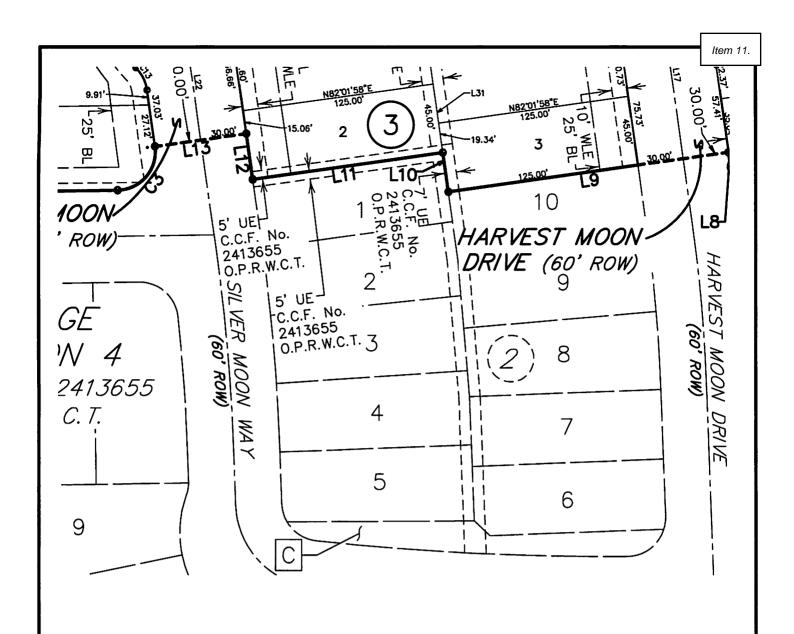
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100

2322 W. Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000

Cjamnik**O**quiddity.com







DATE: OCTOBER 2024
FINA
SCALE 1"=80"

SHEET 1S OF 1

18009-0038-01 Grange Section 5 Powing & Platting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Nov 18,2024 - 8:43cm abruiz

FINAL PLAT OF GRANGE SECTION 5 OWNER/DEVELOPER:
KATY 2855 DEVELOPMENT ILC
5005 RIVERWAY, SUITE 600
HOUSTON, TEXAS 77056
281-341-8198
Jacobr@ljohnsondev.com

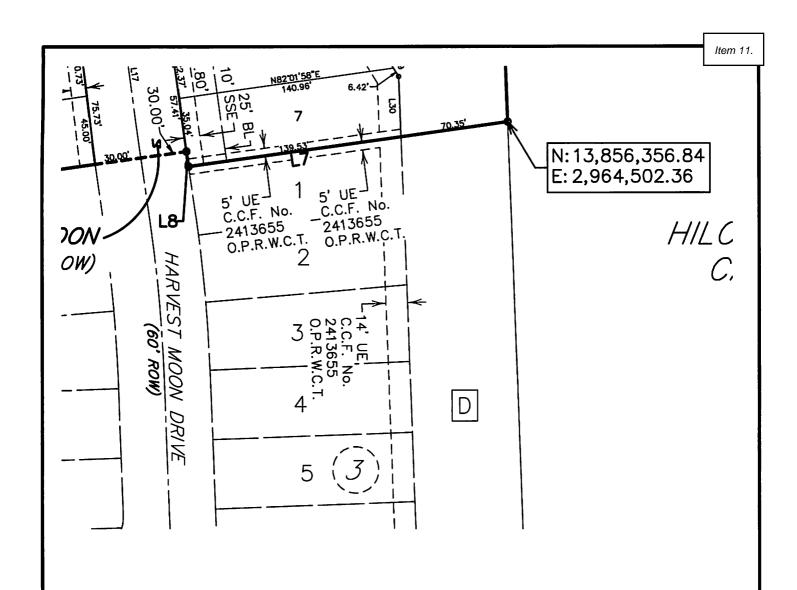
QUIDDDITY

Quiddity Engineering, LLC

Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100

2322 W. Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000

Cjamnik Oquiddity.com



DATE: OCTOBER 2024

SCALE 1"=80"

SHEET 1T OF 1

FINAL PLAT OF GRANGE SECTION 5

(18009-0038-01 Grange Section 5 Powing & Pictting\2 Design Phase\Planning\Grange Sec 5-PLAT.dwg Nov 18,2024 - 9:44am abrutz

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

QUIDDDITY

Quiddity Engineering, LLC

Texas Board of Professional Engineers and Land Surveyors
Registration No.F-23290 & 10046100

2322 W. Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000

Cjamnik@quiddity.com

356,356.84 34,502.36

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

DATE: OCTOBER 2024

SCALE 1"=60"

k: \18009\18009-0038-01 Granps Section 5 Powing & Platting\2 Design Phase\Planning\Granps Sec 5-PLA1.dwg Nov 18,2024 - 9:45cm chuiz

SHEET 1U OF 1

FINAL PLAT OF GRANGE SECTION 5

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



Cjamnik@quiddity.com

#### WALLER COUNTY ENGINEER'S OFFICE

STATE OF TEATH

J. Ross McCall, P.E. County Engineer

January 13, 2025

Steven Boyd, PE LJA Engineering, Inc. 1904 W. Grand Parkway North, Suite 100 Katy, Texas 77449 713-9653-5200

Re: Twinwood Business Park Phase 4 - Waller County Maintained Road Substantial Completion Letter

To Whom It May Concern,

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

On November 17, 2024, Mr. Robert J.P. Goodspeed from Waller County Engineering Department concluded all punch list items were completed.

The County will consider the maintenance period to start on November 24, 2024. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of November 24, 2025, to schedule the Final Inspection.

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

Sincerely,

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

Item 12.

Twinwood Business Park Phase 4 Street Dedication											
Road Name	Road Name   Precinct   Length   Right-of-Way   Pavement   Subdivision   Plat Recordation										
100000000000000000000000000000000000000		Feet	Miles	Width	Type	Width		Date	Instrument No.	See Andrews	
Discovery Hills Parkway	4	3189.32	0.6	100'	7" Conc	50	Twinwood Business Park Phase 4 Street Dedication	2/10/2022	2201674	\$ 1,528,960.69	
		3189.32	0.6							\$ 1,528,960.69	

### NOTICE OF RECEIPT OF APPLICATION BY COMMISSIONERS' COURT TO AMEND THE MAJOR THOROUGHFARE PLAN/MAP FILED FOR RECORD WITH THE COUNTY ENGINEER'S OFFICE

APPLICATION: Maple Development Group, are requesting to be allowed to amend The Major Thoroughfare Plan/Map as noted in the application (9281). The amendment will Delete the proposed alignment of Liendo Parkway between FM 1736 and Joe Loggins Road south of FM 1488. Realign Liendo Parkway north of Joe Loggins Road to follow property lines, minimizing impact on individual properties south of FM 1488, then curve northwest to cross FM 1488 and connect to Laneview Road at Kelley Road. From FM 1736, create a new collector or thoroughfare following AJ's Way, an existing public street, instead of cutting through multiple properties, with the thoroughfare terminating at Pope Road. Lastly, terminate Pope Road at Laneview Road rather than extending it east across Gladish Creek into Skymac Ranch.

**PUBLIC HEARING:** A public hearing will be held during the regular session of Commissioners' Court on *March 5<sup>th</sup>*, 2025 at the Waller County Joe Kuciemba Annex, 425 FM 1488 Hempstead, Texas 77445.

Item 13.



OFFICE USE ONLY Payment: Cash \_\_

#### **Waller County Road & Bridge Department**

**775 Bus 290 E – Hempstead TX 77445** 979-826-7670 www.co.waller.tx.us

\$1,000.00 Fee

#### **APPLICATION - MAJOR THOROUGHFARE PLAN/MAP AMENDMENT**

This form is used to request an amendment to Waller County Majo applicable to the specific site and conditions for which the amendment Thoroughfare Plan/Map.							
The applicant must clearly demonstrate that the amendment reque The applicant must also clearly demonstrate that the amendment i	· · ·						
Instructions: Complete all fields below. Additional sheets may be	attached, however, a summary of your responses must be included						
in the spaces provided below. Simply stating "see attached" is con	sidered insufficient information.						
PROPERTY OWNER INFORMATION	APPLICANT INFORMATION						
Name: Maple Development Group	Name: Ripley Woodard						
Mailing Address: 1333 W Loop S, Suite 910	Mailing Address: 24285 Katy Freeway Suite 525						
City, State, Zip: Houston, TX 77027	City, State, Zip: Katy, TX 77494						
Email: russ@mapledevelopmentgroup.com	Email: rwoodard@meta-pd.com						
Phone: 832-804-9680	Phone: 281-204-8968						
FM 1488, TX	9281 4.61						
Address of Property	Property ID # Acreage						
PLEASE PROVIDE THE FOLLOWING:							
☑ Major Thoroghfare Plan/Map showing existing and prope	osed changes.						
Map showing existing and proposed changes, with shape	efiles.						
AMENDMENT REQUES	T OVERVIEW & JUSTIFICATION						
Note the specific route(s) to which this amendment is being reque	sted. Describe why the County's Major Thoroughfare Plan/						
Map can't be met and what the proposed deviation will achieve. (A	Attached additional sheets if more room is needed.)						
Realignment of FM	1488 and Liendo Pkwy.						
OWNER/APPLICANT CERITIF	ICATION & ACKNOWLEDGEMENT						
The owner and applicant declare under the penalty of perjury, and							
any false misleading information contained herein is grounds for v	l, and accurate. The owner and applicant also hereby acknowledge						
· · · · · · · · · · · · · · · · · · ·	y Woodard						
	ure Owner/Applicant Date						
OFFICE	E USE ONLY						
	NOTES						
Approved Denied							
Waller County Commissioner Prct 1 2 3 4 Dat	<u>e                                     </u>						
Waller County Judge Date	е						

Check



January 23, 2025

Commissioner Amsler Waller County Commissioner, Precinct 1 425 FM 1488 Hempstead, TX 77445

Re: 2025 MTFP Amendment Requests – Sagebrush

Dear Commissioner Amsler,

We, META Planning + Design, respectfully submit this justification letter, application, and coordinating exhibits to request a Major Thoroughfare and Freeway Plan Amendment within Waller County on behalf of our clients, Maple Development, LLC.

The subject tract, known as Sagebrush, is located in Waller County Precinct 1. It lies north of FM 1488 and east of Laneview Road, and is bordered by Skymac Ranch Road to the north. Sagebrush is situated just north of the City of Prairie View's ETJ (which terminates south of the property) and west of the City of Houston's ETJ (which terminates to the east) but is not subject to either jurisdiction. This 455-acre tract is planned for a proposed residential development.

In the process of planning for development of the subject site, we have identified several thoroughfare segments surrounding the tract that do not promote the best possible connectivity for the region or that introduce significant harm to existing neighborhoods. Therefore, in the interest of both existing and future residents of the area, we request your consideration for the below amendments to the County's thoroughfare plan.

#### FM 1488

FM 1488 is an existing East-West major thoroughfare on the County's thoroughfare plan and a TXDOT roadway. The roadway currently intersects US 290 and traverses to the northeast and southwest across the County.

The County's current proposed alignment of FM 1488 cuts across the southern portion of the Sagebrush tract. However, this alignment does not correspond with the City of Houston's Thoroughfare Map or TXDOT's proposed maps. To address this inconsistency, we propose aligning the County's route with TXDOT's proposed alignment. TXDOT has developed some preliminary designs for expansion and improvement of FM 1488 which include adjustments to the alignment and right-of-way width. Aligning with the current TXDOT plans will avoid needless dedication of right-of-way where TXDOT will not utilize it, including for surrounding landowners who are also affected by the discrepancy. Consistency in planning is beneficial to advancing TXDOT's future roadway projects and is also important for predictability of future development patterns.

#### Liendo Parkway

Liendo Parkway is another designated Major Thoroughfare under consideration. This roadway currently intersects US 290 several miles south of the subject tract and stops at Wyatt Chapel Road. It is projected to extend from that point north through other agricultural and undeveloped tracts, across FM 1488, through the



subject site, and then further north to FM 1736. We are requesting modifications to the current proposed alignment, including deletions and realignments that affect portions of other nearby roadways.

The existing alignment of Liendo Parkway:

- 1. Cuts through multiple tracts, including the adjacent gated community Skymac Ranch and the Nine Bar East/AJ's Way community further north, creating significant disruptions to existing residents.
- 2. Closely parallels and then crosses another north-south thoroughfare, Laneview Drive, which is redundant and does not support or contribute to regional circulation within the thoroughfare network.
- 3. Intersects Laneview Road at an acute angle, which is unsafe and contrary to sound public policy.

These constraints make the current alignment of Liendo Parkway difficult to execute. A thoroughfare plan that is not practical to construct is unlikely to ever be fully implemented and is therefore not going to contribute to regional circulation or be of any practical benefit to the County. The currently mapped route creates more disruptions than it solves.

We propose the following changes to the thoroughfare plan for Liendo Parkway and the surrounding network:

- Delete the currently proposed alignment of Liendo Parkway between FM 1736 to the north and local street Joe Loggins Road south of FM 1488.
- Realign Liendo Parkway north of Joe Loggins Road to hug the edges of property lines, thereby minimizing impact to multiple individual properties south of FM 1488, and then curve northwest to cross FM 1488 and connect to Laneview Road at the future proposed intersection with Kelley Road.
- From FM 1736, create a new collector or major thoroughfare at the previous Liendo Parkway connection point, but follow the existing local street AJ's Way, which already functions as a public street, instead of cutting through the middle of several individual's properties along AJ's Way as the current plan proposes. The new collector or thoroughfare along AJ's Way can terminate at Pope Road.
- Terminate Pope Road at Laneview Road instead of continuing it east of Laneview Road to cross Gladish Creek and enter into Skymac Ranch.

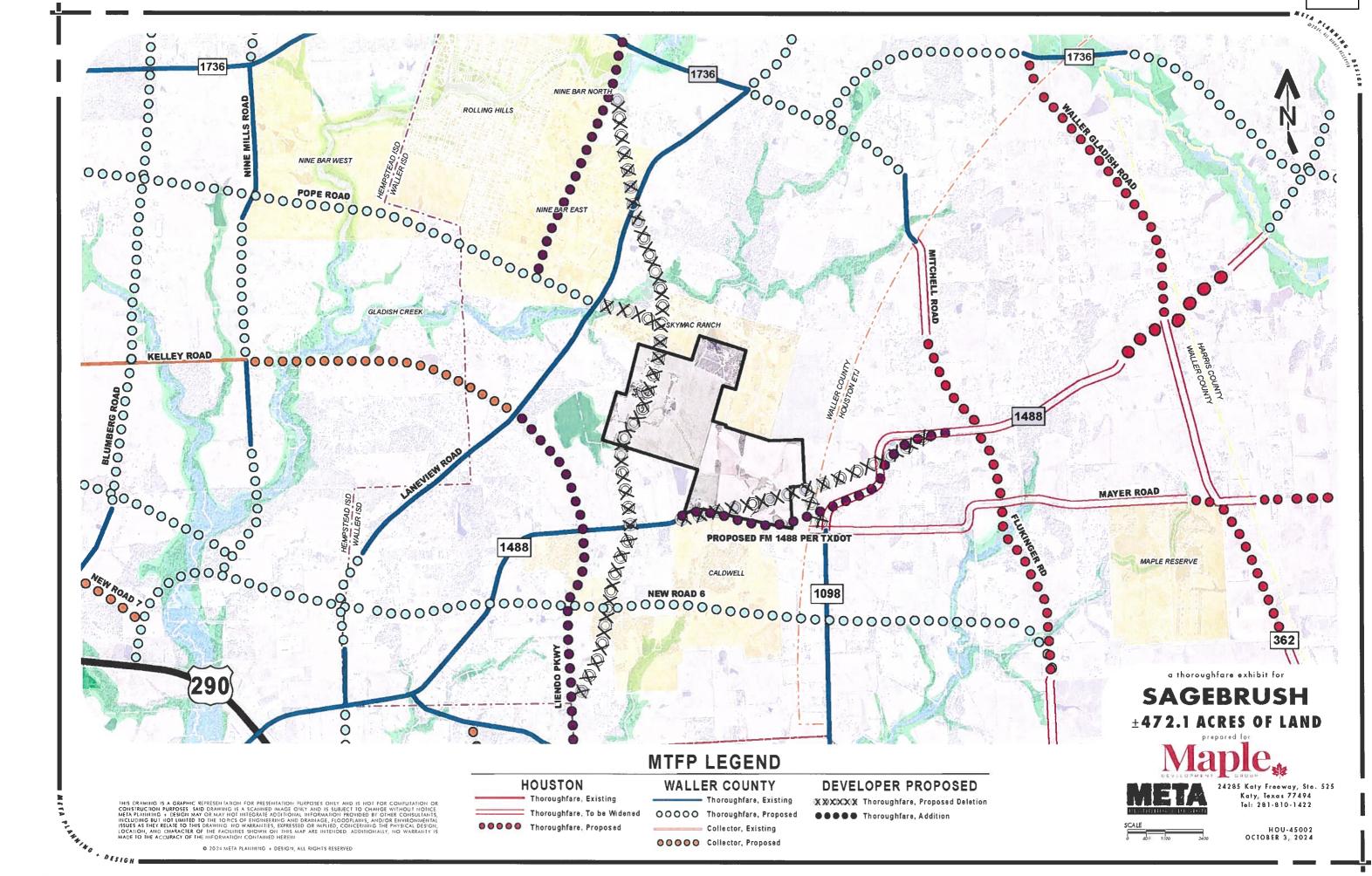
The proposed changes will maintain connectivity east and west of Laneview Road, minimize impacts to multiple existing neighborhoods, reduce the number of creek crossings (and thus the number of bridges that the County must maintain), remove proposed thoroughfares that are unlikely to ever be built, realign corridors to follow routes that are attainable, and create a more grid-like approach to regional transportation planning by eliminating parallel corridors in close proximity to one another and closing gaps in the thoroughfare network.

We appreciate your consideration of this request and welcome the opportunity to provide additional details or address any questions you may have.

Thank you for your time and attention to this matter.

Sincerely,

Ripley Woodard IV - Assistant Planner



Changes 2/5/2025

	ALL OTHER DEPARTMENTS VEHICLE INVENTORY											Orlanges	2/0/2020	
ID#	YEAR	MAKE	DESCRIPTION	VEHICLE ID #		TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE- HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
363	2024	GMC	Sierra 1500 SLT 4x2CrewCab SWB	1GTPHDED5RZ278699	\$	53,393	04/09/24	Х	Х		Х	05/01/24	County Judge	Х
365	2023	RAM	1500 Pickup	1C6RREGG8PN585525	\$	42,344	04/10/23	Х	Х		Χ	04/19/23	Director of Policy	Х
County	Judge						Total Number	of Vehicle	s:	2	2			
434	2024	Chev	Silverado Trail Boss Crew Cab	3GCUDCED0RG331351	\$	58,790	07/25/24	Х	Х	Х	Х	08/21/24	County Commissioner	Х
Precinc	t 4, Com	missioner					Total Number	of Vehicle	s:	1	1			
-														
180	2016	Chev	Trax	3GNCJKSB6GL189486	\$	19,340	04/19/16	Х	Х		Х	05/01/24	Investigator	Х
185	2017	Chev	Tahoe	1GNSCAKC8HR124920	\$	39,736	10/27/16	Х	Х	Х	Х	05/01/24	Investigator	Х
186	2017	Chev	Traverse	1GNKRFED4HJ173949	\$	26,615	10/27/16	Х	Х		Х	05/01/24	ADA	X
230	2008	Cadillac	CTS	1G6DR57V280161521			05/17/18	Х			Х	05/01/24		Х
235	2014	Ford	F150	1FTMF1CM1EKE19233	\$	18,698	07/30/18	Х	Х		Х	05/01/24	Comm Service Supervisor	Х
271	2020	Chev	Trax	3GNCJKSB1LL238992	\$	26,384	02/18/20	Х	Х	Х	Х	05/01/24	ADA	Х
411	2023	Ford	Explorer	1FM5K8AB0PGC18032			08/16/24	Х	Х	Х	Х	10/02/24	Investigator	X
District	Attorney	у					Total Number	of Vehicle	s:	6	6			
34	2008	Ford	Expedition XLT	1FMFU15558LA63593	\$	23,965	04/14/08	Х		Х				
188	2017	Chev	Colorado	1GCGTBEN3H1143827	\$	29,268	12/05/16	Х	Х					
213	2018	Chev	Colorado	1GCGTBEN9J1118002	\$	29,972	09/21/17	Х	Х		Х	05/01/24	Designated Rep	Х
273	2020	Ford	F150	1FTEW1EPXLKD52057	\$	30,108	03/09/20	Х	Х	Х				
346	2022	Texas Bragg	Utility Trailer	17XFL1426N1110361	\$	3,189	09/12/22	Х	Х					
Environ	mental						Total Number	of Vehicle	s:	5	1			
197	2014	Chev	Silverado	3GCPCREH6EG191967	\$	32,218	01/27/17	Х	Х	Х				
249	2019	Ford	F150	1FTEW1E53KKC90403	\$	39,907	04/11/19	Х	Х	Х	Χ	05/01/24	Fire Marshal	Х
283	2004	Featherlite	4926 Car Trailer	4FG-A4202-7-4C069398	\$	5,000	05/07/20	Х						
302	2021	Ford	F150	1FTFW1E56MFA33915	\$	42,881	03/05/21	Х	Х	Х	Х	05/01/24	Fire Investigator	Х
320	2021	Cargo Mate	EHW Utility Trailer	5NHUEH216MY085082	\$	3,000	11/03/21	Х	Х					
344	2022	Ford	F250	1FT7W2B6XNEE81007	\$	57,770	08/15/22	Х	Х	Х	Х	05/01/24	Fire Investigator	X
368	2022	Salv	Utility Trailer	7GG1E2025NW021770	\$	15,000	06/07/23	Х	Х					
389	2024	Ford	F-250	1FT7W2BN4REC43666	\$	68,805	01/03/24	Х	Х	Х				
392	2024	Chev	Tahoe	1GNSCLED7RR171213	\$	86,473	03/25/24	Х	Х		Х	05/01/24	Fire Investigator	Х
435	2025	Coastline	18X8 Tandem Axle Airboat Trailer	555C1BM25SS000224	\$	6,680	11/06/24	Х	Х					
436	2025	Neoteric	Single Axle Fly On/Off Tilt Trailer	1N9BB1817RT204294	\$	15,713	12/02/24	Х	Х		_			
Fire Ma	rshal						Total Number	of Vehicle	es:	11	4		<u> </u>	
326	2021	Chev	Tahoe	1GNSCLED3MR446374	\$	44,362	01/11/22	х	х	х			1	
343	2021	Chev	Equinox	3GNAXHEVXNS217713	\$	27,040	08/01/22	X	X	X				
	Probati		-чанол	OCH WILL WANGE 177 13	Ψ	21,040	Total Number			2	0			
34701111	Jouli	1					. Juli Hullingel		~.	. ~	,			

#### ALL OTHER DEPARTMENTS VEHICLE INVENTORY

			_	ALL OTHER	DEPAR	KIMENIS	VEHICLE INVE	INTORT	T		1			
ID#	YEAR	MAKE	DESCRIPTION	VEHICLE ID #		OTAL ALUE	EFF DATE	AL	APD	EQUIP	TAKE- HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
9	2002	Ameritrail	Trailer	17YBP12132B025296	\$	100	12/10/03	х	I					
					<u> </u>	27,930	04/09/15	X	х					
76		Chev	Silverado 2500	1GC2DUEG9FZ525866	\$				Α					
77	2003	Chev	C1500 PU	1GCEC14V33Z220452	+	100	12/30/02	X						
82		Chev	2WD Ext Cab	1GCEC29029Z198455	\$	23,101	03/10/09	X	X					
153		C-5	Car Hauler Trailer	4C9BU1622AE102618	\$	4,000	09/17/10	X	X					
240		Ford	F150 XLT	1FTEW1CP8FKD54929	\$	24,995	01/14/19	X	X					
262		Ford	F350	1FD8W3GT5KED95247	\$	48,571	04/29/19	X	X					
284	2020	Ford	F350	1FD8W3GT0LED78373	\$	51,290	08/21/20	X	X					
318	2010	International	MaxxForce Bucket Truck	1HTMMAAL5AH261957	\$	45,000	09/02/21	X	X					
356		BCI	Trailer	4B9B1UD21MS075069	\$	3,500	09/13/22	Х	Х					
357		Chev	3/4 ton P/U	1GCHC29UX5E326698			10/06/22	Х						
409	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ2RG246406	_	2,586.00	07/23/24	Х	Х					
410	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ4RG246407	\$ 6	2,586.00	07/23/24	Х	Х					
Mainten	ance						Total Number	of Vehicle	es:	13	0			
			•						1					
173	2015	Chev	Caprice	6G3NS5U22FL121308	\$	29,315	12/17/15	Х	X	Х	Х		Constable	Х
90	2010	Chev	Tahoe	1GNMCAE09AR195687	\$	24,215	04/09/10	Х	Х	Х				
170	2015	Ford	F150	1FTEW1EF3FKE61245	\$	30,929	11/10/15	Х	Х	Х	Х	05/01/24		Х
266	2019	Ford	F150 Police Responder	1FTEW1P42KKD29681	\$	56,606	07/02/19	Х	Х	Х	Х	05/01/24	Deputy	Х
Precinc	t 1, Cons	stable					Total Number	of Vehicle	es:	3	2			
3	1990	BMY	Cargo Truck	2500354	\$	72,040	12/19/13	Х	Х					
4	1990	BMY	Cargo Truck	2500739	\$	72,040	12/19/13	Х	Х					
47	2003	Ford	Expedition XLT	1FMRU15W53LB10393	\$	100	11/20/02	Х			Х	05/01/24	Reserve	Х
89		Chev	Tahoe	1GNLC2E09ER201754	\$	42,350	01/02/14	Х	Х	Х				
105		Dodge	Charger	2B3CA5CTXAH181720	\$	30,000	08/29/12	х	Х	Х				
113		Ford	Crown Victoria	2FABP7BV1AX127449	\$	30,807	05/12/10	Х	Х	Х	Х	05/01/24	Reserve	Х
129		Ford	Crown Victoria	2FAFP71W57X143321	\$	7,000	05/02/14	X				00/01/21	11000110	
171		Dodge	Charger	2B3CL1CT5BH539729	\$	24,400	12/03/15	X	Х	х	Х	05/01/24	Reserve	х
196		Ford	Crown Victoria	2FAHP71V29X121537	\$	13,135	01/25/17	X			X	05/01/24	Reserve	X
214	2007	Hummer	Truck	AM00010	\$	9,000	11/14/17	X	Х		- ~	33,31,21	555175	<del>-</del>
231		Ford	F150	1FTEW1E55JKE18638	\$	34,838	05/30/18	X	X	Х	Х	05/01/24	Constable	Х
237		Ford	Crown Victoria	2FABP7BV0BX168740	\$	15,000	09/24/18	X	X	X	-			
287		Ford	Explorer	1FM5K8AC4LGB95387	\$	56,602	09/17/20	Х	Х	Х				
Precinc	t 2, Cons	stable					Total Number	of Vehicle	es:	13	5			
87	2014	Chev	Tahoe	1GNLC2E07ER168446	\$	42,350	01/31/14	Х	Х	Х		I		
109	2009	Dodge	Charger	2B3KA43TX9H608475	\$	25,194	03/31/09	X		X				
163		Chev	Tahoe	1GNLC2E02BR327871	\$	19,364	10/28/15	X		X				
164		Chev	Tahoe	1GNLC2E01BR327019	\$	19,506	10/28/15	X		Х				
165	2008	Ford	Crown Victoria	2FAHP71V38X170406	\$	22,088	10/28/15	X		X				
166		Ford	Crown Victoria	2FABP7BV5AX133349	\$	11,413	10/28/15	X		X		+		
100	2010	ı olu	OTOWIT VIOLOTIA	2FADE 1 D V DAN 133349	φ	11,413	10/20/10	_ ^		^				

Item 14.

#### ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID#	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE- HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
167	2010	Ford	Crown Victoria	2FABP7BV0AX140063	\$ 11,09	3 10/28/15	Х		X				
168	2010	Ford	Crown Victoria	2FABP7BVXAX135307	\$ 11,67	3 10/28/15	Х		Χ				
226	2017	Chev	Tahoe	1GNLCDKC4HR243893	\$ 36,96	8 03/21/18	Х	Х	Х				
276	2020	Chev	Tahoe	1GNLCDEC8LR225062	\$ 46,49	4 03/09/20	Х	Х	Χ	Х	05/01/24	Constable	Х
432	2024	Chev	Tahoe	1GNSCLED1RR391074	\$ 52,55	0 10/07/24	Х	Х					
433	2024	Chev	Tahoe	1GNSCLED7RR391046	\$ 52,15	0 10/07/24	Х	Х					
Precinct 3, Constable Total Number of Vehicles: 12 1													

86	2014	Chev	Tahoe	1GNLC2E01ER169608	\$	43,525	12/19/13	Х	Х	Х				
88	2014	Chev	Tahoe	1GNLC2E08ER224006	\$	43,388	10/31/14	Х	Χ	Χ				
265	2019	Ford	Explorer	1FM5K8AR2KGB55201	\$	47,254	06/18/19	X	Χ	X	Х	05/01/24	Deputy	X
363	2022	Chev	Tahoe	1GNSCLED9NR240803	\$	61,353	12/16/22	Х	Χ	Χ	Х	05/01/24	Constable	Х
413	2024	Chev	Tahoe	1GNSCLEDXRR339393	\$	52,800	09/12/24	X	Χ					
423	2023	Ford	F150	1FTFW1E52PKG01749	\$	46,873	09/26/24	Х	Χ					
Precind	t 4, Cons	stable			,		Total Number	of Vehicle	s:	4	2			

391	2024	Toyota	4Runner	JTEMU5JR0R6245645	\$	39,109	3/7/2024	Х	Х		Х	05/01/24	JP2 Judge	Х
Precinct 2, JP Total Number of Vehicles:						1	1							

72 ALL OTHER DEPARTMENTS VEHICLE INVENTORY COUNT

77 61 38 **24** 

#### Changes 02/05/25

#### SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID#	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID	v	EHICLE	EFF DATE	AL	APD	EQUIP	TAKE- HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
12	2013	Ford	Taurus	1FAHP2M83DG115107	273	\$	36,273	06/28/12	X	X	X	Х	05/01/24	Deputy	X
14	2011	Ford	E350 Pass Van	1FBSS3BL0BDA45404	264	\$	32,169	01/21/11	X	X	X		00/01/21	Dopaty	1
17	2011	Ford	F550	1FDUF5HY2BEB26188	268	\$	164,500	08/15/11	Х	Х	Х				
23	2014	Ford	Explorer	1FM5K8AR0EGB44556	278	\$	38,011	01/16/14	х	х	х	х	05/15/24	Deputy Patrol	х
26	2014	Ford	Explorer	1FM5K8AR4EGB44558	280	\$	38,011	01/16/14	Х	Х	Х			Unassigned K-9	
28	2015	Ford	Explorer	1FM5K8AR6FGB61430	291	\$	28,830	01/07/15	Х	Х	Х	Х	05/01/24	Deputy Patrol	х
29	2015	Ford	Explorer	1FM5K8AR6FGB62142	292	\$	30,563	01/09/15	Х	Х	Х			, ,	
30	2015	Ford	Explorer	1FM5K8AR7FGA88844	289	\$	30,563	11/04/14	Х	Х	Х				
36	2009	Ford	Expedition	1FMFU155X9EB20165	249	\$	28,267	10/09/09	Х		Х	Х	05/01/24	Dispatch Supervisor	х
38	2010	Ford	Expedition	1FMJK1G53AEA99239	257	\$	30,200	01/13/10	Х		Х	Х	05/01/24	Unassigned	
39	2015	Ford	Expedition	1FMJK1GT4FEF15269	290	\$	37,652	01/07/15	Х	Х	Х	Х	05/01/24	Sergeant	х
43	2015	Ford	Expedition	1FMJU1FT2FEF23981	293	\$	30,028	01/30/15	Х	Х	Х	Х	05/01/24	Security Deputy	Х
51	2014	Ford	F150 Crew Cab	1FTFW1CF0EKD62131	283	\$	30,970	3/5/2014	Х	Х	Х	Х	05/01/24	Dispatch Supervisor	х
52	2014	Ford	F150 Crew Cab	1FTFW1CF9EKD62130	282	\$	30,970	3/5/2014	Х	Х	Х	Х	05/01/24	Unassigned	
145	2010	Chev	Impala	2G1WA5EK6A1152510	275	\$	18,532	04/04/13	Х			Х	05/01/24	Admin Assistant	х
154	2014	Top Hat	Trailer	4R7BU1625ET138296	295	\$	10,611	01/26/15	Х	Х	Х				
159	2015	Ford	F150	1FTEW1EF2FKE18273	299	\$	33,867	09/16/15	Х	Х	Х	Х	05/01/24	Deputy Patrol	х
160	2004	Toyota	4Runner	JTEZT14R640019280	298	\$	6,379	09/17/15	Х					, ,	
177	2016	Ford	Expedition	1FMJU1FT0GEF08882	300	\$	38,020	01/04/16	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
183	2015	Chev	Impala	2G1WB5E37F1164713	306	\$	20,743	06/23/16	Х	Х	Х	Х	05/01/24	Detective	х
184	2008	Ford	CVPI 4DOOR	2FAFP71V58X148107	266	\$	38,978	02/23/11	Х		Х			Unassigned K-9	
189	2017	Chev	Colorado	1GCGTBEN7H1144205	204	\$	32,300	12/05/16	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
190	2017	Ford	Explorer	1FM5K8AR4HGB15550	308	\$	42,309	12/14/16	Х	Х	Х	Х	12/18/24	Deputy Patrol	Х
193	2017	Ford	Explorer	1FM5K8AR0HGB16051	310	\$	36,109	12/27/16	Х	Х	Х	Х	05/01/24	Deputy	Х
195	2017	Ford	F150	1FTEW1EF9HFA99336	312	\$	35,502	01/25/17	Х	Х	Х				
198	2017	Ford	F150	1FTEW1EF2HCC47771	313	\$	42,275	02/08/17	Х	Х	Х	Х	05/01/24	Asst Animal Control	Х
199	2017	Ford	Explorer	1FM5K8AR6HGB71300	316	\$	38,439	02/16/17	Х	Х	Х				
201	2017	Ford	F150	1FTEW1CF7HFA76477	314	\$	37,796	03/13/17	Х	Х	Х	Х	05/01/24	Asst Animal Control	Х
206	2017	Ford	F150	1FTEW1CF5HFA76476	315	\$	38,446	03/21/17	Х	Х	Х			Jailer Shift Supervisor	
217	2018	Ford	Explorer	1FM5K8ARXJGA44085	319	\$	43,258	02/06/18	Х	Х	Х				
218	2018	Ford	Explorer	1FM5K8AR1JGA44086	320	\$	42,858	02/06/18	Х	Х	Х	Х	08/21/24	Unassigned	
224	2018	Ford	Expedition	1FMJU1FT6JEA05607	317	\$	46,751	01/02/18	Х	Х	Х	Х	05/01/24	Detective	Х
225	2018	Ford	Expedition	1FMJU1FT8JEA05608	318	\$	46,751	01/02/18	Х	Х	Х	Х	05/01/24	Deputy	Х
238	2014	Chev	Silverado	3GCPCRE0EG160718	321	\$	23,900	12/10/18	Х	Х	Х	Х	05/01/24	Shop Foreman	Х
239	2019	Ford	Police Interceptor Explorer	1FM5K8AR3KGA29431	322	\$	33,085	12/10/18	Х	Х	Х	Х	05/01/24	Lieutenant	Х
251	2019	Ford	Explorer	1FM5K8AT9KGB15435	104	\$	55,204	04/11/19	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
252	2019	Ford	Explorer	1FM5K8AT5KGB15433	105	\$	55,204	04/11/19	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
254	2019	Ford	Explorer	1FM5K8AT8KGB15426	107	\$	55,204	04/11/19	Х	Х	Х	Х	05/15/24	Unassigned	
255	2019	Ford	Explorer	1FM5K8AT7KGB15434	108	\$	55,204	04/11/19	Х	Х	Х	Х	10/01/24	Jail Lieutenant	Х
256	2019	Ford	Explorer	1FM5K8AT3KGB15432	109	\$	55,204	04/11/19	Х	Х	Х	Х	05/01/24	Deputy Patrol-SRO	Х
257	2019	Ford	Explorer	1FM5K8AT1KGB15431	110	\$	55,204	04/11/19	Х	Х	Х	Х	05/01/24	Deputy Transport	Х
259	2019	Ford	Explorer	1FM5K8ATXKGB15430	112	\$	55,204	04/11/19	Х	Х	Х	Х	05/01/24	Deputy Transport	Х
260	2019	Ford	Explorer	1FM5K8ATXKGB15427	113	\$	55,204	04/11/19	Х	х	Х	Х	05/01/24	Deputy-SRO	х
269	2018	Ford	F150	1FTEW1C56JKE39579	115	\$	39,694	01/22/20	Х	Х	Х	Х	05/01/24	Out of Service	
279	2020	Ford	F150	1FTEW1E57LKD51320	116	\$	37,759	04/28/20	Х	Х	Х	Х	05/01/24	Deputy - Training	х

#### SHERIFF'S DEPARTMENT VEHICLE INVENTORY

					DEPT ID		/EHICLE	VEHICLE INVE				TAKE-	Date CC		Signed Taxable Vehicle Benefits
ID#	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	#		VALUE	EFF DATE	AL	APD	EQUIP	HOME	Approved	Job Title	Form
281	2020	Ford	F150	1FTEW1E59LKD51321	118	\$	37,759	04/28/20	Х	Х	Х	Х	05/01/24	Lieutenant	Х
288	2020	Ford	Explorer	1FM5K8AC2LGB95386	120	\$	39,451	09/23/20	Х	Х		Х	05/01/24	Deputy-Civil	Х
289	2020	Ford	Explorer	1FM5K8AC6LGC01139	123	\$	71,003	09/23/20	Х	Х	Х	Х	05/01/24	Deputy Patrol-Sergeant	Х
290	2020	Ford	Explorer	1FM5K8AC12GC01145	124	\$	64,976	09/23/20	Х	Х	Х	Х	05/01/24	Unassigned K-9	
291	2020	Ford	Explorer	1FM5K8AC2LGC01140	125	\$	64,976	09/23/20	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
292	2020	Ford	Explorer	1FM5K8AC4LGC01141	126	\$	64,976	09/23/20	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
293	2020	Ford	Explorer	1FM5K8AC6LGC01142	127	\$	64,976	09/23/20	X	Х	Х	Х	05/01/24	Deputy Transport	Х
295	2020	Ford	Explorer	1FM5K8ACXLGC01144	129	\$	64,976	09/23/20	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
296	2020	Ford	Explorer	1FM5K8AC8LGC01143	130	\$	64,976	09/23/20	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
297	2020	Ford	Explorer	1FM5K8AC3LGC01146	131	\$	64,976	09/23/20	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
298	2020	Ford	Explorer	1FM5K8AC5LGC01147	132	\$	71,003	09/23/20	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
304	2021	Ford	Explorer	1FM5K8AC5MNA06887	133	\$	70,000	05/06/21	X	X	Х	Х	05/01/24	Deputy Transport	X
305	2021	Ford	Explorer	1FM5K8AC1MNA06885	134	\$	70,000	05/06/21	Х	X	Х	Х	05/01/24	Unassigned	
306	2021	Ford	Explorer	1FM5K8AC9MNA06889	135	\$	70,000	05/06/21	Х	X	Х	Х	05/01/24	Deputy Patrol	Х
307	2021	Ford	Explorer	1FM5K8AC7MNA06891	136	\$	76,440	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Patrol	х
308	2021	Ford	Explorer	1FM5K8AC5MNA06890	137	\$	70,000	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
309	2021	Ford	Explorer	1FM5K8AC7MNA06888	138	\$	70,000	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
310	2021	Ford	Explorer	1FM5K8ACXMNA06884	139	\$	70,000	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Jailer	Х
311	2021	Ford	Explorer	1FM5K8AC3MNA06886	140	\$	76,440	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
312	2021	Chev	Silverado	3GCUYAEF1MG223274	141	\$	38,274	05/06/21	Х	Х	Х	Х	05/01/24	Unassigned	
313	2021	Chev	Silverado	3GCUYAEF1MG236431	142	\$	38,274	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
314	2021	Chev	Tahoe	1GNSCLEDXMR321842	143	\$	54,870	05/06/21	Х	Х	Х	Х	05/01/24	Patrol Lieutenant	Х
315	2021	Chev	Tahoe	1GNSCLED1MR322409	144	\$	54,870	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
316	2021	Chev	Tahoe	1GNSCLED3MR321908	145	\$	54,870	05/06/21	Х	Х	Х	Х	05/01/24	Deputy Patrol	х
328	2021	Chev	Tahoe	1GNSCLED4MR418454	147	\$	57,266	02/18/22	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
329	2021	Chev	Tahoe	1GNSCLED2MR418503	148	\$	57,266	02/18/22	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
330	2021	Chev	Tahoe	1GNSCLED6MR418598	149	\$	57,266	02/18/22	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
333	2022	Chev	Tahoe	1GNSCLED4NR244340	155	\$	40,000	06/08/22	Х	Х		Х	05/01/24	Unassigned	
335	2022	Chev	Tahoe	1GNSCLED5NR245327	150	\$	43,458	06/29/22	Х	Х	Х	Х	05/01/24	Sgt Transport	х
336	2022	Chev	Tahoe	1GNSCLED1NR245428	151	\$	43,458	06/29/22	Х	Х	Х	Х	05/01/24	Evidence Technician	х
337	2022	Chev	Tahoe	1GNSCLED5NR245352	152	\$	43,458	06/29/22	Х	Х	Х	Х	05/01/24	Unassigned	
338	2022	Chev	Tahoe	1GNSCLED3NR245608	153	\$	43,458	06/29/22	х	Х	Х	х	05/01/24	Lieutenant	Х
339	2022	Chev	Tahoe	1GNSCLED7NR244350	154	\$	43,458	06/29/22	Х	Х	Х	Х	05/01/24	Unassigned	Х
347	2022	Chev	Tahoe	1GNSCLEDXNR241152	156	\$	62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
348	2022	Chev	Tahoe	1GNSCLED4NR241096	157	\$	62,133	09/14/22	Х	Х	Х	Х	05/01/24	Deputy Patrol	х
349	2022	Chev	Tahoe	1GNSCLEDXNR240972	158	\$	62,133	09/14/22	Х	Х	X	Х	05/01/24	Deputy Patrol	Х
350	2022	Chev	Tahoe	1GNSCLED7NR240394	159	\$	62,133	09/14/22	Х	Х	Х	Х	05/01/24	Unassigned	
351	2022	Chev	Tahoe	1GNSCLED6NR240452	160	\$	62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	х
352	2022	Chev	Tahoe	1GNSCLED6NR240967	161	\$	62,133	09/14/22	Х	X	Х	Х	05/01/24	Deputy Patrol	Х
353	2022	Chev	Tahoe	1GNSCLED2NR240335	162	\$	62,133	09/14/22	Х	X	Х	Х	05/01/24	Deputy Patrol	х
354	2022	Chev	Tahoe	1GNSCLEDXNR241037	163	\$	62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
359	2023	Chev	Silverado	1GC1YLE7XPF135630	200	\$	69,623	12/16/22	X	X	X	X	05/01/24	Unassigned - Livestock	
360	2023	Chev	Silverado	1GC1YLE78PF134024	201	\$	67,808	12/16/22	X	X	X	X	05/01/24	Deputy - Livestock	х
361	2023	Chev	Silverado	1GC1YLE75PF134546	202	\$	67,808	12/16/22	X	X	X	X	05/15/24	Investigator - CSU	X
362	2023	Chev	Silverado	1GC1YLE71PF135242	203	\$	53.808	12/16/22	X	X	X	X	05/01/24	Animal Control	X
364	2023	Exis	STC24 Double Ramp Trlr	4LABS242XP5078188	TL4	\$	40,674	03/30/23	X	X			00/01/24	7 tillina Control	
UUT	2020		C. CLT DOUBLE INTERPRETE	1002-12/1 00/0100	1	Ψ	70,014	00/00/20	_ ^	_		l .	l .	1	l

#### SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID#	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID	/EHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE- HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
371	2023	Exis	16' stock bumper pull	4LAAS1621P5078762	TL5	\$ 17,000	07/14/23	Х	Х					
376	2023	Chev	Tahoe	1GNSCLED8PR455334	164	\$ 83,017	11/27/23	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
377	2023	Chev	Tahoe	1GNSCLED5PR455193	165	\$ 83,018	11/28/23	Х	Х	Х	Х	05/01/24	Deputy Patrol	Х
378	2023	Chev	Tahoe	1GNSCLED7PR455308	166	\$ 83,019	11/29/23	Х	Х	Х				
379	2023	Chev	Tahoe	1GNSCLED8PR455348	167	\$ 83,020	11/30/23	Х	Х	Х				
380	2023	Chev	Tahoe	1GNSCLED8PR455172	168	\$ 83,021	12/01/23	Х	Х	Х	Х	10/02/24	Deputy Patrol	Х
381	2023	Chev	Tahoe	1GNSCLED9PR455200	169	\$ 83,022	12/02/23	Х	Х	Х	Х	10/02/24	Deputy Patrol	Х
382	2023	Chev	Tahoe	1GNSCLED1PR455224	170	\$ 83,023	12/03/23	Х	Х	Х	Х	05/15/24	Deputy Patrol-Commercial	Х
383	2023	Chev	Tahoe	1GNSCLED0PR455912	171	\$ 83,024	12/04/23	Х	Х	Х	Х	05/15/24	Deputy Patrol	Х
384	2021	Chev	Tahoe	1GNSCLED9MR445777	146	\$ 45,594	02/18/22	Х	Х	Х	Х	05/01/24	Jail Captain	Х
395	2024	Chev	Tahoe	1GNSCLED0RR171263	210	\$ 86,830	04/25/24	Х	Х	Х				
396	2024	Chev	Tahoe	1GNSCLED7RR171437	207	\$ 86,830	04/25/24	Х	Х	Х				
397	2024	Chev	Tahoe	1GNSCLED4RR171315	206	\$ 86,830	04/25/24	Х	Х	Х				
398	2024	Chev	Tahoe	1GNSCLED1RR171353	205	\$ 86,830	04/25/24	Х	Х	Х				
399	2024	Chev	Tahoe	1GNSCLED1RR171370	209	\$ 86,830	04/25/24	Х	Х	Х	Х	12/18/24	Deputy Patrol	Х
400	2024	Chev	Tahoe	1GNSCLED3RR171533	211	\$ 86,830	04/25/24	Х	Х	Х				
402	2024	Chev	Tahoe	1GNSCLED0RR171232	208	\$ 86,830	04/25/24	Х	Х	Х				
403	2024	Chev	Equinox	3GNAXSEG1RL304138	180	\$ 27,185	07/09/24	Х	Х		Х	10/02/24	Detective	Х
404	2024	Chev	Equinox	3GNAXSEG2RL304150	181	\$ 27,185	07/09/24	Х	Х		Х	10/02/24	Detective	Х
405	2024	Chev	Equinox	3GNAXSEG5RL304160	182	\$ 27,185	07/09/24	Х	Х		Х	10/02/24	Detective	Х
406	2024	Chev	Equinox	3GNAXSEG1RL304169	183	\$ 27,185	07/09/24	Х	Х		Х	10/02/24	Detective	Х
407	2024	Chev	Equinox	3GNAXSEG7RL304175	184	\$ 27,185	07/09/24	Х	Х		Х	10/02/24	Detective	Х
408	2024	Chev	Equinox	3GNAXSEG9RL304176	185	\$ 27,185	07/09/24	Х	Х		Х	10/02/24	Detective	Х
412	2024	Chev	Silverado 2500	1GC4YLE77RF463894	190	\$ 50,500	08/29/24	Х	Х					
414	2017	CM	Livestock Trailer	49TSG1628H1024608		\$ 7,500	9/12/2024	Х	Х					
415	2023	Chev	Tahoe	1GNSKLED4PR272564	217	\$ 78,000	09/20/24	Х	Х	Х	Х	12/18/24		
416	2023	Chev	Tahoe	1GNSKLED4PR272502	212	\$ 78,000	09/20/24	Х	Х	Х				
417	2023	Chev	Tahoe	1GNSKLED6PR484270	213	\$ 78,000	09/20/24	Х	Х	Х				
418	2023	Chev	Tahoe	1GNSKLED5PR484650	216	\$ 78,000	09/20/24	Х	Х	Х	Х	12/18/24	Deputy Patrol	Х
419	2023	Chev	Tahoe	1GNSKLED8PR484383	214	\$ 78,000	09/20/24	Х	Х	Х	Х	12/18/24	Lieutenant	Х
420	2023	Chev	Tahoe	1GNSKLED7PR485248	218	\$ 78,000	09/20/24	Х	Х	Х	Х	12/18/24	Admin Lieutenant	Х
421	2023	Chev	Tahoe	1GNSKLED9PR484697	219	\$ 78,000	09/20/24	Х	Х	Х				
422	2023	Chev	Tahoe	1GNSKLED4PR485286	215	\$ 78,400	09/20/24	Х	Х	Х				
437	2017	Toyota	Tundra	5TFDY5F19HX625894	250	\$ 29,500	12/03/24	Х	Х					
	2025	Chev	Silverado 1500 4x4	3GCUKCED4SG227165	222	\$ 50,046	01/23/25	X	X		Х		Patrol Captain	X
439	2025	Chev	2500	2GC4KNE76S1137529	220	\$ 72,500	01/06/25	Х	Х		Х	01/23/25	Sherriff	X
440	2025	Chev	2500	2GC4KNE72S1138175	221	\$ 72,500	01/06/25	Х	Х		Х	01/23/25	Chief Deputy	X

**127 SO VEHICLE INVENTORY COUNT** 128 123 110 99



## OFFICE OF THE SHERIFF WALLER COUNTY



100 R. Glenn Smith Dr. • Hempstead, Texas 77445-4699 979 / 826-8282 • FAX 979 / 826-7781

### SHERIFF TROY GUIDRY

ROBERT SCHIELDS Chief Deputy

JAMES FLYNT Chief Deputy

01/08/2025

To:

Sheriff Troy Guidry

Thru: Chief Deputy Robert Schields,

Law Enforcement Command

Thru: Lieutenant Angela Turner,

Budgeting

From: Lieutenant John Garner

**Detective Bureau** 

Re:

**Training Request** 

I am requesting approval for Detective Andres Rodriguez, to attend a Search / Arrest Warrant Operator Level I training class hosted at the Regional Counterdrug Training Academy from March 10, 2025 through March 14, 2025, in Meridian, Mississippi.

Detective Rodriguez is responsible for filing criminal charges on dangerous offenders and subsequently responsible for the immediate execution of said warrants to bring these dangerous felons to justice. This training is designed to address the inherent dangers and challenges of the high risk entry during warrant service. The course concentrates on the proven tactics and techniques utilized by the most successful and progressive police agencies in the world today. The principles of initiative based techniques and concentration are placed on learned principles and fundamentals reinforced by continuous practical exercises and force on force application that stress the most important aspects of the warrant service operations.

There is no cost to the County for class registration, lodging or meals, however students are required to provide their own transportation to the training academy. Detective Rodriguez is requesting the use of his assigned county owned vehicle to attend the course. Your attention to this matter is greatly appreciated. If you have any additional questions or need additional information, please contact me.



## OFFICE OF THE SHERIFF WALLER COUNTY



100 R. Glenn Smith Dr. • Hempstead, Texas 77445-4699 979 / 826-8282 • FAX 979 / 826-7781

## SHERIFF TROY GUIDRY

Robert Schields Chief Deputy JAMES FLYNT Chief Deputy

Date: 01/08/2025

Name: Andres Rodriguez

Title of Class: Search/Arrest Warrant Operator Level 1

Date of Class: 03/10/2025 - 03/14/2025

Location of Class: RCTA - NAS Meridian, MS

Cost of Class: No Cost.

Supervisor Approval:

Printed

Signature

Chief Deputy Approval:

R.R. Senieros Ja Printed

Cianotura

J +877 575 1435

☑ CLASSES@RCTA.ORG

♥ 219 FULLER RD, NAS MERIDIAN MS 39309

### Search / Arrest Warrant Service Operator Level I

#### Classes



#### Description

Course length: 5 Days (40 Hours)

**Designed For**: Federal, State, and local Law Enforcement Officers who are tasked with the planning and execution of narcotic related arrests and search warrants.

**Prerequisites**: All participants must be local, State, or Federal Law Enforcement Officers with current commissions and in good standing with their respective Agencies. All participants should be in good general health and physical condition and capable of performing minimal physical skills associated with field exercises described in this course.

**Description**: This class is designed to address the inherent dangers and challenges of the high risk entry mission. This course concentrates on the proven tactics and techniques utilized by the most successful and progressive units in the world today. Designed on the principles of initiative based techniques and concentration is placed on learned principles and fundamentals reinforced by continuous practical exercises and force on force application that stress the most important aspects of the mission.

#### Course Objectives:

- Planning, Intelligence Collection, Mission/Operation Orders, Threat Matrix
- Equipment selection, Personnel, Tactical medic support
- · Communication and Coordination, Rehearsals
- Approaches, Team Movement, Stacking, alt Breach Points, Link Points, etc...
- Breaching (Manual, Ballistic, Flash-bang)
- Distractions, Diversions (Brake & Rake), Ruses
- Dynamic movement/flow, slow search options, Shield techniques
- · Clearing, Threat Assessment, Commands/Communication
- Less Lethal Options, Abort & Rally Points, Breach & Bunker Options
- Searching techniques, Prisoner handling
- Evidence recovery, Documentation
- · Critique, review, and training assessment

NOTICE: NO LIVE WEAPONS OR AMMO ARE REQUIRED FOR THIS COURSE. YOU WILL BE ISSUED SIMMUNITION GUNS AND AMMO.

#### Required:

- 1. BDU's or tactical clothing that allows for free movement Long sleeve blouse or shirt
- Tactical footwear (boots preferred)
- 3. Hydration source such as Camel Bak or Canteen
- 4. Weather related clothing/protection (Rain Gear)

#### **Optional:**

Item 16.

- 1. Eye protection (wrap-around shooting glasses or goggles)
- 2. Ear protection (plugs or muffs)
- 3. Body armor (concealable with outer carrier or tactical)
- 4. Gloves (preferably tactical)
- 5. Flashlight (handheld)

This course incorporates lecture and table top exercises along with practical exercises and scenario based training.

The student will use hands-on performance based training designed to increase officer safety and efficiency in an effort to achieve over-all success.

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## COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

# Debbie Hollan County Clerk

For completing the required 20 hours of Continuing Education for 2024 as prescribed in Section 51.605 of the Texas Government Code.

In witness therefore, recognition is hereby made this January 2025.

John F. Warren, President

Sandra Roblez, Vice President





One Tyler Drive Yarmouth, ME 04096

P: 800.772.2260 F: 207.781.2459

www.tylertech.com

July 16, 2024

Liz Pirkle 836 Austin Street Room 318 Hempstead, Texas 77445

Re: Revised Licensed Software Pricing for Upcoming Renewal of Software as a Service and Professional Services Agreement between Tyler Technologies, Inc. ("Tyler") and Waller County (the "Client"), dated 12/9/2009 (the "SaaS Agreement").

Dear Liz Pirkle,

Pursuant to Section 15.1 of the SaaS Agreement, Tyler is providing notice to the Client of the revised Licensed Software pricing for the upcoming renewal Term of the SaaS Agreement commencing on 3/1/2025. Capitalized terms used but not otherwise defined in this letter shall have the meaning provided in the SaaS Agreement.

Pricing for the Licensed Software detailed in Schedule 1 "Investment Summary" of the SaaS Agreement will be at Tyler's then-current rates for each year of the renewal Term and payable annually in accordance with the terms of the SaaS Agreement. Pricing for the annual Term commencing on 3/1/2025 and continuing through 2/28/2026 will be \$207,735.60. Representatives from Tyler will reach out soon to negotiate further terms.

Except as specifically contemplated under this letter, the terms and conditions of the SaaS Agreement shall remain in full force and effect. The parties hereby agree that the SaaS Agreement, as amended by this letter, constitutes the final, complete, and exclusive agreement of the parties with respect to the subject matter thereof and hereof. Should the need to contact Tyler regarding this matter arises, for the fastest response, please email Sarah.Koski@TylerTech.com.

Tyler appreciates the trust that Waller County has placed in our company and products and we look forward to continuing our business with you.

Sincerely,

Brian McGrath

President, Courts & Justice

On behalf of

Tyler Technologies, Inc.

## PROCLAMATION

## Observation of Black History Month in Waller County, Texas

WHEREAS, During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and

WHEREAS, The 2025 Black History Month theme: African Americans and Labor, focuses on the various and profound ways that work and working of all kinds – free and unfree, skilled, and unskilled, vocational and voluntary – intersect with the collective experiences of Black people.

WHEREAS, IN 1915, Dr. Carter Godwin Woodson, noted Black scholar and son of former slaves, founded the Association for the Study of Negro Life and History, which was later renamed the Association for the Study of African American Life and History (ASALH); and

WHEREAS, Dr. Woodson initiated Black History Week, February 12, 1926; and for many years, the second week of February, chosen so as to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States, and in 1976, as part of the nations' bicentennial, Black History Week was expanded and became established as Black History Month; and

WHEREAS, Today, the observance of Black History Month throughout the United States stands as testament to the success of Woodson's project and an example of how we can work together; and

NOW THEREFORE BE IT PROCLAIMED THAT WE, the County Judge and Commissioners of Waller County, Texas do hereby recognize and observe February 2025, as "Black History Month."

Signed this 5th d	ay of February, 2025
Carbett "Tro	ey" J. Duhon III
Cour	nty Judge
John A. Amsler, Commissioner, Pct. 1	Walter E. Smith, Commissioner, Pct. 2
Kendric D. Jones, Commissioner, Pct. 3	Justin Beckendorff, Commissioner, Pct. 4





**Utility Associates Inc** 250 Éast Ponce De Leon Avenue Suite 700 Decatur GA 30030 (800) 597-4707 www.utility.com

**Bill To** 

**Invoice** 

**Date** Invoice# Customer 1/10/2025 46787 Waller County TX

**Terms Due Date** PO# **Sales Rep Created From**  District Attorney Net 30 1/10/2025 Contract 53999 Clay Campbell Sales Order #53999

**Ship To** Waller County TX District Attorney 645 I2th Street Hempstead TX 77445 United States

Item	Description	Qty Ordered	Rate	Contract Amount	Due Now
HELIOS-PROF-S-3	HELIOS Professional Digital Evidence Management SaaS - 3 Years	2	\$1,545.00	\$3,090.00	\$936.73
HELIOS-STD-S-3	HELIOS Standard Digital Evidence Management SaaS - 3 Years	23	\$585.00	\$13,455.00	\$4,078.88
HELIOS- TRANSCRIP	Helios Transcription and Translation - 1,500 Minutes	3	\$150.00	\$450.00	\$136.42
HELIOS-OUTPOST-S	Connection and access to Outpost (Windows) for HELIOS Bulk File Uploading Tool First 6 months \$6,000 Yr 2 \$12,000 Yr 3 \$12,000	8	\$3,750.00	\$30,000.00	\$9,094.50
POLARIS-HELIOS- CONNECT	POLARIS to HELIOS Connector Per Connection and Year	10	\$1,500.00	\$15,000.00	\$4,547.25
SER-S-5100	3rd Party Data Storage(per GB per year) \$.75 Per GB Per Yr Yr1 \$2,250 3k GB Yr2 \$4,500 6k GB Yr3 \$6,750 9k GB	1	\$13,500.00	\$13,500.00	\$4,092.52
HELIOS-TRAINING	Helios Training and Installation Support	2	\$5,380.00	\$10,760.00	\$3,261.90

For inquiries, please use the following contact info:

~New Orders - orders@utility.com ~Existing Orders - insidesales@utility.com

~Accounting - accounting@utility.com

Any other questions may be directed to 404-816-0300

ABA# 031207607 PNC Bank, N.A. East Brunswick, NJ 08816 SWIFT Code PNCCUS33 Account Information: Utility Associates, Inc. Account# 8026405918

Subtotal	\$26,148.20
Discount	(\$5,110.20)
Total	\$21,038.00
Amount Due	\$21,038.00

## INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTIES AND CITIES ASSOCIATED WITH OPERATION LONE STAR FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement was made, entered into, and executed by 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO; bodies and corporates under the laws of the State of Texas; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

#### WITNESSETH:

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain Other Local Governments), a county may, pursuant to order or resolution of its governing body, form a mutual interlocal agency to assist in criminal and narcotic investigations and law enforcement;

**WHEREAS,** pursuant to the provisions of Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, pursuant to the provisions of the Texas Code of Criminal Procedure Chapter 59 (Forfeiture of Contraband), the prosecutor with felony jurisdiction in a county where a forfeiture proceeding is held under this chapter, may enter into an agreement with law enforcement agencies involved in the seizure of illegal contraband for the disposition of forfeited assets;

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County

SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO; by the coordination of criminal interdiction/ narcotics investigations efforts between the associated listed agencies.

**WHEREAS,** this agreement states the purpose, terms, rights, objectives, duties, and responsibilities of the parties to this agreement.

**NOW THEREFORE,** for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this agreement, the parties enter into this agreement under the following terms and conditions:

#### 1. Definitions

"Law Enforcement Agency" shall mean one or more of the law enforcement agencies that are parties to this agreement.

"Law Enforcement Officer" shall have the meaning provided by Texas Local Government Code Section 362.001(2).

"Lead Agency" shall mean the law enforcement agency that initiates the criminal investigation within the jurisdictional limits of the political subdivision for which the agency provides law enforcement services.

"Active Participation" shall mean predetermined participation such as joint operations or investigations agreed upon by participating parties to this agreement prior to the operation. Backing up officers at a stop is not active participation unless agreed upon by both parties.

#### 2. Purpose of Agreement

The purpose of the agreement is to create and establish a joint effort between the 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval

County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO; to combat crime throughout the jurisdictional limits of the counties who are parties to the agreement. Pursuant to order or resolution of the governing bodies of the parties to this agreement, the parties to this agreement have entered into this agreement to (1) form a mutual aid law enforcement agreement between police agencies to cooperate in criminal interdiction efforts and related criminal investigations, (2) to provide additional investigative and arrest authority to law enforcement officers employed the law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement, and (3) to provide for the payment of expenses incurred in the performance of law enforcement activities during these operations.

#### 3. Personnel and Equipment

Each law enforcement agency shall assign law enforcement officers (on an as needed and requested basis) and shall provide all necessary vehicles and equipment for the law enforcement officers assigned. All personnel assigned shall remain the employees of the party making this assignment., and shall not be considered as employees, agents, or servants, of any other party to the agreement. All compensation of services of law enforcement officers assigned during these enforcement operations shall be paid by the party making the assignment. All supplies and expenses incurred by the law enforcement officer while participating during these enforcement operations shall be paid by the law enforcement agency that acquired the supplies or incurred the expense.

#### 4. Administration and Supervision

The lead agency for each joint effort shall have the sole responsibility for the direction and supervision of the activities of the law enforcement officers during the law enforcement operations.

All law enforcement officers in each joint effort shall be under the direct command of the lead agency.

Notwithstanding the provisions of the preceding paragraph, the heads of the law enforcement agencies shall have the sole directions in the assignment of law enforcement officers who are employed by the assigning party during the enforcement operations, including the time period of the assignment. The heads of the law enforcement agencies shall also have sole discretion in

the assignment of vehicles, K-9 units, and other equipment and supplies owned or under the control of the assigning party, including the time period of the assignment.

#### 5. Extent of Authority

Any law enforcement officer assigned to conduct these law enforcement operations shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the political subdivisions that are parties to this agreement, including the power to make arrests and to execute search warrants.

#### 6. Employee Status

A law enforcement officer regularly employed by one of the law enforcement agencies shall remain an employee of that agency. However, the law enforcement officer shall be considered, for the purpose of making an arrest at any location within the jurisdictional limits of any political subdivision that is a party to this agreement, to be in service of and a peace officer under the command and supervision of the lead agency. The law enforcement officer who is assigned to participate in these operations shall have all the powers of a regular law enforcement officer anywhere within the jurisdictional limits of the political subdivision that is a party to this agreement. Qualification for office by the law enforcement officer with the law enforcement agency that assigned the officer to participate in these operations shall constitute qualification for office with the lead agency and no additional cost, bond, or compensation is required. The party who assigns a law enforcement officer to these operations shall remain solely responsible for the health, safety, acts, or omissions of the assigned officer, and shall, to the extent authorized by law, indemnify the other parties to this agreement for any and all liability and damages whatsoever nature caused by the assigned officer. In further recognition of the benefits to be gained by the participating entities, it is agreed that no party to this agreement shall request reimbursement for any services performed pursuant to this agreement for another party to this agreement.

#### 7. Compensation of Assigned Law Enforcement Officers

The party employing the law enforcement officers assigned shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, as well as travel, food, and lodging expenses incurred by the assigned officer in the performance of the law enforcement operation activities.

#### 8. <u>Civil Liability and Indemnification</u>

It is further agreed that, in the event any law enforcement officer assigned shall be cited as a defendant party to any civil lawsuit, State or Federal, arising out of the officer's acts while engaging in authorized participation of the law enforcement operations, the assigned law enforcement officer shall be entitled to the same benefits from the assigning party that such law enforcement officer would be entitled to receive had such civil action arisen out of an

official act within the scope of the assigned officer's duties as a member and in the jurisdiction of the law enforcement agency from which the officer was assigned.

#### 9. Disposition of Forfeited Assets

The sharing of assets forfeited will be handled on a case by case basis between the agency of primary jurisdiction and those agencies participating in the enforcement action and investigation from which the assets were forfeited.

#### 10. Term of Agreement & Termination

This agreement shall be for an initial term of one year. This agreement shall be automatically renewed without further action unless terminated by either party. This agreement may be terminated at any time by any party with or without cause upon (90) days advance written notice. Any notice of termination shall be sent to other party to this Interlocal Agreement at the address listed in paragraph 15 of this agreement.

#### 11. Amendment clause:

This Agreement may be modified or amended by written agreement between the Parties.

#### 12. County Judge/Mayor/City Administrator Authority:

The County Judge/Mayor/City Administrator, is authorized to act on behalf of her/his governing body under this agreement for the express purpose of adding or removing parties to the agreement in writing.

#### 13. Payment from Current Funds

Each party for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

#### 14. Alternate Dispute Resolution

In any dispute between the parties relation to law enforcement activities, all parties involved will cooperate in good faith to resolve the dispute. Prior to the filing of a lawsuit, the parties shall:

1. Meet in an informal conference to attempt resolution of any disputes.

2. In the event the dispute is not resolved at the informal conference, submit the dispute to mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

#### 15. Notices

Any notice provided for under the terms of this agreement by either party to the other shall be in writing and may be affected by personal delivery or by register or certified mail, return receipt requested. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with provisions of this paragraph.

#### 16. Construction

This agreement shall be interpreted, construed, and governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction.

#### 17. Captions

The Captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision hereof.

#### 18. Prior Agreements

This contract supersedes any and all other agreements, either oral or in writing between the parties with respect to the subject matter of this contract and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this contract acknowledges that no representations, inducements, promises, or other agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

#### 19. Authorization of Funding

Each participating agency separately certifies that payments made under this agreement will be made from current revenues and any future payments are subject to future appropriations.

All expenditures will be subject to standard County/City purchasing procedures.

#### 20. Law Governing

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### 21. Severability

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### 22. Assignment

This agreement is binding upon and inures to the benefit of the parties to this agreement and their respective successors and permitted assigns. This agreement may not be assigned by any party without the written consent of all of the parties.

#### 23. Effect of Waivers

No waiver by either party of any default, violations, or breach of the terms, provisions, and covenants contained in this agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this agreement.

#### 24. Exercise of Police Power

This agreement and all activities under this agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

#### 25. Warranty

The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each terms and condition set forth in the agreement.

#### 26. Immunities Not Waived

Nothing in this agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the

execution of this agreement and the performance of the covenants contained in this agreement.

#### 27. No Mutual Indemnification

To the extent allowed by the Constitution and Laws of the State of Texas, each County, and municipality agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the results of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

#### 28. Effective Date

This agreement is effective on the date when the last party executes this agreement.

#### 29. Multiple Originals

Two (2) copies of this agreement are executed; each shall be deemed an original.

#### 30. Critical Incident Assistance

- Provide mutual aid assistance between law enforcement agencies to include personnel, equipment and/or other resources needed by requesting agency to respond to, control or investigate a critical incident.
- 2) To provide investigative and arrest authority to law enforcement officers/deputies employed by law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement.
- 3) Definition of Critical Incident- any incident that is unusual; violent; and/or involves a perceived threat to, or actual loss of, human life or critical infrastructure. Examples of but not limited to, school shootings, natural disasters, and mass casualty incidents.

<b>EXECUTED</b> by		on the	day of	, 2025
( <mark>Your</mark> Coun	ty Judge or Mayor)			
	<del></del>			
Your County Sheriff or Ch	ief of Police			

#### RESOLUTION # 2025-

A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ALL AGENCIES INVOLVED – FOR LAW ENFORCEMENT SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of the coordination of criminal interdiction efforts between the 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO.

WHEREAS, 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO; 40) Real County SO, 41) Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO; desire to use the capital expenditures to improve the health, safety, and quality of life of the residents of their jurisdictions.

<b>NOW THEREFORE, BE IT RESOLVED</b> by the County Commissions / City Council of City/County, Texas:
I.
THAT the is authorized and directed as an act of County/City, to enter into an Interlocal Cooperation Agreement Between 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO; for law enforcement services in accordance with Exhibit A hereto attached and made a part hereof.
II.
<b>THAT</b> all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.
III.
<b>THAT</b> this resolution shall be and become effective on and after adoption.
PASSED AND APPROVED by a majority vote of the County Commission/ City Council on theday of, 2025.
County Judge / Mayor / City Administrator
ATTEST:
County Clerk

APPROVED AS TO FORM:									
County Attorney									

2.35 Acres Bartlett Road

STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 2.35 acre tract of land in the H. & T. C. Railroad Company Survey Section 123, Abstract 202, Waller County, Texas, and the W. I. Williamson Survey, Abstract 396, Waller County, Texas, being out of and a part of a portion of the residue of that certain called 482.21 acre tract recorded under County Clerk's File Number 2216140, Official Public Records, Waller County, Texas, and a portion of a 30-foot wide strip for Bartlett Road as shown on map or plat of Cane Island Detention Ponds T and U recorded under County Clerk's File Number 2213053, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ¾ inch iron pipe found in concrete for the southeast corner of said H. & T. C. Railroad Company Survey Section 123, Abstract 202, and the southeast corner of said called 482.21 acre tract, same being the southwest corner of said W. I. Williamson Survey, Abstract 396, the northwest corner of the adjoining H. & T. C. Railroad Company Survey Section 125, Abstract 203, and the northeast corner of the adjoining T. S. Reese Survey, Abstract 334, being the northeast corner of an adjoining called 454 acre tract recorded in Volume 0553, Page 96, Official Records, Waller County, Texas, for the lower southeast corner and Place of Beginning of the herein described tract, from which point a 5/8 inch iron rod found for the southwest corner of said called 482.21 acre tract bears South 87 degrees 54 minutes 48 seconds West, 5,298.21 feet;

**Thence** South 87 degrees 54 minutes 48 seconds West along the south line of said called 482.21 acre tract and said H. & T. C. Railroad Company Survey Section 123, Abstract 202, being the north line of said adjoining called 454 acre tract and said adjoining T. S. Reese Survey, Abstract 334, 25.38 feet to a point for the southwest corner of the herein described tract;

**Thence** North 02 degrees 09 minutes 23 seconds West establishing the west line of the herein described tract, as locate in Bartlett Road, 1,866.84 feet to a point for the northwest corner of the herein described tract:

Thence North 88 degrees 01 minute 59 seconds East establishing the north line of the herein described tract, at 27.24 feet pass a ½ inch iron rod found in the east line of said called 482.21 acre tract and said H. & T. C. Railroad Company Survey Section 123, Abstract 202, being the west line of said adjoining W. I. Williamson Survey, Abstract 396, for the southwest corner of an adjoining called 10.2190 acre tract, and continuing for a total distance of 57.16 feet to a point for the northeast corner of the herein described tract, being the northwest corner of the adjoining Reserve "U" of said Cane Island Detention Ponds T and U,;

**Thence** South 02 degrees 06 minutes 07 seconds East along the east line of the herein described tract, being the east line of said 30-foot wide strip for Bartlett Road, same being the west line of said adjoining Restricted Reserve "U" and the west line of the adjoining Restricted Reserve "T", 1,783.40 feet to a point for the upper southeast corner of the herein described tract;

**Thence** South 87 degrees 54 minutes 11 seconds West crossing Bartlett Road, 30.00 feet to a point for a reentry corner to the herein described tract, being in the east line of said called 482.21 acre tract and said H. & T. C. Railroad Company Survey Section 123, Abstract 202, being the west line of said W. I. Williamson Survey, Abstract 396;

2.35 Acres Bartlett Road

**Thence** South 02 degrees 06 minutes 07 seconds East along the west line of said W. I. Williamson Survey, Abstract 396, same being the east line of said H. & T. C. Railroad Company Survey Section 123, Abstract 202, and said called 482.21 acre tract, as located in Bartlett Road, 83.32 feet to the **Place of Beginning** and containing 2.35 acres of land, more or less.

For reference and further description see Drawing No. 20273 prepared by the undersigned on same date.

July 19, 2024

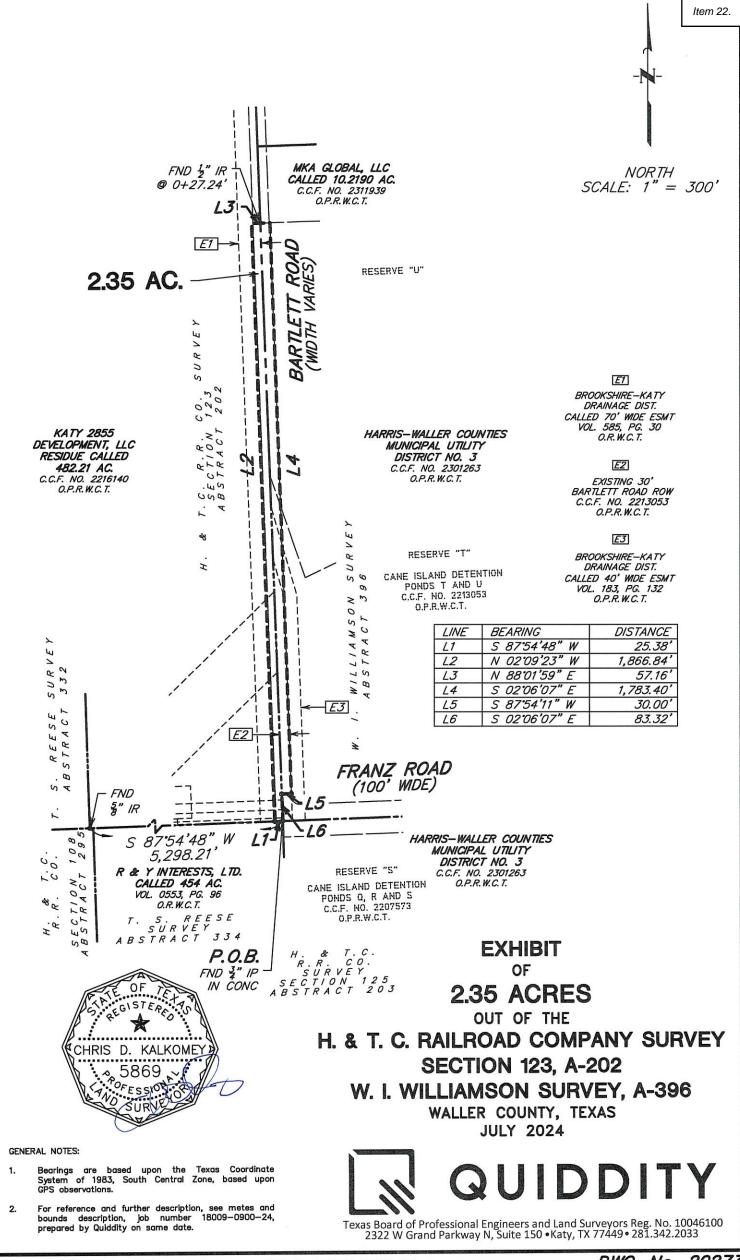
Job Number 18009-0900-24

Quiddity Engineering, LLC 2322 W Grand Parkway North, Suite 150 Katy, TX 77449 (281) 342-2033 Texas Board of Professional Land Surveying Registration No. 10046100

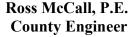


Acting By/Through Chris D. Kalkomey Registered Professional Land Surveyor No. 5869

CDKalkomey@quiddity.com



## **WALLER COUNTY**





#### **MEMORANDUM**

**To:** Honorable Commissioners' Court

Item: Infrastructure Development Plan of Gated Rentals Wilson Road RV Park

**Date:** January 21, 2025

**Background** 

IDP name: Gated Rentals - Wilson Road RV Park

Applicant: DempseyGill (Attn: Jeff Johnston & Matthew Chapman)

Owner/Developer: Gated Rentals (Attn: Matthew Frederick & Aaron Dunahoe)

Location: 35000 Wilson Road, Brookshire, TX 77423 (approximate)

(Just west of Dewberry Farm)

Description: DempseyGill is requesting IDP approval of the above-mentioned

proposed development, which has been designed in compliance

with Waller County standards & regulations.

Gated Rentals develops and manages attractive, affordable

extended stay communities in Texas's high-growth suburban

markets.

The proposed RV park amenities include an office building with laundry facilities, maintenance building, dog park, playground, multiple green spaces, a wet-bottom detention pond including fountains, paved roads and a secure environment which includes automatic entry/exit access gates and site lighting equipped with

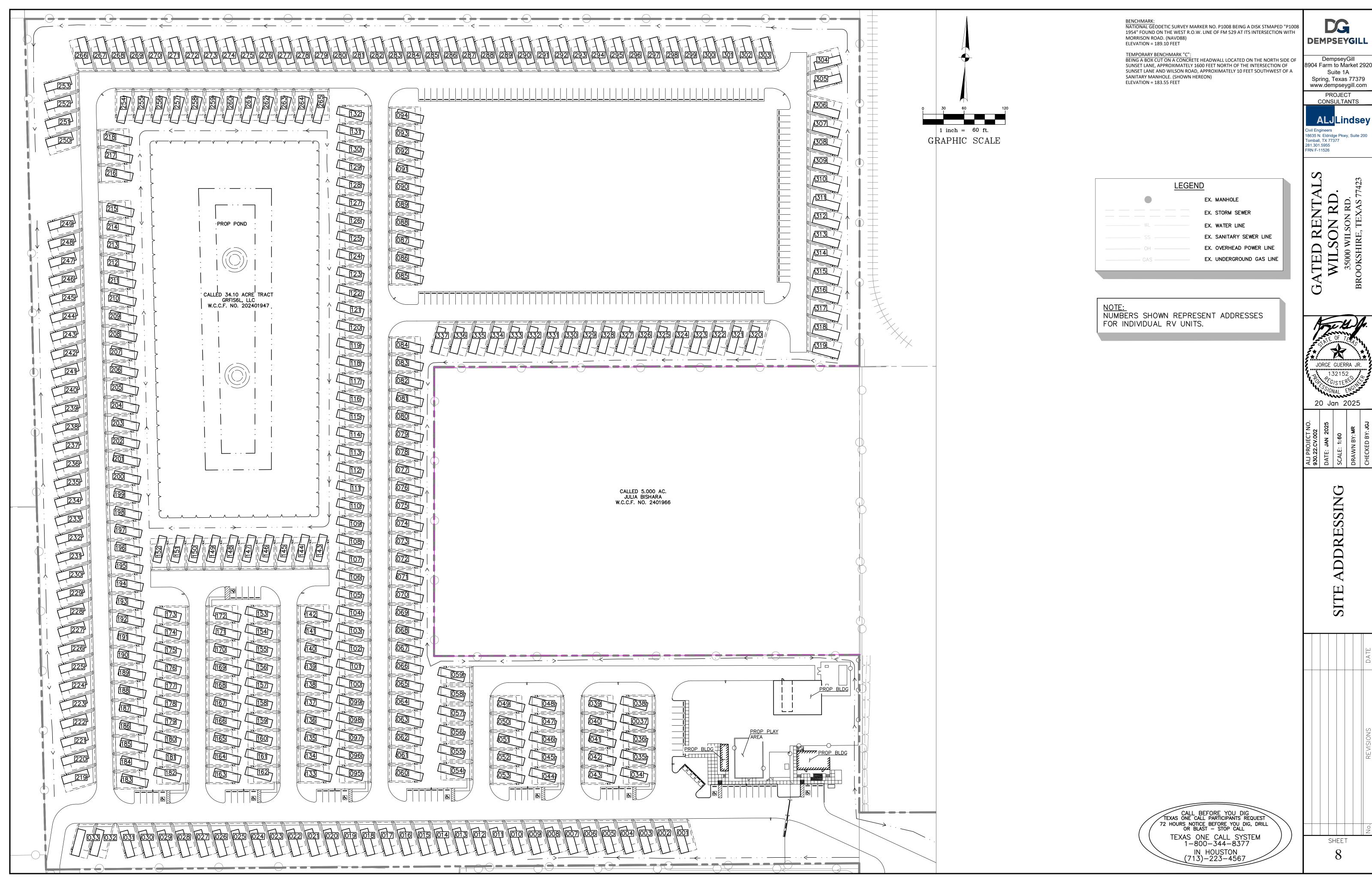
security cameras throughout.

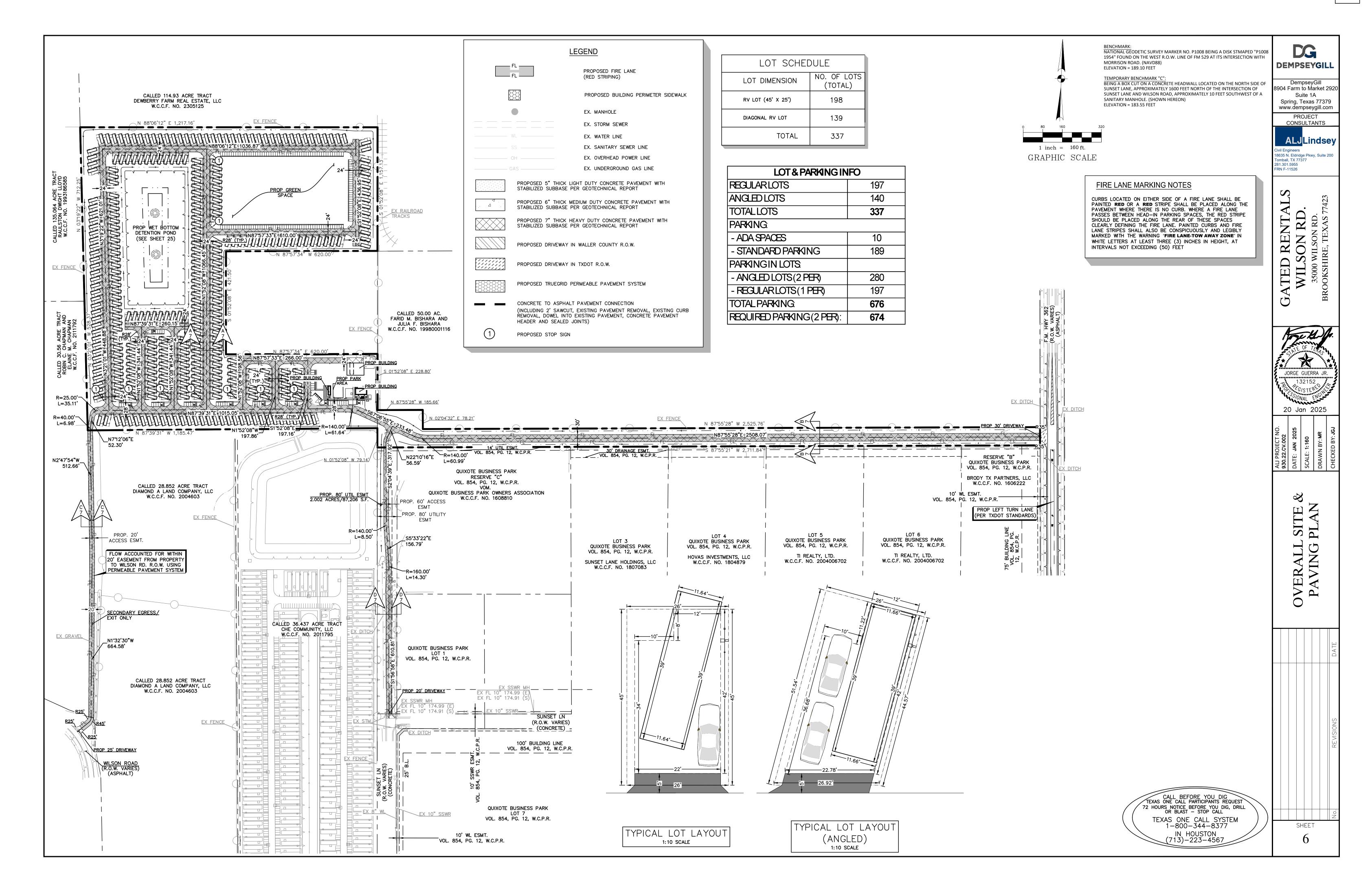
The proposed facility will be professionally operated by Gated Rentals, and offer a well-managed space for both residents &

travelers.

#### **Staff Recommendation**

For IDP Approval





## **WALLER COUNTY**





#### **MEMORANDUM**

**To:** Honorable Commissioners' Court

**Item:** Variance Request – Lucy Magana

Date: February 5, 2025

#### **Background**

Lucy Magana is requesting a variance request to the Waller County Subdivision and Development Regulations regarding platting procedure 3.4.8 Flag lot staff length which is 1,752' more than 960'allowed by regs.

#### **Staff Recommendation**

None



## \*

## **Waller County Road & Bridge Department**

775 Bus 290 E – Hempstead TX 77445 979-826-7670 www.co.waller.tx.us

\$1,000.00 Fee

## NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent

of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.				
The applicant must clearly demonstrate that the variance request rapplicant must also clearly demonstrate that the variance is not de		·	· ·	
Instructions: Complete all fields below. Additional sheets may be in the spaces provided below. Simply stating "see attached" is cons			ses must be included	
PROPERTY OWNER INFORMATION		APPLICANT INFORMA	ATION	
Name: GRFIS6L, LLC,	N	Name: Lucy Magana, Platting Project Manager - Windrose		
Mailing Address: 5599 San Felipe #1510		Mailing Address: 5353 W Sam Houston Parkway N #150		
City, State, Zip: Houston, TX, 77056	C	City, State, Zip: Houston, Tx 77	041	
Email:	E	Email: lucy.magana@windros	seservices.com	
Phone:	_ F	Phone: 713-458-2281		
Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)				
No physical address yet as it is currently vacant land.		270992	5.00	
Address of Property		Property ID #	Acreage	
PLEASE PROVIDE THE FOLLOWING:				
Sketch, drawing, boundary survey or WCAD map noting proposed development				
Copy of Recorded Deed				
VARIANCE REQUEST OVERVIEW & JUSTIFICATION				
Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't				
be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)				
Please see justification letter.				
OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT				
The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information				
provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.				
Lucy Magana Lucy Magana 06/21/2024				
Printed Owner/Applicant Name Signature Owner/Applicant Date				
OFFICE	E USE	E ONLY		
	NOTES			
Approved Denied	ſ			
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Waller County Commissioner Prct 1 2 3 4 Dat	e			
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Waller County Judge Date		# CC	ID#	
OFFICE USE ONLY Payment: Cash Check	4	*** LL	LL / TT	



June 21, 2024

Waller County Engineering 775 US-290 BUS Hempstead, Texas 77445

#### Re: Gated Rentals RV Park Overview

We are requesting a variance to the flag pole length regulation in the Waller County Subdivision regulations.

Variance Requested and explanation:

## Note the specific regulation(s) [Subdivision—Development Regulations REVISED FINAL12-06/2023] to which this variance is being requested.

(Waller County 2.10 Flag Lot) – for the purposes hereof, a key or flag shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this and other applicable regulations of the County and, provided that no portion of any such lot is less than sixty feet (60') in width.

(Waller County 3.4.8) Flag lots, if allowed, shall have a minimum strip of land (Flag staff) width of 60 feet and staff length no longer than 500 feet + 20 feet for each acre greater than 10 acres. No more than two flag lot strips shall be located side by side. The flag lots main body of land cannot be located behind another flag lot.

(Waller County 5.9) The County may determine plats containing "flag lots" to be a detriment to the public interest, welfare and/or safety, and may require internal street construction at the sole discretion of the Commissioners Court.

#### Describe why the County's minimum requirements can't be met

- 1. <u>Shall have a minimum strip of land (Flag staff) width of 60 feet and staff length no longer than 500 feet + 20 feet for each acre greater than 10 acres.</u>
  - a. The length of the pole strip of the flag lot equals to 2,711.84' which exceeds the amount. This requirement cannot be met due to a land swap giving access to the property.
- 2. No more than two flag lot strips shall be located side by side.
  - a. No are no adjacent flag lots.
- 3. Flag lots main body of land cannot be located behind another flag lot.
  - a. There are no adjacent flag lots to the subject tract.

What the proposed deviation will achieve.

The applicant intends to develop a 457 unit RV park, with an amenities area. The site will be accessed through a flag strip fronting FM 362, running West into the park.

The granting of this requested variance will allow for the development of this tract. If no variance is granted, the site would not be able to meet the maximum flag lot length due to adjacent ownership north and south of said strip. The East end of said flag strip fronts F.M. 362 with a width of 74.74 feet, exceeding the minimum frontage width, and allowing access to the development area.

We believe it to be in the interest of both Waller County and the developer to allow this variance to be granted. The tract in question would not have the ability for development otherwise, as it is currently landlocked outside of the flag pole strip.

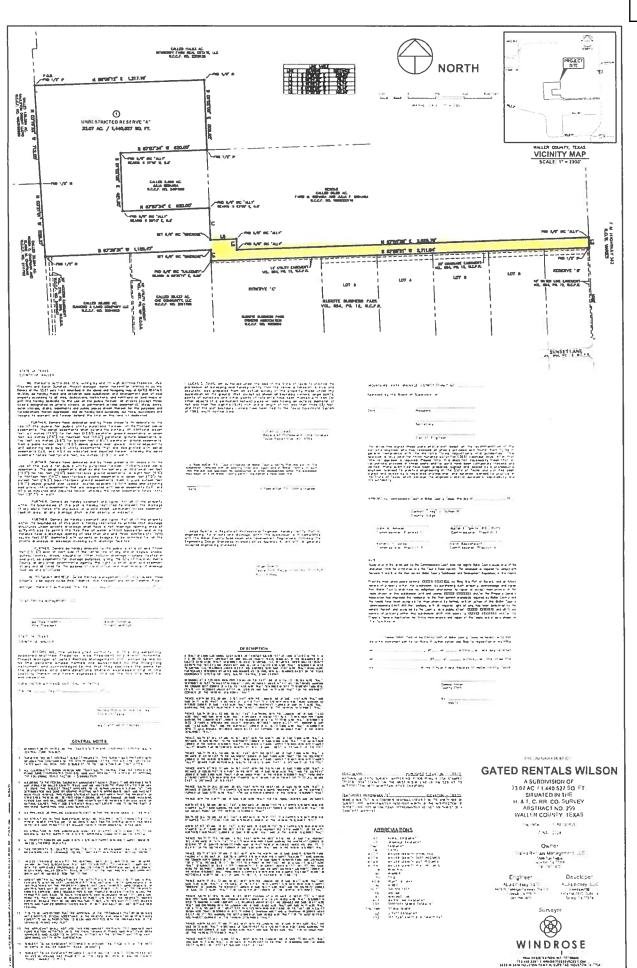
Sincerely,

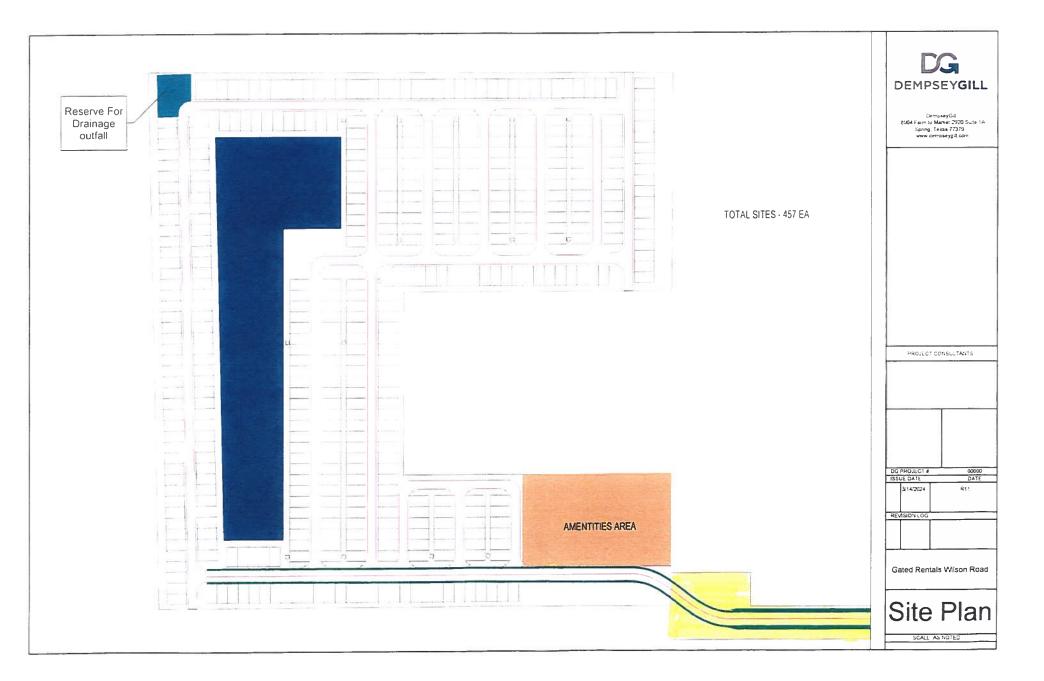
#### Lucy Magana

Platting Project Manageri

lucy.magana@windroseservices.com O: (713) 458-2281 D: (713) 297-8315

WINDROSESERVICES.COM | FIRM REGISTRATION NO. 10108800







Order Form (#Q-85167)(Service Account Number: 303403)

### Renewal - Waller County, TX

Account Rep	Maya Arastuie	Customer	Waller County, TX
Email	mahya.arastuie@smarsh.com	Service Address	836 Austin St
Company	Smarsh Inc.		Hempstead, Texas 77445-4667
Prepared on	9-Dec-2024	Billing Contact	Joan Sargent
Valid until	1-Mar-2025	Contact Phone	9798267707
		Contact Email	treasureroffice@wallercounty.us
Start Date	1-Mar-2025	Technical Contact	Greg Henry
Renewal Date	1-Mar-2026		Greg Henry
Billing Frequency	Annual		
Order Type	Renewal		

Services	Unit Price	Minimum Quantity	Minimum Commitment
Unified		1	
Platform - Professional Archive - SMG	\$ 674.10	1	\$ 674.10
AT&T Mobile Message - Professional Archive Capture	\$ 76.52	40	\$ 3,060.63
Email - Professional Archive Capture	\$ 76.52	386	\$ 29,535.06
Facebook - Professional Archive Capture	\$ 76.52	3	\$ 229.55
Twitter - Professional Archive Capture	\$ 663.40	2	\$ 1,326.80
Verizon - Professional Archive Capture	\$ 76.52	43	\$ 3,290.18
Smarsh Support		1	
Professional Support - Basic		1	
Annual Recurring Service Fees Subtotal			\$ 38,116.32
One-Time Fees Subtotal			\$ 0.00
Total			\$ 38,116.32

Notes

All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com



#### **Terms & Conditions**

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement, (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement"):

#### SERVICE SPECIFIC TERMS

- The Professional Archive Service Specific Terms available at https://www.smarsh.com/legal/SSTProfessionalCloud;
- Mobile Channels Service Specific Terms available at https://www.smarsh.com/legal/SSTMobileChannels;
- Twitter Service Specific Terms available at https://www.smarsh.com/legal/SSTTwitter;

#### TERM

The Term of the Services shall begin on the Start Date set forth above, or if no Start Date is set forth above, the execution date of this Order Form, and shall continue for the Subscription Term specified above. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services shall be subject to the terms of the Agreement.

#### INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") shall be invoiced at the billing frequency set forth on page 1 of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

#### **DATA MANAGEMENT FEES**

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

- Data Imports One-time Fee (25 GB Minimum) \$10/GB thereafter
- Import Data Conversion fees (25 GB Minimum) \$3/GB
- Data Storage Annual \$2.50/GB



#### **Amendment to the Smarsh Service Agreement**

This Amendment ("Amendment") amends the Smarsh Service Agreement located at <a href="https://www.smarsh.com/legal/ServiceAgreement">https://www.smarsh.com/legal/ServiceAgreement</a> between Smarsh Inc. ("Smarsh") and Waller County, TX Client") ("Agreement"). This Amendment is effective as of the date last signed below, or on the date (i) the Client signs the Order Form to which this Amendment is attached. Capitalized terms not defined in this Amendment have the meaning provided in the Agreement.

**WHEREAS**, Client has requested certain modifications to the Agreement, and Smarsh has agreed to such modifications as set forth below;

THEREFORE, Client and Smarsh agree as follows:

- 1) **Conflict.** In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control with respect to the clauses and language modified by this Amendment.
- 2) Section 6.3 of the Agreement is hereby deleted and replaced with the following language:
- **6.3. Renewals & Non-Renewal Limited Term.** The Services that are provided on a recurring basis will not renew automatically for an additional, successive 12-month Service Term. The Services may be renewed by Client for an additional, successive 12-month Service Term (each a "Renewal Term") upon the execution of a renewal Order Form prior to the expiration of the then current Service Term. Smarsh may elect not to renew a Service by providing no less than 30 days written notice to the Client prior to the end of the then current Service Term.
  - 3) Section 7.7 of the Agreement is hereby deleted and replaced with the following language:

**7.7 Taxes.** All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

- 4) Section 8.2 of the Agreement is hereby deleted and replaced with the following language:
- 8.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement ("Agents"); or (iii) pursuant to a public records request under those laws applicable to the Client and only to the extent that such confidential information is not subject to an exemption from such public record request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.
  - 5) Section 11.1 of the Agreement is hereby deleted and replaced with the following language:



- 11.1. Client Indemnification. To the extent permitted by those laws applicable to the Client, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend and indemnify Smarsh, its officers, directors, employees, and agents, from and against all third party claims, losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to (i) Client Data and Client's use of Client Data, (ii) Smarsh's use of Client Data in accordance with this Agreement, and (iii) Client's use of the Services in violation of this Agreement or applicable laws, rules, and regulations. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section; (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.
  - 6) Section 13.5 of the Agreement is hereby deleted and replaced with the following language:
- **13.5. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict/choice of law principles.
  - 7) Section 13.11 of the Agreement is hereby deleted and replaced with the following language:
- **13.11. Amendments.** This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
  - 8) The following language is added to the Agreement as Section 14 SLED Additional Terms.
- **14.1 Insurance**. Smarsh shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, necessary and appropriate to provide the Services under this Agreement. Smarsh agrees to provide, once every 12 months and upon written request by the Client, a summary of Smarsh's insurance coverage for review by the Client. In addition, Smarsh agrees to use commercially reasonable efforts to provide at least 30 days prior written notice of any material adverse changes to Smarsh's insurance coverage.
- 9) Except as otherwise set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. This Amendment, together with the Agreement is the entire agreement between the parties, and supersedes all prior agreements between them, whether written or oral in nature



### **Purchase Order Information**

Client t	o Complete:
Is a Pur	chase Order (PO) required for the purchase of the Services on this Order Form?
[ ].	No
[]	Yes – (Please submit PO to accounting@smarsh.com)
Form forma	ignature by Client and submission to Company, this Order Form shall become legally binding unless Company rejects this Order or any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order ation and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory of the authority to bind Client to this Order Form.
Client a	authorized signature
Ву:	Name:
Date:	Title:

# Waller County Semi-Annual Debt Service

### Aggregate Debt Service Schedule

Date	Principal	Interest	Total D/S	Fiscal D/S
8/15/2024	\$ -	\$ -	\$ -	\$ -
2/15/2025	3,845,000.00	1,485,072.93	5,330,072.93	•
8/15/2025	700,000.00	1,425,948.63	2,125,948.63	7,456,021.56
2/15/2026	3,985,000.00	1,422,203.63	5,407,203.63	, ,
8/15/2026	710,000.00	1,337,341.13	2,047,341.13	7,454,544.75
2/15/2027	4,160,000.00	1,333,542.63	5,493,542.63	
8/15/2027	720,000.00	1,244,736.38	1,964,736.38	7,458,279.00
2/15/2028	4,370,000.00	1,240,884.38	5,610,884.38	
8/15/2028	•	1,147,315.63	1,147,315.63	6,758,200.00
2/15/2029	4,555,000.00	1,147,315.63	5,702,315.63	, .
8/15/2029		1,049,503.13	1,049,503.13	6,751,818.75
2/15/2030	3,710,000.00	1,049,503.13	4,759,503.13	, ,
8/15/2030	•	977,253.13	977,253.13	5,736,756.25
2/15/2031	3,845,000.00	977,253.13	4,822,253.13	, ,
8/15/2031	•	902,228.13	902,228.13	5,724,481.25
2/15/2032	4,000,000.00	902,228.13	4,902,228.13	
8/15/2032	-	822,940.63	822,940.63	5,725,168.75
2/15/2033	4,165,000.00	822,940.63	4,987,940.63	
8/15/2033	•	739,121.88	739,121.88	5,727,062.50
2/15/2034	4,340,000.00	739,121.88	5,079,121.88	
8/15/2034	•	653,884.38	653,884.38	5,733,006.25
2/15/2035	4,505,000.00	653,884.38	5,158,884.38	
8/15/2035	•	564,128.13	564,128.13	5,723,012.50
2/15/2036	4,690,000.00	564,128.13	5,254,128.13	
8/15/2036	-	470,525.00	470,525.00	5,724,653.13
2/15/2037	4,880,000.00	470,525.00	5,350,525.00	
8/15/2037	•	380,450.00	380,450.00	5,730,975.00
2/15/2038	5,060,000.00	380,450.00	5,440,450.00	
8/15/2038	-	286,650.00	286,650.00	5,727,100.00
2/15/2039	2,510,000.00	286,650.00	2,796,650.00	
8/15/2039	-	236,450.00	236,450.00	3,033,100.00
2/15/2040	2,615,000.00	236,450.00	2,851,450.00	
8/15/2040	-	184,150.00	184,150.00	3,035,600.00
2/15/2041	2,725,000.00	184,150.00	2,909,150.00	
8/15/2041	•	129,506.25	129,506.25	3,038,656.25
2/15/2042	2,835,000.00	129,506.25	2,964,506.25	
8/15/2042	-	72,656.25	72,656.25	3,037,162.50
2/15/2043	2,950,000.00	72,656.25	3,022,656.25	
8/15/2043	-	13,500.00	13,500.00	3,036,156.25
2/15/2044	675,000.00	13,500.00	688,500.00	
8/15/2044		-	_	688,500.00
	\$ 76,550,000.00	\$ 26,750,254.68	\$ 103,300,254.68	\$ 103,300,254.68

# WALLER COUNTY, TEXAS Long Term Debt Principal and Interest Payments by Issue Fiscal Year 2025

Bond Series (Debt Service Fund)	February 15th	Payments	August 15th	Payments		Fiscal Year Tot	als	Payable to:
	Principal	Interest	Principal	Interest	Principal	Interest	<b>Total Debt Service</b>	
General Obligation Bonds, Series 2017	420,000	108,700	0	102,400	420,000	211,100	631,100	Amegy
General Obligation Bonds, Series 2018	1,230,000	433,378	0	402,628	1,230,000	836,006	2,066,006	Amegy
Tax Notes, Series 2020	0	11,396	700,000	11,396	700,000	22,791	722,791	JP Morgan Chase
Tax Notes, Series 2022	905,000	65,794	0	53,350	905,000	119,144	1,024,144	Regions Equipment Finance Corp
Certificates of Obligation Bonds, Series 2022	105,000	74,350	0	71,725	105,000	146,075	251,075	Amegy
Certificates of Obligation Bonds, Series 2023	875,000	610,500	0	588,625	875,000	1,199,125	2,074,125	Amegy
General Obligation Bonds, Series 2024	310,000	180,956	0	195,825	310,000	376,781	686,781	Amegy
	3,845,000	1,485,073	700,000	1,425,949	4,545,000	2,911,022	7,456,022	5)

Capital Leases (R&B Fund)

Fiscal Year Totals										
Principal	Interest	Total Debt Service								
0	0	)								



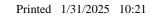
## 22523 Business Node Pay App #27 January 2025 (R0)

Item 33.

#### **APPLICATION AND CERTIFICATION FOR PAYMENT**

7.1. 1. 2.107.1.1011.7.1.12 GZ.1.1.11	10/11/01/11/01/1//			_			
TO OWNER:	PROJECT: Waller Co. Business N	ode	APPLICATION NO:	27		Distribution to:	
Waller County						X	OWNER
						X	ARCHITECT
			PERIOD TO:	31-Jan-25		X	CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT: BSW Architect, Inc.						
SEDALCO, INC.			ARCHITECT'S				
4100 Fossil Creek Blvd.			PROJECT NOS:	Multiple			
Fort Worth, Tx 76137			CONTRACT DATE	6/1/2022			
CONTRACT FOR: New Construction			CONTRACT DATE:	6/1/2022	EVHIDIT & CHAN	GE ORDER SUMM	ADV
CONTRACTOR'S APPLICAT	TION FOR DAVMENT		4. 1. 1 1. 1			down of line 2)	AK1
Application is made for payment, as shown below,		The undersigned Contractor certifies that to the best of the Contractinformation and belief the Work covered by this Application for Pa			<u> </u>		
Continuation Sheet is attached.		completed in accordance with the Contract Documents, that all amount	ounts have been paid by	Date Approved	Description	AMOUNT	PROJECT
		the Contractor for Work for which previous Certificates for Paymer payments received from the Owner, and that current payment show		2/6/2023	EXHIBIT C, AMENDMENT	\$1,315,059.00	Courthouse & Swing Space Design
<ol> <li>ORIGINAL CONTRACT SUM (Exhibit B)</li> <li>Net change by Exhibits</li> </ol>	\$ 1,273,310.00 \$ 41,780,633.00			5/17/2023	EXHIBIT E, AMENDMENT	\$1,825,812.00	Swing Space Construction
2b. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 364,922.39 \$ 43,418,865.39	CONTRACTOR:		8/2/2023	EXHIBIT E, CHANGE ORDER 1	\$122,435.85	Swing Space Construction
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 28,857,243.21	By: Da	ate:	10/4/2023	EXHIBIT E, CHANGE ORDER 2	\$233,968.97	Swing Space Construction
5. RETAINAGE:	042 (25.49		uc.	10/4/2023	EXHIBIT F, AMENDMENT	\$38,639,762.00	Courthouse Construction
a. 5 % of Construction Cost \$ (Column D + E on G703)	943,625.48	State of TEXAS County of Waller Subscribed and sworn to before me this day of			<u> </u>		
b. 5 % of Stored Material \$	0.00	Notary Public:		3/6/2024	EXHIBIT E, CHANGE ORDER 3	\$12,878.13	Swing Space Construction
(Column F on G703) Total Retainage (Lines 5a + 5b or		My Commission expires:		8/21/2024	EXHIBIT E, CHANGE ORDER 4	(\$4,360.56)	Swing Space Construction
Total in Column I of G703)  6. TOTAL EARNED LESS RETAINAGE	\$ 943,625.48 \$ 27,913,617.73	ARCHITECT'S CERTIFICATE FOR PA					
(Line 4 Less Line 5 Total)	\$ 27,913,017.73	comprising the application, the Architect certifies to the Owner that					
7. LESS PREVIOUS CERTIFICATES FOR		Architect's knowledge, information and belief the Work has progre					
PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE	\$ 26,563,077.86 \$ 1,350,539.87	the quality of the Work is in accordance with the Contract Docume is entitled to payment of the AMOUNT CERTIFIED.	ents, and the Contractor				
9. BALANCE TO FINISH, INCLUDING RETAIL							
(Line 3 less Line 6)		AMOUNT CERTIFIED					
CHANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differs from the amount app	plied. Initial all figures on this				
Total changes approved	0.42.140.017.05	Application and on the Continuation Sheet that are changed to cor					
in previous months by Owner	\$42,149,915.95 \$4,360.56	ARCHITECT:					
Total approved this Month	\$0.00	By: Da	ate:				
TOTALS	\$42,149,915.95 <b>\$4,360.56</b>	This Certificate is not negotiable. The AMOUNT CERTIFIED is p Contractor named herein. Issuance, payment and acceptance of pay					
NET CHANGES by Change Order	\$42,145,555.39	prejudice to any rights of the Owner or Contractor under this Contr			2. Net change by Exhibits	\$42,145,555.39	
, ,					& Change Orders	Ψτ2,1τ3,333.37	

					_
Swing Space Design	(Non-Retainage items)	\$0.00	1	\$0.00	
Swing Space General Conditions	s (Non-Retainage items)	\$0.00	1	\$0.00	
Swing Space Constru	action (Retainage items)	\$0.00	0.95	\$0.00	
Swing Sp	pace Released Retainage	\$0.00	1	\$0.00	
Court House Design	(Non-Retainage items)	\$33,026.91	1	\$33,026.91	
Court House General Conditions	s (Non-Retainage items)	\$197,187.34	1	\$197,187.34	Total Design Cost
Court House Constru	action (Retainage items)	\$1,179,290.13	0.95	\$1,120,325.62	Total Construction Cost
	8. CI	URRENT PAYN	MENT DUE	\$1,350,539.87	8. CURRENT PAYMENT DUE



27



### 22523 Business Node Pay App #27 January 2025 (R0)

### AIA DOCUMENT G703 - Computerized

CONTINUATION SHEET

Contractor's signed Certification is attached.

APPLICATION NUMBER: APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

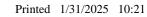
1/1/2025

Use Column I on Contracts where variable retainage for line items may apply.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

PERIOD TO: 1/31/2025 ARCHITECT'S PROJECT NO.: Multiple

Α	В	<u> </u>	С	С	С	С	С	С	D	Е	Е	G		Н	ı
A	<u> </u>				<u> </u>				_	MDI ETED	T MATERIAL C	_	0/		RETAINAGE
	DECODIDATION	EVALUELT D	01111105	EVALUE O	01141105	EXHIBIT E	01141105	EXHIBIT F	WORK CO		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION	EXHIBIT B	CHANGE	EXHIBIT C	CHANGE	SCHEDULED	CHANGE	SCHEDULED	FROM PREV	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
NO.		VALUE	AMOUNT	VALUE	AMOUNT	VALUE	AMOUNT	VALUE	APPLICATIONS		STORED	AND STORED		(C-G)	
									(D+E)		(NOT IN	TO DATE			
											D OR E)	(D+E+F)			
	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
22.0	NEW COURT HOUSE DEGICAL PUBLIC OF THE	o													
	NEW COURTHOUSE DESIGN BUILD SERVICES		207 200 20	057.454.00	0.00	057.454.00	400 040 00	405 400 05	405 400 05	0.00	0.00	405 400 05	4000/	0.00	0.00
23.1A	Courthouse Replacement Design Fees (Prog/SD:		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% 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	33,026.91	0.00	1,089,888.03 495,403.65	60%	0.00 330,269.10	0.00
23.1D 23.2	Courthouse Replacement C.A. Services  Ex. Courthouse Demo Design Fees	0.000	0.00 30,000.00	30,000.00	0.00	0.00 30,000.00	825,672.75 0.00	825,672.75 30,000.00	462,376.74 30,000.00	0.00	0.00	30,000.00	100%	330,269.10	0.00
	Courthouse Demo Design Fees  Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	0.00	0.00	71,249.75	14%	455,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00		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	1,853,382.16	132,384.44	0.00	1,985,766.60	60%	1,323,844.40	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	166,727.68	11,909.12	0.00	178,636.80	60%	119,091.20	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	1,075,506.86	52,893.78	0.00	1,128,400.64	64%	634,725.36	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving (Tucker)	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0%	330,000.00	0.00
25.2	Concrete Sidewalks (Tucker)	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	0.00	0.00	0.00	0.00	0%	70,000.00	0.00
25.3	Earthwork (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	207,332.00	0.00	0.00	207,332.00	85%	36,588.00	10,366.60
	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00		0.00		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% 85%	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		0%	23,935.95	6,781.85
25.10 25.11	Temporary - Vehicular Access & Parking Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	29,650.00 5,000.00	29,650.00 5,000.00	0.00	0.00	0.00	0.00	0%	29,650.00 5,000.00	0.00
25.11	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
	Concrete Work	0.000	0.00	0.00	0.00	0.00	13,000.00	13,000.00	0.00	0.00	0.00	0.00	81%	13,000.00	0.00
	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
	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



27



### 22523 Business Node Pay App #27 January 2025 (R0)

AIA DOCUMENT G703 - Computerized

CONTINUATION SHEET

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.

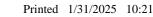
APPLICATION NUMBER:

APPLICATION DATE: 1/1/2025

PERIOD TO: 1/31/2025

ARCHITECT'S PROJECT NO.: Multiple

Α	В	С	С	С	С	С	С	С	D	E	F	G		Н	I
						EXHIBIT E		EXHIBIT F	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION	EXHIBIT B	CHANGE	EXHIBIT C	CHANGE	SCHEDULED	CHANGE	SCHEDULED	FROM PREV	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
NO.		VALUE	AMOUNT	VALUE	AMOUNT	VALUE	AMOUNT	VALUE	APPLICATIONS		STORED	AND STORED		(C-G)	
									(D+E)		(NOT IN	TO DATE		` ,	
									(= : =)		D OR E)	(D+E+F)			
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	,	` ´	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		,	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	233,750.00	16,500.00	0.00		91%	24,750.00	12,512.50
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	191,250.00	0.00			45%	233,750.00	9,562.50
27.0	Masonry						.,	2,222	, , , , , , , , , , , , , , , , , , , ,				66%		
27.1	Mobilization, Submittals, Shop Drawings, & Engin	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	106,840.00	0.00	0.00	106,840.00	100%	0.00	5,342.00
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	185,668.00	0.00			100%	0.00	9,283.40
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	166,650.15	0.00			85%	29,408.85	8,332.51
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	166,650.15	0.00			85%	29,408.85	8,332.51
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	0.00	153,063.20	0.00		40%	229,594.80	7,653.16
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	489,600.00	0.00	0.00		85%	86,400.00	24,480.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	316,800.00	11,520.00	0.00	328,320.00	57%	247,680.00	16,416.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	316,800.00	0.00			55%	259,200.00	15,840.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	607,620.00	0.00	0.00	607,620.00	57%	458,380.00	30,381.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	67,141.00	0.00	0.00	67,141.00	100%	0.00	3,357.05
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	38,175.00	0.00	0.00	38,175.00	100%	0.00	1,908.75
28.0	Metals												100%		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,878,900.00	0.00	0.00	1,878,900.00	100%	0.00	93,945.00
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	576,800.00	0.00	0.00	576,800.00	100%	0.00	28,840.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	59,106.50	29,553.25	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	0.00	25,199.51	0.00	25,199.51	7%	334,793.49	1,259.98
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	0.00	8,079.60	0.00	8,079.60	6%	126,580.40	403.98
29.0	Carpentry & Millwork												43%		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	455,692.50	0.00	0.00	455,692.50	43%	604,057.50	22,784.63
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	0.00	0.00	0.00	0.00	0%	80,567.00	0.00
30.2	Exterior Insulation & Finish System (Pillar)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	98,560.00	0.00	0.00		55%	80,640.00	4,928.00
30.3	Fluid Applied Air Barrier & Sealants (TAG)	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	198,036.60	19,803.66	0.00		66%	112,220.74	10,892.01
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	1,066,061.46	330,846.66	0.00	1,396,908.12	76%	441,128.88	69,845.41
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	138,098.80	0.00	0.00	138,098.80	74%	48,521.20	6,904.94
31.0	Openings														
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000		0.00	0.00	0.00	469,087.00	469,087.00	272,070.46	0.00		272,070.46	58%	197,016.54	13,603.52
31.2	Door, Frame, & Hardware Installation (Himmel's)	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	0.00	0.00			0%	47,298.00	0.00
31.3	Access Doors & Frames	0.000		0.00	0.00	0.00	10,000.00	10,000.00	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			_	_					_	_		77%		
32.1	Shop Drawings & Submittals (TCGC)	0.000		0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00			100%	0.00	1,800.00
32.2	Aluminum Material (TCGC)	0.000		0.00	0.00	0.00	475,000.00	475,000.00	470,250.00	4,750.00			100%	0.00	23,750.00
32.3	Brake Metal (TCGC)	0.000		0.00	0.00	0.00	43,000.00	43,000.00	15,050.00	0.00			35%	27,950.00	752.50
32.4	Curtain wall (TCGC)	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	154,050.00	35,550.00	0.00		80%	47,400.00	9,480.00
32.5	Storefront (TCGC)	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	38,800.00	19,400.00	0.00	58,200.00	60%	38,800.00	2,910.00





### 22523 Business Node Pay App #27 January 2025 (R0)

### AIA DOCUMENT G703 - Computerized

CONTINUATION SHEET 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.

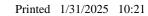
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 27

APPLICATION DATE: 1/1/2025

PERIOD TO: 1/31/2025 ARCHITECT'S PROJECT NO.: Multiple

										•					
Α	В	С	С	С	С	С	С	С	D	E	F	G		Н	
						EXHIBIT E		EXHIBIT F	WORK CC	MPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION	EXHIBIT B	CHANGE	EXHIBIT C	CHANGE	SCHEDULED	CHANGE	SCHEDULED	FROM PREV	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
NO.		VALUE	AMOUNT	VALUE	AMOUNT	VALUE	AMOUNT	VALUE	APPLICATIONS		STORED	AND STORED		(C-G)	1
									(D+E)		(NOT IN	TO DATE		, ,	
									,		D OR E)	(D+E+F)			
32.6	Aluminum Wall caps (TCGC)	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	0.00	0.00	0.00	` ,	0%	8,000.00	0.00
32.7	Transaction Windows (TCGC)	0.000	0.00	0.00	0.00		138,000.00	138,000.00	110,400.00	6,900.00	0.00		85%	20,700.00	5,865.00
32.8	Glass Materials (TCGC)	0.000	0.00	0.00	0.00		272,000.00	272,000.00	272,000.00	0.00	0.00	-	100%	0.00	
32.9	Shadow box (TCGC)	0.000	0.00	0.00	0.00		16,000.00	16,000.00	0.00	0.00	0.00	-	0%	16,000.00	0.00
33.10	Equipment (TCGC)	0.000	0.00	0.00	0.00		76,000.00	76,000.00	15,960.00	22,040.00	0.00	38,000.00	50%	38,000.00	1,900.00
33.11	Caulking (TCGC)	0.000	0.00	0.00	0.00		106,000.00	106,000.00	46,640.00	6,360.00	0.00	53,000.00	50%	53,000.00	2,650.00
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														
33.1	Moisture Mitigation Control (Vector)	0.000	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	1,249,530.24	78,095.64	0.00	1,327,625.88	68%	624,765.12	66,381.29
33.3	Tape & Float (SPD)	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	0.00	0.00	0.00	0.00	0%	110,207.00	0.00
33.4	Wood Blocking (SPD)	0.000	0.00	0.00	0.00		86,100.00	86,100.00	64,575.00	0.00	0.00	64,575.00	75%	21,525.00	3,228.75
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00		146,747.00	146,747.00	0.00	0.00	0.00		0%	146,747.00	
33.6	Stretched-Fabric Ceilings (Marek Brothers)	0.000	0.00	0.00	0.00		80,015.00	80,015.00	0.00	0.00	0.00		0%	80,015.00	
33.7	Ceramic Tile (Level 1) (Camarata)	0.000	0.00	0.00	0.00		158,395.00	158,395.00	0.00	0.00	0.00		0%	158,395.00	0.00
33.8	Ceramic Tile (Level 2) (Camarata)	0.000	0.00	0.00	0.00		104,629.00	104,629.00	0.00	0.00	0.00		0%	104,629.00	0.00
33.9	Ceramic Tile (Level 3) (Camarata)	0.000	0.00	0.00	0.00		25,691.00	25,691.00	0.00	0.00	0.00		0%	25,691.00	0.00
34.10	Ceramic Tile (Level 4) (Camarata)	0.000	0.00	0.00	0.00		114,885.00	114,885.00	0.00	0.00	0.00		0%	114,885.00	0.00
34.11	Epoxy Terrazzo (National Terrazzo)	0.000	0.00	0.00	0.00		210,300.00	210,300.00	0.00	0.00	0.00		0%	210,300.00	0.00
34.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00		51,463.00	51,463.00	25,731.50	0.00	0.00	,	50%	25,731.50	
34.13	Wood Flooring	0.000	0.00	0.00	0.00		50,000.00	50,000.00	0.00	0.00	0.00		0%	50,000.00	
34.14	Resilient & Carpet Flooring	0.000	0.00	0.00	0.00		173,170.00	173,170.00	0.00	0.00	0.00		0%	173,170.00	
34.15	Painting (SPD)	0.000	0.00	0.00	0.00		181,362.50	181,362.50	18,136.25	0.00	0.00	,	10%	163,226.25	
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00		53,637.50	53,637.50	5,363.75	0.00	0.00	5,363.75 0.00	10%	48,273.75	
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	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
34.1	Signage Toilet Accessories	0.000	0.00	0.00	0.00		29,530.00	29,530.00	0.00	0.00	0.00		5% 0%	29,530.00	0.00
	Mobile Storage Shelving	0.000	0.00	0.00	0.00		89,823.00	89,823.00	0.00	0.00	0.00		0%	89,823.00	
	Bird Control Devices	0.000		0.00	0.00		3,450.00	3,450.00			0.00			3,450.00	
	Tackboards & Tackboard Cabinets	0.000	0.00	0.00	0.00		5,000.00	5,000.00	0.00	0.00	0.00			5,000.00	
34.6	Cash Drawer	0.000	0.00	0.00	0.00		5,000.00	5,000.00	0.00	0.00	0.00			5,000.00	
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00		2,000.00	2,000.00	0.00	0.00	0.00		0%	2,000.00	
34.8	Refrigerators	0.000	0.00	0.00	0.00		30,000.00	30,000.00	0.00	0.00	0.00			30,000.00	
	Roller Window Shades	0.000	0.00	0.00	0.00		33,915.00	33,915.00	0.00	0.00	0.00			33,915.00	
35.0	Conveying Systems						1,1 1	,.					- 70	,.	
	Elevators (Otis)	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	284,157.60	118,399.00	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												71%		
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



27



### 22523 Business Node Pay App #27 January 2025 (R0)

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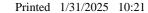
APPLICATION NUMBER:

APPLICATION DATE: 1/1/2025

PERIOD TO: 1/31/2025

ARCHITECT'S PROJECT NO.: Multiple

Α	В	С	С	С	С	С	С	С	D	E	F	G		Н	I
						EXHIBIT E		EXHIBIT F	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION	EXHIBIT B	CHANGE	EXHIBIT C	CHANGE	SCHEDULED	CHANGE	SCHEDULED	FROM PREV	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
NO.		VALUE	AMOUNT	VALUE	AMOUNT	VALUE	AMOUNT	VALUE	APPLICATIONS		STORED	AND STORED		(C-G)	
									(D+E)		(NOT IN	TO DATE			
											D OR E)	(D+E+F)			
37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	147,303.90	0.00	0.00	147,303.90	90%	16,367.10	7,365.20
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	137,816.63	0.00	0.00	137,816.63	97%	4,262.37	6,890.83
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	229,582.59	0.00	0.00	229,582.59	93%	17,280.41	11,479.13
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	27,490.50	5,498.10	0.00		60%	21,992.40	1,649.43
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	50,172.21	0.00			99%	506.79	2,508.61
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	7,606.00	0.00			100%	0.00	380.30
37.9	Fixtures & punch list	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	0.00	0.00			0%	107,044.00	0.00
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	41,360.40	10,340.10	0.00	·	25%	155,101.50	2,585.03
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	12,600.00	27,720.00	0.00	40,320.00	80%	10,080.00	2,016.00
38.0	Mechanical - HVAC												90%		
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		139,661.00	100%	0.00	6,983.05
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	625,746.24	0.00			84%	119,189.76	31,287.31
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	167,725.69	0.00			79%	44,585.31	8,386.28
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			100%	0.00	19,706.00
38.5	RTU's (DerryBerry)	0.000 0.000	0.00	0.00	0.00	0.00	648,172.00 67,300.00	648,172.00 67,300.00	648,172.00 3,365.00	0.00			100%	0.00 63,935.00	32,408.60 168.25
38.6	Testing, Adjusting, & Balancing (DerryBerry)	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	3,300.00	0.00	0.00	3,365.00	5% <b>66%</b>	63,935.00	100.25
39.0 39.01	Electrical Systems  Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	109,782.75	0.00	0.00	109,782.75	75%	36,594.25	5,489.14
39.01	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	150,200.25	0.00			75%	50,066.75	7,510.01
39.02	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	317,969.70	0.00		317,969.70	85%	56,112.30	15,898.49
39.03	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	128,712.10	70,206.60	0.00		85%	35,103.30	9,945.94
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	258,633.90	57,474.20	0.00		55%	258,633.90	15,805.41
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	60,808.80	0.00	0.00		40%	91,213.20	3,040.44
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	98,355.20	12,294.40	0.00		45%	135,238.40	5,532.48
40.0	Low Voltage Systems									, , ,			35%		,,,,,,
40.1	Communications	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	0.00	0.00	0.00	0.00		272,267.00	0.00
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	45,919.80	32,143.86	0.00		17%	381,134.34	3,903.18
40.3	Access Control & Video Management Systems (E	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	337,868.64	0.00		337,868.64	72%	131,393.36	16,893.43
41.0	Life Safety Systems														
	Fire Alarm (Kauffman)	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	27,717.90	11,879.10	0.00	39,597.00	50%	39,597.00	1,979.85
42.0	Allowances & Contingencies												28%		
	Remaining Owner Contingency	0.000		0.00	0.00	0.00	357,393.65	357,393.65					0%	357,393.65	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			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	0.00					20,333.00	0.00
42.03	ALLW #10 Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	530.00	0.00			10%	4,770.00	26.50
42.04	ALLW #11 ASI #1 - Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	12,270.00	0.00			100%	0.00	
42.05	ALLW #15 RFI #70 - Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	0.00	0.00				43,723.00	0.00
42.06	ALLW #16 Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	36,555.52	0.00			64%	20,562.48	1,827.78
42.07	ALLW #17 ASI #2 Roller Shades & Deal Trays	0.000	0.00	0.00	0.00	0.00	5,618.00	5,618.00	5,618.00	0.00			100%	0.00	280.90
42.08	ALLW #18 RFI #67 Restroom Buildout	0.000	0.00	0.00	0.00	0.00	101,304.00	101,304.00	0.00	0.00				101,304.00	0.00
42.09	ALLW #20 RFI #60- Add redundancy fiber condu	0.000	0.00	0.00	0.00	0.00	37,600.00	37,600.00	18,800.00	0.00	0.00	18,800.00	50%	18,800.00	940.00





### 22523 Business Node Pay App #27 January 2025 (R0)

#### AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

CONTINUATION SHEET

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:

APPLICATION DATE: 1/1/2025

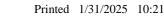
PERIOD TO:

1/31/2025 ARCHITECT'S PROJECT NO .: Multiple

Item 33.

27

C D G Α **EXHIBIT E EXHIBIT F** WORK COMPLETED MATERIALS TOTAL **BALANCE** RETAINAGE ITEM DESCRIPTION **EXHIBIT B** CHANGE **EXHIBIT C** CHANGE **SCHEDULED** CHANGE **SCHEDULED** FROM PREV THIS PERIOD PRESENTLY **COMPLETED** (G/C)TO FINISH NO. VALUE **AMOUNT** VALUE **AMOUNT** VALUE **AMOUNT** VALUE APPLICATIONS **STORED** AND STORED (C-G)(D+E)(NOT IN TO DATE D OR E) (D+E+F)209,150.00 ALLW #25 ASI #3 Ground Transformer 0.00 0.00 209,150.00 209,150.00 209,150.0 10,457.50 42.10 0.000 0.00 0.00 0.00 0.00 100% 0.00 100% 0.00 36,000.00 36,000.00 30,600.0 5,400.00 42.11 ALLW #25.1 ASI #3 Owner's Contingency Items 0.000 0.00 0.00 0.00 0.00 36,000.0 0.00 1,800.00 0.000 0.00 0.00 0.00 0.00 4,153.68 4,153.68 4,153.68 0.00 0.00 4,153.6 100% 207.68 ALLW #26 Added Tstats at Community Center 0.00 ALLW #29 ASI #5 Added terrazzo county seal 0.000 0.00 0.00 0.00 0.00 32.015.00 32.015.00 11,205.2 4.802.25 0.00 16.007.5 50% 16.007.50 800.38 60% 0.000 0.00 0.00 0.00 0.00 101,547.00 101,547.00 60,928.2 0.00 0.00 60,928.2 40,618.80 3,046.41 42.14 ALLW#040 ASI#7 Emergency Outlet Locations 42.15 ALLW #41 RFI 141 Access controls 0.000 0.00 0.00 0.00 0.00 2.880.60 2.880.60 0.00 0.00 0.00 0% 2.880.60 0.00 42.16 ALLW#43 RFI 146 Elevator Controls 0.000 0.00 0.00 0.00 0.00 30,228.00 30,228.00 15,114.00 15,114.00 0.00 30,228.00 100% 0.00 1,511.40 ALLW#44 RFI #147 Gen monitoring 0.00 0.00 0% 42.17 0.000 0.00 0.00 11.452.87 11.452.87 0.00 0.00 0.00 0.00 11.452.87 0.00 42.18 ALLW#054 Stained Glass 0.000 0.00 0.00 0.00 0.00 170,140.00 170,140.00 0.00 0.00 0.00 0.00 0% 170,140.00 0.00 42.19 ALLW#057 RFI 109 Tax Accessor Teller Window 0.000 0.00 0.00 0.00 0.00 8.085.84 8.085.84 0.00 0.00 0.00 0.00 0% 8.085.84 0.00 0.00 0.00 0.00 0.00 45,432.82 45,432.82 0.00 0.00 0.00 0.00 0% 45,432.82 0.00 42.20 0.000 ALLW#058 RFI 183 Modification to Cupola Main ALLW#059 Water line Exploration 0.00 0.00 0.000 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0% 0.00 0.00 42.22 ALLW#060 RFI 148 Water Meter @ Community 0.000 0.00 0.00 0.00 0.00 2,650.40 2,650.40 0.00 0.00 0.00 0.00 0% 2,650.40 0.00 0.000 0.00 0.00 0.00 0.00 0.00 0.00 0% 0.00 42.23 ALLW#066 RFI #150 Added Outlets for 4th floor 0.00 2,597.00 2.597.00 0.00 2,597.00 0.00 0% 42.24 0.000 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 42.25 0.000 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0% 0.00 0.00 42.26 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 0.000 0.00 0.00 0.00 0.00 395,561.39 395,561.39 0.00 0.00 0.00 0.00 0% 395,561.39 0.00 Remaining Design/Builder Contingency 0.00 0.00 0.00 1,288.00 0.00 1,288.00 100% 42.50 ALLW #21 RFI #42 - Lobby Window Discrepanc 0.000 0.00 1,288.00 1,288.00 0.00 0.00 64.40 3,100.75 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% 42.51 0.00 0.00 0.00 0.00 0.00 100% 42.52 ALLW #23 ASI #3 oil separator & roof drains cha 0.000 0.00 52,023.00 52,023.00 52,023.00 0.00 52,023.0 0.00 2,601.15 38,216.00 0.00 100% 1,910.80 ALLW #24 RFI #27 - Door Hardware Changes 0.000 0.00 0.00 0.00 0.00 38,216.00 38,216.00 0.00 38,216.0 0.00 0.000 0.00 0.00 0.00 0.00 34.623.00 34.623.00 0.00 0.00 0.00 0% 34.623.00 ALLW #27 ASI #4 Add wood trim around column 0.00 0.00 0.00 46,598.28 0.00 23,299.1 50% 42.55 ALLW #28 ASI #5 Enlarged Site Ramps 0.000 0.00 0.00 0.00 46,598.28 23,299.1 0.00 23,299.14 1,164.96 42.56 ALLW #31 RFI #91 VAV Clarification 0.000 0.00 0.00 0.00 0.00 6,479.96 6,479.96 0.00 0.00 100% 0.00 324.00 42.57 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 0.000 0.00 0.00 0.00 0.00 8,720.00 0.00 0.00 8,720.0 100% 0.00 42.58 ALLW #33 Temp sidewalks 8,720.00 8,720.00 436.00 42.59 ALLW #034 Stars on the railings 0.000 0.00 0.00 0.00 0.00 24.235.00 24.235.00 0.00 0.00 0% 24.235.00 0.00 0.00 42.60 ALLW #035 ASI #6 0.000 0.00 0.00 0.00 0.00 -6,444.75 -6.444.75 -6,444.7 0.00 0.00 -6.444.7 100% 0.00 -322.24 0.00 0.00 15,748.00 15,748.00 0.00 15,748.00 100% ALLW #037 RFI #104 Added Dowels & Rebar 0.000 0.00 0.00 15,748.00 0.00 0.00 42.61 787.40 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 ALLW#042 RFI 118 Change to continuous hinge 42.63 0.000 0.00 0.00 0.00 0.00 3,864.00 3.864.00 0.00 0.00 0.00 0.00 0% 3.864.00 0.00 22,243.59 0.000 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0% 22,243.59 0.00 42.64 ALLW 45 RFI 162 Plumbing Chase and Ductwo 22,243.59 42.65 ALLW 46 RFI 140 Millwork, Handrail, Steel Conf 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 42.66 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 42.67 ALLW 49 RFI 160 VAV 3-09 0.000 0.00 0.00 0.00 0.00 9,437.97 9.437.97 0.00 0.00 0.00 0.00 0% 9,437.97 0.00 2,944.00 100% 42.68 ALLW 50 RFI 121 Vault Door Specification 0.000 0.00 0.00 0.00 0.00 2,944.00 2,944.00 0.00 0.00 2,944.00 0.00 147.20 42.69 ALLW 51 Custom Caulk Color 0.000 0.00 0.00 0.00 0.00 6,491.52 6,491.52 0.00 0.00 0.00 0% 6,491.52 0.00 0.000 0.00 0.00 0.00 0.00 9.788.28 9.788.28 0.00 0.00 0.00 0.00 0% 9.788.28 0.00 42.70 ALLW 52 RFI 177 GFRC Caulk Joint 42.71 0.00 0.00 0.00 0.00 15,188.00 0.00 0.00 0.00 0% 15,188.00 0.00 ALLW 53 RFI 172 Power To Flush Valves 0.000 15,188.00 0.00 0.00 0.00 0.00 0.00 20.284.00 20.284.00 0.00 20.284.00 0.00 20.284.00 100% 1.014.20 ALLW 55 RFI 155 Stained Glass Dimension Cha 0.000 0.00 ALLW 56 RFI 176 Cupola Lintel at Wrong Elevat 0.000 0.00 0.00 0.00 0.00 17,129.00 17,129.00 0.00 17,129.00 0.00 17,129.00 100% 0.00 856.45





### 22523 Business Node Pay App #27 January 2025 (R0)

AIA DOCUMENT G703 - Computerized

### CONTINUATION SHEET

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: 27 APPLICATION DATE: 1/1/2025

Item 33.

PERIOD TO:

1/31/2025 ARCHITECT'S PROJECT NO.: Multiple

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A	В	C	U	С	С		С			E	Г	G			
						EXHIBIT E		EXHIBIT F	WORK CC	MPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION	EXHIBIT B	CHANGE	EXHIBIT C	CHANGE	SCHEDULED	CHANGE	SCHEDULED	FROM PREV	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
NO.		VALUE	AMOUNT	VALUE	AMOUNT	VALUE	AMOUNT	VALUE	APPLICATIONS		STORED	AND STORED		(C-G)	
									(D+E)		(NOT IN	TO DATE			
											D OR E)	(D+E+F)			
42.74	ALLW 061 RFI 173 Exhaust Fan Missing Circuit	0.000	0.00	0.00	0.00	0.00	9,051.00	9,051.00	0.00	0.00	0.00	0.00	0%	9,051.00	0.00
42.75		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
42.76		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining County Seal Allowance	0.000	0.00	0.00	0.00	0.00	14,012.00	14,012.00	0.00	0.00	0.00	0.00	0%	14,012.00	0.00
42.101	ALLW #30 County Seal, Cast Bronze	0.000	0.00	0.00	0.00	0.00	35,988.00	35,988.00	0.00	0.00	0.00	0.00	0%	35,988.00	0.00
42.110	Asbestos Abatement Allowance	0.000	0.00	0.00	0.00	0.00	50,223.00	50,223.00	0.00	0.00	0.00	0.00	0%	50,223.00	0.00
42.111	ALLW #01 Abatement of roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	723.50
42.112	ALLW #12 - Additional Air Monitoring	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.113	ALLW #19 - Owner Notification Fee	0.000	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	165.35
42.114		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Existing Foundation Conflict	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00		0.00	0.00	0.00		25,000.00	0.00
42.121		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Overhead Support for Cleaning	0.000	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00
42.131	ALLW#058 RFI 183 Modification to Cupola Mainte	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0%	20,000.00	0.00
	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		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		-6,400.00	0.00
42.151	ALLW #3 Contract Decorative Bollards	0.000	0.00	0.00	0.00	0.00	29,400.00	29,400.00	14,700.00	0.00	0.00	14,700.00	50%	14,700.00	735.00
	Remaining Permit Comment	0.000	0.00	0.00	0.00	0.00	59,053.00	59,053.00		0.00	0.00	0.00		59,053.00	0.00
42.161	ALLW #13 = ASI 1 Changes per City (Civil)	0.000	0.00	0.00	0.00	0.00	40,947.00	40,947.00	33,576.54	0.00	0.00	33,576.54	82%	7,370.46	1,678.83
42.162		0.000	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0%	0.00	0.00
	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	0.00
42.171	Contract Reallocate, store, maintain, and replant	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	250.00
	Remaining Water Meter / Backflow	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00		25,000.00	0.00
42.181		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Paving repairs Allowance	0.000	0.00	0.00	0.00	0.00	213,050.00	213,050.00	0.00	0.00	0.00	0.00		213,050.00	0.00
42.191		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining DAS / ERRCS Allowance	0.000	0.00	0.00	0.00	0.00	1,090.00	1,090.00		0.00	0.00	0.00		1,090.00	0.00
42.201	ASI 9 RFI #139 ERRCS (DAS)	0.000	0.00	0.00	0.00	0.00	48,910.00	48,910.00	0.00	0.00	0.00	0.00	0%	48,910.00	0.00
	Remaining DAS / Cellular System	0.000	0.00	0.00	0.00	0.00	76,950.00	76,950.00	0.00	0.00	0.00	0.00		76,950.00	0.00
42.201	ASI 9 RFI #139 Cellular (DAS)	0.000	0.00	0.00	0.00	0.00	108,321.00	108,321.00	0.00	0.00	0.00	0.00	0%	108,321.00	0.00
43.0	Change Orders to Exhibit F														
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	25,072,473.44	1,409,504.38	0.00	26,481,977.82	65%	14,561,622.18	943,625.48
	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	27,447,738.83	1,409,504.38	0.00	28,857,243.21	66%	14,561,622.18	943,625.48

# SEDALCO CONSTRUCTION SERVICES

# **Waller County Design Build Overview**

Date: 1/31/2025													
	Original Contract Amount In	Amount Added In	Amount Added In	Amount Added In	Amount Added In	Amount Added In Exhibit E	Amount Added In Exhibit E	Amount Added In	Amount Added In	Amount Added In Exhibit E	Amount Added In Exhibit E	Amount Added In	Total Through Exhibit H
Description	Exhibit A	Exhibit B	Exhibit C	Exhibit D	Exhibit E	Change Order # 001	Change Order # 002	Exhibit F	Exhibit G	Change Order # 003	Change Order # 004	Exhibit H	
	5/12/2021	5/2/2022	2/6/2023	4/26/2023	5/17/2023	8/2/2023	9/18/2023	10/4/2023	11/17/2023	3/6/2024	8/21/2024	12/11/2024	
Programming, Pre-Schematic, & Assessments													
Programming, Pre-Schematic, & Assessments Costs	<u>\$358,353.62</u>	<u>\$0.00</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>
PROGRAMMING & ASSESSMENTS TOTAL	\$358,353.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$358,353.62
Maintenance Node													
Maintenance Node Design Services	\$0.00	\$970,500.00	(\$114,476.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$856,024.00
Maintenance Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
•													
Maintenance Node Total	\$0.00	\$970,500.00	(\$114,476.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$856,024.00
BUSINESS NODE													
Courthouse Design Services	\$0.00	\$1,273,310.00	\$1,130,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,403,838.00
Courthouse Construction Costs	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$38,639,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Courthouse Total	\$0.00	\$1,273,310.00	\$1,130,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,639,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,043,600.00
Swing Space Design Services	\$0.00	\$0.00	\$184,531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184,531.00
Swing Space Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$1,825,812.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,825,812.00
Swing Space Change Order # 001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,435.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,435.85
Swing Space Change Order # 002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$233,968.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$233,968.97
Swing Space Change Order # 003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,878.13	\$0.00	\$0.00	\$12,878.13
Swing Space Change Order # 004	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,360.56)	\$0.00	<u>(\$4,360.56)</u>
Swing Space Total	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$184,531.00</u>	<i>\$0.00</i>	<u>\$1,825,812.00</u>	<i>\$122,435.85</i>	<u>\$233,968.97</u>	<u>\$0.00</u>	<i>\$0.00</i>	<i>\$12,878.13</i>	<u>(\$4,360.56)</u>	<u>\$0.00</u>	<u>\$2,375,265.39</u>
Business Node Totals	\$0.00	\$1,273,310.00	\$1,315,059.00	\$0.00	\$1,825,812.00	<b>\$122,435.85</b>	\$233,968.97	\$38,639,762.00	\$0.00	\$12,878.13	(\$4,360.56)	\$0.00	\$43,418,865.39
Judicial Node													
Justice Tower Design Services	\$0.00	\$3,572,550.00	\$2,015,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,588,327.00
Justin Tower Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Judicial Node Total	\$0.00	\$3,572,550.00	\$2,015,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,588,327.00
Macerator, Hoist, & Valve													
Macerator, Hoist, & Valve Design Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Macerator, Hoist, & Valve Construction Costs	\$0.00	\$0.00	\$0.00	\$264,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,316.00
Macerator, Hoist, & Valve Totals	\$0.00	\$0.00	\$0.00	\$264,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,316.00
506 Upgrades & Modular Building													
506 Upgrades & Modular Building Design Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,921.00	\$0.00	\$0.00	\$0.00	\$230,921.00
506 Upgrades & Modular Building Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,053,707.00	\$4,053,707.00
506 Upgrades & Modular Building Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,921.00	\$0.00	\$0.00	\$4,053,707.00	\$4,284,628.00
	·	AF 04 6 3 6 2 6 5	·	1264 246 25	44 007 047 05	4422 427 27	·	·		·	·	. ,	
Design Build Contract Total	\$358,353.62	\$5,816,360.00	\$3,216,360.00	\$264,316.00	\$1,825,812.00	<b>\$122,435.85</b>	\$233,968.97	\$38,639,762.00	<b>\$230,921.00</b>	\$12,878.13	(\$4,360.56)	\$4,053,707.00	\$54,770,514.01

APPL	ICATION AND CER	RTIFICATE FO	OR PAYMENT	Invoice #: 12647				
To Owner:	Waller County 836 Austin Street, Suite 103		23543. Waller County 506 Modular Building	Owner				
	Hempstead, TX 77445			Period To: 1/31/2025 Architect Contractor				
From Cont	ractor: SEDALCO, INC. 4100 Fossil Creek Blvd. Fort Worth, TX 76137 or: New Construction	Via Architect:	Brinkley Sargent Wigir	Project Nos: 22108.04  Contract Date: 11/7/2023				
	RACTOR'S APPLICA	TION EOD DAY	MENT					
Applicatio	n is made for payment, as shown below, in Sheet is attached.			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				
2. Net 0 3. Cont	nal Contract Sum Change By Change Order ract Sum To Date Completed and Stored To Date		\$230,921.00 \$3,822,786.00 \$4,053,707.00 \$532,602.19	herein is now due.  CONTRACTOR: SEDALCO, INC.  By:				
b. 0.	inage: 18% of Completed Work 100% of Stored Material tal Retainage	\$16,961.96 \$0.00	\$46.064.06	State of: TCHUS Subscribed and sworn to before me this 24th Notary Public: Harming Cutton My Commission expires: 12174127				
	Earned Less Retainage		\$16,961.96 \$515,640.23	ARCHITECT'S CERTIFICATE FOR PAYMEN In accordance with the Contract Documents, based on the site of says client specifies the Architect Payment in the payment of the paymen				
	Previous Certificates For Payment Payment Due		\$359,626.81 \$156,013.42	comprising the above application, the Architect certifies to 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.				
9. Balar	nce To Finish, Plus Retainage .		\$3,538,066.77	AMOUNT CERTIFIED \$156,013.42				
CHANG	E ODDED OLIMANA DV	A 1 199		(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.)				
Total ch	E ORDER SUMMARY anges approved ous months by Owner	Additions	Deductions	ADCHITECT.				
	proved this Month	\$3,822,786.00 \$0.00	\$0.00 \$0.00	ARCHITECT:         Date:				
	TOTALS	\$3,822,786.00	\$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without				
Net Ch	nanges By Change Order	\$3,822,786.00		prejudice to any rights of the Owner or Contractor under this Contract.				
	Modular Build	ding Design - Not S	ubject to Retainage	\$11,354.00				
Mo	dular Building Design General	Conditions - Not S	Subject to Retainage	\$0.00				
	Modular Build	<u> </u>	ubject to Retainage	\$152,273.07				
			Retainage Withheld	\$7,613.65				

\$156,013.42

Amount Certified (Payment Due)

#### AIA DOCUMENT G703 - Computerized

#### **CONTINUATION SHEET**

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: 11
APPLICATION DATE: 31-Jan-25
PERIOD TO: 31-Jan-25

ARCHITECT'S PROJECT NO.: 22108.04

Α	В		С		D	E	F	G		Н	I
					WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION	SCHEDULED	CHANGE	EXHIBIT H	FROM PREV	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
NO.		VALUE	AMOUNT	VALUE	APPLICATIONS		STORED	AND STORED	` ,	(C-G)	
		***************************************	7 0 0 1 1 1	***************************************	(D+E)		(NOT IN	TO DATE		(0 0)	
					(D · L)		D OR E)	(D+E+F)			
1	Waller County 506 Upgrades & Modular Building Desi	gn					D OK E)	(DTETT)			
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	164,587.50	11,354.00		175,941.50	86%	222,130.50	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	300.45	0.00		300.45	3%	9.699.55	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7.500.00	7.500.00	0.00		7.500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses	0,021.00	0.00	0,021.00	0,021.00	0.00		0,021.00	10070	0.00	0.00
2.1	General Conditions	0.00	742,947.00	742,947.00	81,724.17	81,724.17		163,448.34	22%	579,498.66	8172.42
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	5.552.00	31,461.00		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	20,000.00	20,000.00		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	0.00	19,087.90		19,087.90	13%	127,742.10	954.40
3	Civil & Site Improvements		,	,		10,007,000		75,551.155	14.1	,	
3.1	SWPPP	0.00	16,510.00	16,510.00	0.00	0.00		0.00	0%	16,510.00	0.00
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	0.00	0.00		0.00	0%	31,920.00	0.00
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	0.00	0.00		0.00	0%	109,990.00	0.00
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	0.00	0.00		0.00	0%	120,600.00	0.00
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	0.00	0.00		0.00	0%	81,978.00	0.00
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	0.00	0.00		0.00	0%	221,440.00	0.00
3.9	Asphalt - Justice Center	0.00	196,660.00	196,660.00	0.00	0.00		0.00	0%	196,660.00	0.00
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	0.00		0.00	0%	8,610.00	0.00
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	0.00	0.00		0.00	0%	5,230.00	0.00
4	Permanent Fencing		·	·							
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	0.00	0.00		0.00	0%	19,686.00	0.00
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	0.00	0.00		0.00	0%	45,934.00	0.00
5	Modular Building Accessories		·	·							
5.1	Wood Stairs & Ramps - Joe Kuciemba	0.00	13,075.00	13,075.00	0.00	0.00		0.00	0%	13,075.00	0.00
5.2	Wood Stairs & Ramps - Justice Center	0.00	39,223.00	39,223.00	0.00	0.00		0.00	0%	39,223.00	0.00
5.3	Canopies - Joe Kuciemba	0.00	13,075.00	13,075.00	0.00	0.00		0.00	0%	13,075.00	0.00
5.4	Canopies - Justice Center	0.00	26,149.00	26,149.00	0.00	0.00		0.00	0%	26,149.00	0.00
5.5	Privacy Fencing - Joe Kuciemba	0.00	65,372.00	65,372.00	0.00	0.00		0.00	0%	65,372.00	0.00
5.6	Privacy Fencing - Justice Center	0.00	104,595.00	104,595.00	0.00	0.00		0.00	0%	104,595.00	0.00
5.7	Concrete Foundation Design	0.00	7,500.00	7,500.00	0.00	0.00		0.00	0%	7,500.00	0.00
6	Roofing										
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	0.00	0.00		0.00	0%	20,898.00	0.00
7	Doors and Hardware										
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	0.00	0.00		0.00	0%	3,750.00	0.00
8	Glass & Glazing										
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	0.00	0.00		0.00	0%	44,800.00	0.00
8.2	Window Film	0.00	7,500.00	7,500.00	0.00	0.00		0.00	0%	7,500.00	0.00
9	Finishes										
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	0.00	0.00		0.00	0%	26,003.00	0.00

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#### AIA DOCUMENT G703 - Computerized

#### **CONTINUATION SHEET**

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: 11

APPLICATION DATE: 31-Jan-25

PERIOD TO: 31-Jan-25

ARCHITECT'S PROJECT NO.: 22108.04

Α	В		С		D	Е	F	G		Н	I
					WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION	SCHEDULED	CHANGE	EXHIBIT H	FROM PREV	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
NO.		VALUE	AMOUNT	VALUE	APPLICATIONS		STORED	AND STORED	, ,	(C-G)	
		***************************************	7	***************************************	(D+E)		(NOT IN	TO DATE		(0 0)	
					(B · E)		D OR E)	(D+E+F)			
9.2	Acoustical Ceilings & Linear Metal Ceilngs	0.00	46,274.00	46,274.00	0.00	0.00		0.00	0%	46,274.00	0.00
9.3	Painting	0.00	8,950.00	8,950.00	0.00	0.00		0.00	0%	8,950.00	0.00
9.4	Floor Protection	0.00	15,000.00	15,000.00	0.00	0.00		0.00	0%	15,000.00	0.00
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	0.00	0.00		0.00	0%	32,888.00	0.00
10	Plumbing										
10.1	Plumbing - Joe Kuciemba	0.00	21,420.00	21,420.00	0.00	0.00		0.00	0%	21,420.00	0.00
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	0.00	0.00		0.00	0%	39,780.00	0.00
11	Mechanical (HVAC)										
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	0.00	0.00		0.00	0%	5,000.00	0.00
11.2	Equipment - Material	0.00	111,700.00	111,700.00	0.00	0.00		0.00	0%	111,700.00	0.00
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	0.00	0.00		0.00	0%	54,600.00	0.00
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	0.00	0.00		0.00	0%	81,150.00	0.00
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	0.00	0.00		0.00	0%	27,050.00	0.00
11.6	Test and Balance	0.00	4,034.00	4,034.00	0.00	0.00		0.00	0%	4,034.00	0.00
12	Electrical										
12.1	Electrical - Joe Kuciemba	0.00	76,566.00	76,566.00	0.00	0.00		0.00	0%	76,566.00	0.00
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	0.00	0.00		0.00	0%	214,386.00	0.00
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	0.00	0.00		0.00	0%	15,313.00	0.00
13	Access Control										
13.1	Access Control - Joe Kuciemba	0.00	17,435.00	17,435.00	0.00	0.00		0.00	0%	17,435.00	0.00
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	0.00	0.00		0.00	0%	40,683.00	0.00
14	Allowances & Contigencies										
14.1	Owner's Contingency	0.00	129,969.00	129,969.00	0.00	0.00		0.00	0%	129,969.00	0.00
14.2	Design-Builder Contingency	0.00	97,477.00	97,477.00	0.00	0.00		0.00	0%	97,477.00	0.00
14.3	Allw #1 - Fire Alarm System - Kuciemba Mods.	0.00	15,000.00	15,000.00	0.00	0.00		0.00	0%	15,000.00	0.00
14.4	Allw #2 - Fire Alarm System - Justice Center Mods.	0.00	20,000.00	20,000.00	0.00	0.00		0.00	0%	20,000.00	0.00
14.5	Allw #3 - Misc. Signage	0.00	5,000.00	5,000.00	0.00	0.00		0.00	0%	5,000.00	0.00
14.5	Allw #4 - Data at Modulars	0.00	25,000.00	25,000.00	0.00	0.00		0.00	0%	25,000.00	0.00
14.7	Allw #5 - Concrete Foundation Design Change	0.00	30,000.00	30,000.00	0.00	0.00		0.00	0%	30,000.00	0.00
14.8	Allw #6 - Landscaping	0.00	25,000.00	25,000.00	0.00	0.00		0.00	0%	25,000.00	0.00
14.9	Allw #7 - Test and Balance	0.00	10,000.00	10,000.00	0.00	0.00		0.00	0%	10,000.00	0.00
14.10	Allw #8 - Unkwn. City Permit Comments	0.00	100,000.00	100,000.00	0.00	0.00		0.00	0%	100,000.00	0.00
	Contract Total	230,921.00	3,822,786.00	4,053,707.00	368,975.12	163,627.07	0.00	532,602.19	13%	3,521,104.81	16961.96

1



BOXX Modular Inc.

6811 Gant Road Houston, TX 77066 USA

Tel: 281-213-8232

Fax: 281-213-8233

INVOICE

**ORIGINAL** 

Invoice To:

County of Waller 425 FM 1488, Suite 119 Hempstead TX 77445

USA

Number Date: BXHS 34151392

Terms:

01/23/2025 Due on Receipt

Due Date: Project:

01/23/2025 BMP00064

Contact: Caroline Jones Ref: 2nd Milestone

Serial No.	Description	Qty	From	То	Rate/Price	Total
	65% Due prior to delivery or within 30 days of manufacturer completion	1			\$492,781.90	\$492,781.90
Location:	400 Sheriff R. Glenn Smith Drive Hempstead TX 77445 USA			Subtotal	_	\$492,781.90
				Total Tax		\$0.00
Remarks:	BMP00064 Waller County			Total		\$492,781.90
				Applied amoun	it	\$0.00
				Amount Due		\$492,781.90

If you have any questions or concerns regarding this document please contact:

Name: Miriam Robinson Phone: 484-220-5165

Fax:

Email: mrobinson@boxxmodular.com

APPROVED

DANHY ROTHE

1/24/2025

Please make check payable to:

Boxx Modular Inc - Receivables

PO Box 675103

Dallas, TX 75267-5103

USA

Or Send EFT remittances to accounting@boxxmodular.com

#### **PURCHASE** CONTRACT

#### CONTRACT NUMBER

BXMP-188054

#### CONTRACT DATE

Sep 26, 2024



BOXX Modular, Inc., herein referred to as "BOXX".

This Purchase Contract ("Contract") includes the Cover Pages, the most recent BOXX proposal, the Terms and Conditions, and any BOXX attachments thereto.

BILL TO:

Waller County

425 FM 1488, Suite 119 Hempstead, Texas, 77445

Danny Rothe 979-221-3922

d.rothe@wallercounty.us

P.O.

#### **PURCHASE CONTRACT DETAILS**

**EXPECTED DELIVERY DATE:** 

Mar 31, 2025

**EX WORKS:** 

**ACCOUNT MANAGER:** 

Robin Cummings

PHONE:

(281) 622-0678

EMAIL:

rcummings@boxxmodular.com

PROJECT/SITE INFORMATION:

400 Sheriff R. Glenn Smith Drive

Hempstead, TX 77445

SITE CONTACT: Danny Rothe

PHONE: 979-221-3922

EMAIL: d.rothe@wallercounty.us

The information contained herein is furnished at your request for your personal use only and is to be held in the strictest confidence.

Waller County-complex -

DESCRIPTION OF EQUIPMENT/SERVICES	QTY	UNIT PRICE	TOTAL
Deliver, Set-up & Skirting for four (4) modular units	1	\$114,958.00	\$114,958.00
One (1) 36x56 Modular Office Building	1	\$172,998.00	\$172,998.00
One (1) 48x56 Modular Office Building	1	\$213,340.00	\$213,340.00
Two (2) 24x60 Modular Office Buildings	1	\$256,830.00	\$256,830.00
		Total:	\$758.126.00

Total Amount: \$758,126.00 Sales Tax (%): \$Exempt Contract Total: \$758,126.00

UNIT DETAILS		
DESCRIPTION OF UNIT/COMPLEX	LONG SERIAL NO.	SHORT SERIAL NO.
		Complex
	TBD	New Unit
	TBD	New Unit
		Complex
	TBD	New Unit
	TBD	New Unit
		Complex
	TBD	New Unit
	TBD	New Unit
	TBD	New Unit
		Complex
	TBD	New Unit



#### ORDER AUTHORIZING TEXAS INDEPENDENCE DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of Waller County is authorized under Occupations Code Section 2154.202(h), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Texas Independence Day; and

WHEREAS, on the 5th day of February, 2025, the Commissioners Court of Waller County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Waller County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Texas Independence Day period beginning February 25, 2025 and ending at midnight March 2, 2025, subject to the following restrictions:

a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, March 2, 2025, whichever is earlier.

Approved this the 5th day of February, 2025, by the Waller County Commissioners Court.

Carbett "Trey" J. Duhon II
Waller County Judge

Walter E. Smith
Commissioner, Precinct 2

General Smith
Commissioner, Precinct 2

Justin Beckendorff
Commissioner, Precinct 4



January 16, 2025

Waller County 836 Austin Street, Suite 203 Hempstead, TX 77445

**RE: MATCHING FUNDS REQUEST** 

Per the agreement between Waller County and Texana Center for mental health/mental retardation services, I am requesting payment for:

Calendar Year: 2025

Amount Due: \$35,933.00

Please remit payment to:

Texana Center Attention: Cashier 4910 Airport Avenue, Building D Rosenberg, Texas 77471 Registration # 020148

Joan Sargent Waller Co. Treasurer

Deputy Date 012125

Thank you for your attention to this matter.

Sincerely,

Tracy Graves

Tracy Graves Financial Services Supervisor

Tel: 281-239-1351

JAM16'25°\*2:27TREASURER

Clearing the path with care.

texanacenter.com 4910 Airport Ave Bldg D, Rosenberg, Texas, 77471 State of Texas

County of Waller §

#### AGREEMENT BETWEEN WALLER COUNTY AND TEXANA CENTER

This Agreement is made by and between WALLER COUNTY, TEXAS (County), a political subdivision of the State of Texas acting by its Commissioners' Court, and TEXANA CENTER (Texana), a community center and an agency of the State of Texas under the provisions of Texas Health and Safety Code Chapter 534.

#### **RECITALS**

WHEREAS, Texana has established programs and services as described in the attached Exhibit A, which is incorporated by reference, to serve those persons with mental illness or mental retardation in Waller County who are most in need of such services; and

WHEREAS, as authorized in Section 534.019 of the Texas Health and Safety *Code*, a county may contribute funds to assist in the administration of a community center's programs and services; and

WHEREAS, County desires to provide its proportionate share of matching funds for the administration of Texana's programs and services for residents of Waller County, Texas; and

WHEREAS, the governing body of Texana has duly authorized this Agreement; and

WHEREAS, this is made under the provisions of the Texas Government Code Chapter 791, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises and conditions herein, the parties hereby agree as follows:

#### I. ADMINISTRATION PROGRAMS AND SERVICES

- A. Texana shall provide services and programs as described in Exhibit A to serve those persons with mental illness or mental retardation in Waller County who are most in need of such services.
  - B. County shall pay to Texana the budgeted amount of \$35,933.00 for the 2025 calendar year.

#### II. TERM

- A. The initial term of this Agreement shall commence on January 1, 2025 and end on December 31, 2025, unless terminated earlier as provided for in this Agreement.
- B. This Agreement is subject to renewal upon express written consent of both parties.
- C. This Agreement may be terminated at any time, without cause, by either party by giving thirty (30) days written notice to the other party.
- D. If this Agreement is terminated by Texana after County has paid its annual contribution and before the expiration of the term, Texana shall reimburse to County a pro rata share of the contribution.

#### III. PAYMENT

County shall pay its contribution on the request of Texana, but not before January 1, 2025 as the funds come from the 2025 County budget.

#### IV. HOLD HARMLESS AND INDEMNIFY

Texana releases and forever discharges County from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from all losses or damages of any kind, including attorney's fees and court costs, sustained as a consequence of or in any way related to any actions or conduct of County regarding this Agreement.

#### V. ASSIGNMENT

This Agreement is not assignable by either party.

#### VI. INDEPENDENT CONTRACTOR

- A. In the performance of work or services hereunder, all personnel and/or agents employed by Texana for services under this Agreement are deemed independent contractors and shall not be deemed to be employees, agents or servants of County and shall not be entitled to any privileges or benefits of County employment.
- B. It is agreed that nothing herein intended or should be construed as creating a relationship or partnership between the parties, or as constituting Texana (including its officers, employees and agents) as representatives or employees of County.

#### VII. NOTICES

Notices, correspondence and all other communications shall be addressed as follows:

To County: Waller County

836 Austin Street, Suite 203 Hempstead, TX. 77445

To Texana: Texana Center

4910 Airport

Rosenberg, TX. 77471

Attn: George Patterson, Chief Executive Officer

#### VIII. MISCELLANEOUS

- A. This Agreement shall be construed in accord with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Waller County, Texas.
- B. In the even one or more provisions of the Agreement shall be held invalid, illegal or unenforceable, such holding shall not affect the remaining provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part of the Agreement.

- C. The waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of that or any other provision.
- D. Any amendments to this Agreement shall have no effect unless made in writing and signed by both parties.

#### IX. ENTIRE AGREEMENT

It is agreed that this document, including Exhibit A, contains the entire Agreement of the parties, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands as the dates written below:

WALLER	COUNTY
Ву:	Carbett "Trey" J. Duhon III, County Judge
Date:	
ATTES	T:
TEXANA	CENTER
Ву:	George Patterson, Chief Executive Officer
Date:	
	Auditor's Certificate
	certify that funds are available from the $2025$ budget in the amount of $\$35,933.00$ to pay ounty's obligation in the Agreement above.
	ints, County Auditor
Exhibit A	: Description of Services

### EXIHIBIT "A" SUMMARY OF SERVICES PROVIDED FOR RESIDENTS OF WALLER COUNTY

#### **Developmental Disabilities Services**

- Eligibility Determination
- Service Coordination
- Continuity of Services
- Supported Home Living
- Respite Services
- Habilitation Services
- Specialized Therapies
- Vocational Training
- Individualized Competitive Employment
- Family Living
- In-Home and Family Support
- Information Screening, and Referral
- Comprehensive Diagnosis and Evaluation
- Case Management
- Family Training and Support
- Early Childhood Intervention
- Home and Community-Based Services
- Intermediate Care Facilities
- Behavior Treatment and Training Center Autism Program
- BTIC Outreach Program
- BTIC Residential Program

#### **Behavioral Healthcare Services**

- 24-Hour Crisis Intervention
- Psychiatric Assessment
- Counseling and Psychotherapy
- Family Support
- Medication Management and Education
- Medicare Prescribing
- Case management
- Rehabilitation
- Vocational
- Respite
- Inpatient Screening and Referral
- Eligibility Determination
- Assertive Community Treatment

#### **Support Services**

- Administration (CEO and Management Staff)
- Accounting and Financial Management
- Human Resources
- Maintenance
- Information Technology

AN ORDER AUTHORIZING THE ISSUANCE OF \$ \_\_\_\_\_\_ "WALLER COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE COUNTY TO PAY THE INTEREST ON SAID BONDS AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID BONDS

DATE OF APPROVAL: February 5, 2025

AN ORDER AUTHORIZING THE ISSUANCE OF \$\_\_\_\_\_\_\_ "WALLER COUNTY, GENERAL OBLIGATION BONDS, SERIES 2025"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE COUNTY TO PAY THE INTEREST ON SAID BONDS AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID BONDS

WHEREAS, the Commissioners Court of Waller County, Texas has determined that bonds should be issued pursuant to the applicable provisions of the Texas Constitution and laws of the State of Texas, including Section 1301.001(a), Texas Government Code, as amended, for the purpose of (1) for designing, acquiring, constructing, improving, repairing and maintaining roads, bridges and highways within the County, including city, state and county streets, roads, highways and bridges and the acquisition of land and rights-of-way therefor, traffic signalization and control equipment, lighting, necessary utility relocation and drainage improvements related thereto and including participation in joint projects with federal, state and local public entities and agencies; and (2) to pay the costs of professional services and the cost of issuance of the Bonds; and

WHEREAS, the notice of bond election to issue said bonds was published in *The Waller County Express*, a newspaper of general circulation in Waller County, on October 24, 2023 and October 31, 2023; and

WHEREAS, on the 7<sup>th</sup> day of November 2023, such bond election was held, and on the 15th day of November 2023, the results of the bond election were canvassed, and the results of the bond election were:

FOR THE PROPOSITION RELATING TO THE ISSUANCE OF \$280,000,000 GENERAL OBILGATION BONDS FOR DESIGNING, ACQUIRING, CONSTRUTING, IMPROVING, REPARIING, AND MAINTAINING ROADS, BRIDGES, AND HIGHWAYS WITHIN WALLER COUNTY, INCLUDING CITY, STATE, AND COUNTY STREETS, ROADS, HIGHWAYS, AND BRIDGES, AND THE ACQUISITION OF LAND AND RIGHTS-OF-WAY THEREFORE, TRAFFIC SIGNALIZATION AND CONTROL EQUIPMENT, LIGHTING, NECESSARY UTILITY RELOCATION, AND DRAINAGE **IMPROVEMENTS RELATED** THERETO, **AND INCLUDING** PARTICIPATION IN JOINT PROJECTS WITH FEDERAL, STATE, AND LOCAL PUBLIC ENTITIES AND AGENCIES AND THE LEVY OF A TAX IN PAYMENT THEREOF: 3,593 VOTES "FOR" AND 1,965 VOTES "AGAINST," THE PROPOSITION CARRIED

and

WHEREAS, on the 7th day of August 2024, the Commissioners Court of Waller County, Texas, (the "Court") passed an order authorizing the first installment of said bonds for the purpose

of providing funds in the aggregate principal amount of \$9,370,000.00, which with the principal paid for the bonds and \$373,000.00 in premium, resulted in the use of \$9,743,000.00 of the voted authority, thereby leaving \$270,257,000.00 as the remaining balance of authorized but unissued general obligation bonds after the issuance of the first installment of the bonds; and

WHEREAS, on the 5 day of February, 2025, the Court convened at 9:00 a.m. to consider an order authorizing the second installment of said bonds; at which this Court hereby finds and determines that it should now issue \$ of the \$280,000,000 of said bonds approved at the Election and hereby finds that a par amount of \$\_\_\_\_\_\_ general obligation bonds and \$\_\_\_\_\_\_ in premium, to be charged against the voted authority, should be issued at this time and sold for cash; and

WHEREAS, this will be the second installment of bonds issued pursuant to the Election; and after the issuance of this installment, \$\_\_\_\_\_ will remain unissued.

NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS:

#### ARTICLE I

#### **DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. <u>Definitions</u>. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Authorized Officials" means the County Judge, County Clerk, County Treasurer and County Auditor.

"Bond" or "Bonds" means the \$ \_\_\_\_\_ Waller County, Texas General Obligation Bonds, Series 2025, authorized in this Order.

"Business Day" shall mean any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"County" means Waller County, Texas.

"Court" means the Commissioners Court of the County.

"Dated Date" means the dated date of the Bonds, February 1, 2025.

"Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the County adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the County adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable laws of the State of Texas that may be used to defease obligations such as the Bonds.

"Delivery Date" means February 27, 2025, the date of delivery of the Bonds, to the Purchaser.

"Designated Payment/Transfer Office" shall mean the office of the Paying Agent which is designated for the presentment of the Bonds.

"DTC" shall mean the Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" shall mean any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 11.01 of this Order.

"Fiscal Year" means such fiscal year of the County as shall from time to time be set by the Court.

"Initial Bond" means the initial bond described in Sections 3.04(d) and 6.02(e) of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.03 of this Order.

"Interest Payment Date" when used in connection with any Bond means the date or dates upon which interest on each Bond is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2026.

"Issuer" means Waller County, Texas.

"Order" as used herein and in the Bonds shall mean this order authorizing the Bonds.

"Owner" or "Registered Owner" means the person who is the registered owner of a Bond or Bonds as shown in the Register.

"Paying Agent/Registrar" means initially Zions Bancorporation, National Association, Houston, Texas, or any successor thereto as provided in this Order.

"Project Fund" means the Project Fund established by Section 2.04 of this Order.

"Purchaser"	means	

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Order.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Bonds as the same becomes due and payable and remaining unclaimed by the Owners for 90 days after the applicable payment or redemption date.

Section 1.02. <u>Findings</u>. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. <u>Titles and Headings</u>. The titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

#### Section 1.04. Interpretation.

- (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.
- (b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

#### ARTICLE II

### SECURITY FOR THE BONDS CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Bonds. Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each \$100 valuation of taxable property in the County, at a rate, within the limit prescribed by law, sufficient to pay the debt service requirements on the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to levy and pledge a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually for the payment of principal of and interest on the Bonds shall be determined and accomplished in the following manner:

- (a) The County's annual budget shall reflect the amount of Annual Debt Service Requirements to become due on the Bonds in the next succeeding Fiscal Year of the County.
- (b) The amount required to be provided in the succeeding Fiscal Year of the County from ad valorem taxes shall be the amount of the Annual Debt Service Requirements to be paid on the Bonds in the next succeeding Fiscal Year of the County.
- (c) Following the final approval of the annual budget of the County, the governing body of the County shall, by order, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Bonds in the next succeeding Fiscal Year of the County.

If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. <u>Effect of Pledge</u>. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes thereof granted by the County under Section 2.01 of this

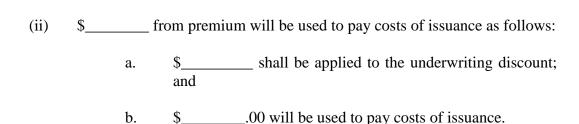
Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 2.01 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

#### Section 2.03. Interest and Sinking Fund.

- (a) The County hereby establishes a special fund or account to be designated the "Waller County, Texas General Obligation Bonds, Series 2025 Interest and Sinking Fund" (the "Interest and Sinking Fund") with said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.
- (b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Bonds when and as due and payable in accordance with their terms and this Order.
- (c) At Closing, Bond proceeds from the premium in the amount of \$\_\_\_\_\_, the rounding amount, will be deposited in the Interest and Sinking Fund.

#### Section 2.04. Project Fund.

- (a) Establishment of Project Fund. A special fund or account, to be designated the "Waller County, Texas General Obligation Bonds, Series 2025 Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the County at the official County depository. The Project Fund shall be kept separate and apart from all other funds and accounts of the County. The proceeds from the sale of the Bonds (other than proceeds representing accrued interest and any premium on the Bonds that is not used by the County to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Project Fund and payments therefrom shall be made as provided below:
  - (i) \$\_\_\_\_\_.00 representing a portion of the premium on the Bonds of \$\_\_\_\_\_\_.00, shall be deposited into the Project Fund for the purpose of providing funds for the purpose of (1) for designing, acquiring, constructing, improving, repairing and maintaining roads, bridges and highways within the County, including city, state and county streets, roads, highways and bridges and the acquisition of land and rights-of-way therefor, traffic signalization and control equipment, lighting, necessary utility relocation and drainage improvements related thereto and including participation in joint projects



costs of professional services and the cost of issuance of the Bonds;

with federal, state and local public entities and agencies; and (2) to pay the

- (b) Payments from Project Fund. Payments from the Project Fund shall be used solely for the purpose of paying contractual obligations to be incurred for providing funds for the purpose of (1) for designing, acquiring, constructing, improving, repairing and maintaining roads, bridges and highways within the County, including city, state and county streets, roads, highways and bridges and the acquisition of land and rights-of-way therefor, traffic signalization and control equipment, lighting, necessary utility relocation and drainage improvements related thereto and including participation in joint projects with federal, state and local public entities and agencies; and (2) to pay the costs of professional services and the cost of issuance of the Bonds; and
- (c) Surplus Project Funds. Any moneys remaining in the Project Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.

Section 2.05. <u>Security of Funds</u>. All moneys on deposit in the Interest and Sinking Fund and the Project Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of County funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

#### **ARTICLE III**

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. <u>Authorization</u>. The County's general obligation bonds to be designated "WALLER COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_\_\_ for the purpose of (1) for designing, acquiring, constructing, improving, repairing and maintaining roads, bridges and highways within the County, including city, state and county streets, roads, highways and bridges and the acquisition of land and rights-of-way therefor, traffic signalization and control equipment, lighting, necessary utility relocation and drainage improvements related thereto and including participation in joint projects with federal, state and local public entities and agencies; and (2) to pay the costs of professional services and the cost of issuance of the Bonds.

Section 3.02. <u>Fully Registered Interest Paying Obligations – Term.</u> The Bonds shall be issued as fully registered obligations, without coupons, totaling \$ \_\_\_\_\_\_ in principal amount.

The Bonds (other than the Initial Bond referenced in Section 3.04(d) hereof) shall be in denominations of \$5,000 or any integral multiple thereof, shall be lettered "R" and numbered consecutively from One (1) upward, and principal shall become due and payable on February 15 in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

Year of	Principal	Interest
<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>
2026	\$	%
2027		%
2028		%
2029		%
2030		%
2031		%
2032		%
2033		%
2034		%
2035		%
2036		%
2037		%
2038		%
2039		%
2040		%
2041		%
2042		%
2043		%
2044		%
2045		%

The Bonds shall bear interest on the unpaid principal amounts from the Delivery Date or the most recent date to which interest has been paid or duly provided for, at the rate(s) per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing February 15, 2026.

#### Section 3.03. Medium, Method and Place of Payment.

- (a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.
- (b) Interest on the Bonds shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month next preceding such Interest

Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

- (c) Interest on a Bond shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.
- (d) The principal of and premium, if any, on each Bond shall be paid to the Owner thereof on the Stated Maturity Date or the date of prior redemption thereof upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

#### Section 3.04. Control, Execution and Initial Registration.

- (a) The Bonds shall be executed on behalf of the County by the County Judge, the County Clerk and the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court of the County had been manually impressed upon each of the Bonds.
- (b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

- be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller of Public Accounts of the State of Texas.
- (d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments as provided in Section 7.01, or their designee, manually signed by the County Judge, County Clerk and County Treasurer, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds in accordance with instructions received from the Purchaser or its designee.

# Section 3.05. Ownership.

- (a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name a Bond is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.
- (b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

# Section 3.06. <u>Registration, Transfer and Exchange</u>.

- (a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.
- (b) Registration of any Bond may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying

Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in Authorized Denominations, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in conversion of and exchange for such transferred and assigned Bond. To the extent possible, the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three (3) business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

- (c) Any Bond may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefore duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in Authorized Denominations at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds will be required to be delivered by the Paying Agent/Registrar to the Owner of the Bond or Bonds in not more than three (3) business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.
- (d) Each Bond issued in exchange for any Bond or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange the Bond as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.
- (e) The County will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Bonds, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Bond. In addition, the County hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Bonds as provided herein.

(f) Neither the County nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Bond.

# Section 3.07. Cancellation.

- (a) All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the County with certificates of destruction of such Bonds.
- Each substitute Bond issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Bond or Bonds issued under this Order shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, manually sign and date such Certificate of Paying Agent/Registrar, and no such Bonds shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the Commissioners Court or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, as amended, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which was originally delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.
- (c) Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities to the extent permitted by this Order, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the Form of Bonds set forth in this Order.

# Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the

preparation of definitive Bonds, the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

- (b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.
- (c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefore a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefore to any Owner.

# Section 3.09. Replacement Bonds.

- (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefore a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.
- (b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:
  - (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;
  - (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the County, to save the Paying Agent/Registrar and the County harmless;
  - (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

- (iv) satisfies any other reasonable requirements imposed by the County and Paying Agent/Registrar.
- (c) If, after the delivery of such replacement Bond a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefore to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.
- (d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond may pay such Bond.
- (e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

# Section 3.10. Book-Entry-Only System.

- (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.
- With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, (b) the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or

their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the County, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12. <u>Payments to Cede & Co.</u> Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. <u>Additional Obligations</u>. The County reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law.

# ARTICLE IV

# REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. <u>Limitation on Redemption</u>. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

# Section 4.02. Redemption Provisions.

(a) Optional Redemption of Bonds Prior to Maturity. The County reserves the option to redeem Bonds maturing on and after February 15, 2035, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2034, or on any date thereafter (such redemption date or dates to be fixed by the County) at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption. The County, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and the amounts thereof to be redeemed.

# (b) Mandatory Redemption. [Reserved.]

(c) The County reserves the right to give notice of its election or direction to optionally redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

# Section 4.03. Partial Redemption.

- (a) If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the County shall determine by lot or other random method the Bonds, or portions thereof, within such maturity to be redeemed.
- (b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.
- (c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.
- (d) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

# Section 4.04. Notice of Redemption to Owners.

- (a) The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by United States mail, first-class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of the Bonds (or part thereof) to be redeemed, at the address shown on the Register.
- (b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if applicable, an identification of the Bonds to be redeemed.
- (c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

# Section 4.05. Payment Upon Redemption.

- (a) On or before each redemption date, the Paying Agent/Registrar shall make provision for payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the County sufficient to pay the principal of, premium, if any, and accrued interest on such Bonds.
- (b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.
- (c) With respect to any optional redemption of the Bonds, unless all prerequisites to such redemption required by this Order have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

# Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in the payment of the principal thereof, premium, if any, or accrued interest thereon, such Bonds shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If any Bond called for redemption is not so paid upon presentation and surrender of such Bond for redemption, such Bond shall continue to bear interest at the rate stated on the bond until paid or until due provision is made for the payment of same.

#### ARTICLE V

# PAYING AGENT/REGISTRAR

# Section 5.01. Appointment of Initial Paying Agent/Registrar.

- (a) The County hereby appoints Zions Bancorporation, N.A.as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the County and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The County or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register and other registration books and records confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.
- (b) The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds and of all conversions, exchanges and replacements of such Bonds, as provided in the Order.
- Section 5.02. <u>Qualifications</u>. Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

# Section 5.03. Maintaining Paying Agent/Registrar.

- (a) At all times while any Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order. The County Judge is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the County and the Paying Agent/Registrar, substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Judge, with such approval to be evidenced by his execution thereof. The signature of the County Judge shall be attested by the County Clerk.
- (b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04. <u>Termination</u>. The County, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. <u>Notice of Change to Owners</u>. Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. <u>Agreement to Perform Duties and Functions</u>. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. <u>Delivery of Records to Successor</u>. If a Paying Agent/Registrar is replaced, such replaced Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

# ARTICLE VI

# FORM OF THE BONDS

# Section 6.01. Forms Generally.

- (a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds as evidenced by their execution thereof.
- (b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.
- (c) The definitive Bonds shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.
- (d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. <u>Form of the Bonds</u>. The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows:

# (a) Form of Definitive Bonds.

Principal Amount:

REGISTERED NO. R		REGISTERED PRINCIPAL AMOUNT \$		
	UNITED STATES OF AMERICA STATE OF TEXAS WALLER COUNTY, TEXAS GENERAL OBLIGATION BOND SERIES 2025			
Dated Date:	Interest Rate:	Stated Maturity:	CUSIP No.:	
February 1, 2025	%	February 15, 20	932440	
Delivery Date: Februa	ry 27, 2025			
Registered Owner:				

DOLLARS

WALLER COUNTY, TEXAS (hereinafter referred to as the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, and to pay interest on the unpaid principal amount hereof from the Delivery Date or the most recent date to which interest has been paid or duly provided for, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2026. Principal of this Bond is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner

hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THE BONDS maturing on and after February 15, 2035, may be redeemed in whole or in part, before their respective scheduled maturity dates in principal amounts equal to \$5,000 or any integral multiple thereof, on February 15, 2034, or on any date thereafter at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption with at least thirty (30) days written notice to the Registered Owners.

IF THIS BOND (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefore, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the County and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Registered Owner within 45 days of the redemption date therefore; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

AS PROVIDED IN THE ORDER, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

NEITHER THE COUNTY nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole, or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the holder of the uncalled balance of a Bond.

THE COUNTY, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

THE BONDS are payable from the proceeds of an ad valorem tax levied, within the limit prescribed by law, upon all taxable property in the County. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

THIS BOND, subject to certain limitations contained in the Order, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Bonds of the same Stated Maturity of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE COUNTY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid,

to the address of each owner of a Bond appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Bond and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said County sufficient, without limit or amount, to pay the interest on this Bond and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the County, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County has caused this Bond to be executed by the manual or facsimile signature of the County Judge of the County and countersigned by the manual or facsimile signature of the County Clerk, registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Bond.

	County Judge
	Waller County, Texas
	•
County Clerk	
Waller County, Texas	
[COMMISSIONERS COURT SEAL]	
	REGISTERED:
	County Treasurer
	Waller County, Texas
	ation Certificate. The following Comptroller's e definitive Bonds if such certificate on the Initial
OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS	<pre> §     REGISTER NO §</pre>

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Bond has this day been registered by me. Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_. [COMPTROLLER'S SEAL] Comptroller of Public Accounts of the State of Texas Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon. CERTIFICATE OF PAYING AGENT/REGISTRAR The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the withinmentioned Order. ZIONS BANCORPORATION, N.A. Houston, Texas as Paying Agent/Registrar By: \_\_\_\_\_\_Authorized Signatory Dated: \_\_\_\_\_ (d) Form of Assignment. **ASSIGNMENT** FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (Please print or typewrite name and address, including zip code, of Transferee) the within Bond and (Please insert Social Security or Taxpayer Identification Number) irrevocably all thereunder. hereby rights and constitutes and appoints \_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises. Dated:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(e) <u>Form of Initial Bond</u>. The Initial Bond shall be in the respective form set forth therefor in paragraph (a) of this Section, except as follows: Heading and paragraph one shall be amended to read as follows:

REGISTERED \$\_\_\_\_,000 No. I-1

> UNITED STATES OF AMERICA STATE OF TEXAS WALLER COUNTY, TEXAS GENERAL OBLIGATION BOND SERIES 2025

Dated Date:	February 1, 2025	
Delivery Date:	February 27, 2025	
Registered Owner:		
Principal Amount:		DOLLARS

WALLER COUNTY, TEXAS (hereinafter referred to as the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in the years and in principal installments in accordance with the following schedule:

Year of	Principal	Interest
<b>Maturity</b>	<u>Amount</u>	<u>Rate</u>
2026	\$	%
2027		%
2028		%
2029		%
2030		%
2031		%
2032		%

20	033	%
20	034	%
20	035	%
20	036	%
20	037	%
20	038	%
20	039	%
20	040	%
20	041	%
20	042	%
20	043	%
20	044	%
20	045	%

and to pay interest on the unpaid principal installments hereof from the Delivery Date or the most recent date to which interest has been paid or duly provided for, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2026. Principal installments of this Bond are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by Zions Bancorporation, N.A. (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in Houston, Texas. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 6.03. <u>CUSIP Registration</u>. The County may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Bonds.

Section 6.04. <u>Legal Opinion</u>. The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Bond or may be attached to each Bond.

Section 6.05. <u>Statement of Insurance</u>. A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on each Bond.

# ARTICLE VII

# SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

have been rec(tl Bonds plus a discount of \$ interest cost at County. The I shall be made payment for th and directed to all other office things necessar	eived phe "Pur [net] re nd the lond the lond to the lond or executers, agentry or de	Sale. (a) The Bonds have been duly advertised for public sale; bids cursuant thereto; and the Bonds are hereby sold and shall be delivered to rechaser") at a price of \$ (representing the par amount of the coffering premium in the amount of \$ and less an underwriting It is hereby determined that the bid from the Purchaser is the lowest true coest bid submitted for the Bonds and such being in the best interest of the cond shall be registered in the name of Delivery of the Bonds Purchaser as soon as practicable after the adoption of this Order and upon less. The County Judge and other appropriate officials are hereby authorized te the official bid form on behalf of the County, and the County Judge and all sirable to satisfy the conditions set out therein and to provide for the issuance
and delivery o	f the Bo	onds.
(b) as follows:	Procee	ds from the sale of the Bonds shall, promptly upon receipt thereof, be applied
	(i)	\$00 representing a portion of the premium on the Bonds of \$00 shall be deposited into the Project Fund for the purpose of (1) for designing, acquiring, constructing, improving, repairing and maintaining roads, bridges and highways within the County, including city, state and county streets, roads, highways and bridges and the acquisition of land and rights-of-way therefor, traffic signalization and control equipment, lighting, necessary utility relocation and drainage improvements related thereto and including participation in joint projects with federal, state and local public entities and agencies; and (2) to pay the costs of professional services and the cost of issuance of the Bonds;
	(ii)	\$ representing a portion of the premium on the Bond proceeds, shall be applied to the underwriting discount;
	(iii)	\$00 representing a portion of the premium on the Bond proceeds, will be used to pay costs of issuance; and
	(iv)	\$ representing a portion of the premium on the Bond proceeds, the Rounding Amount, shall be deposited into the Interest and Sinking Fund.
(c) provided abov	•	le proceeds of the Bonds remaining after making all deposits and payments be deposited into the Interest and Sinking Fund and applied to the payment

of principal of and interest on the Bonds.

Section 7.02. Approval of Official Statement. The form and substance of the Official Statement for the Bonds and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting are hereby in all respects approved and adopted. The County Judge and the County Clerk are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser. The use and distribution of the Preliminary Official Statement by the Purchaser is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the Commissioners Court. The Purchaser is hereby authorized to use and distribute the Official Statement in the reoffering, sale, and delivery of the Bonds to the public. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

# Section 7.03. Control and Delivery of Bonds.

- (a) The County Judge is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.
- (b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

#### ARTICLE VIII

# <u>INVESTMENTS</u>

# Section 8.01. Investments.

- (a) Money in the Interest and Sinking Fund and in the Project Fund, at the option of the County, may be invested in such securities or obligations as permitted under applicable law.
- (b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.
- Section 8.02. <u>Investment Income</u>. Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund. Interest and income derived from the investment of the Project Fund shall be credited to such Fund and used for the purposes set out in Section 3.01; provided, however, that such interest earnings may be deposited into the Interest and Sinking Fund at the option of the County.

#### ARTICLE IX

# PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. <u>Payment of the Bonds.</u> On or before each Interest Payment Date of the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date.

# Section 9.02. Federal Tax Covenants.

- (a) The County hereby represents that the proceeds of the Bonds are needed at this time for the purposes specified in Section 3.01 hereof; that based on current facts, estimates and circumstances, it is reasonably expected that final disbursement of the proceeds of the Bonds will occur within three years after the Closing Date, that substantial binding obligations to commence such acquisitions will be incurred within six months of the Closing Date and that the accomplishment of the projects for which the Bonds are hereby issued will proceed with due diligence to completion; that it is not reasonably expected that the proceeds of the Bonds or money deposited in the Interest and Sinking Fund will be used or invested in a manner that would cause the Bonds to be or become "arbitrage bonds," within the meaning of Section 148 of the Code; and that, except for the Interest and Sinking Fund, no other funds or accounts have been established or pledged to the payment of the Bonds.
- (b) The County will not take any action or fail to take any action with respect to the investment of the proceeds of the Bonds or any other funds of the County, including amounts received from the investment of any of the foregoing, which act or omission based upon the facts, estimates, and circumstances known on the Closing Date, would result in constituting the Bonds "arbitrage bonds," within the meaning of Section 148 of the Code, and the County will not take any deliberate action motivated by arbitrage that would have such result.
- (c) The County will comply with the provisions of Section 148(f) of the Code (relating to paying certain excess earnings of investment proceeds of the Bonds to the United States) and the regulations promulgated thereunder.
- (d) The County will not take any action or fail to take any action which act or omission would result in the interest on the Bonds being includable in gross income for federal tax purposes.
- (e) The County will not take any action or fail to take any action which act or omission would result in the Bonds being treated as "private activity bonds" within the meaning of Section 141(a) of the Code.
- (f) The County will not take any action or fail to take any action which act or omission would result in the Bonds being treated as "federally guaranteed" within the meaning of Section 149(b) of the Code.

- (g) Proper officers of the County charged with the responsibility of issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates and circumstances in existence as of the Closing Date and stating whether there are any facts, estimates or circumstances that would materially change the County's current expectations.
- (h) The covenants and representations made or required by this Section are for the benefit of the Owners and may be relied upon by the Owners and Bond Counsel for the County.

Section 9.03 [Reserved.]

# Section 9.04. Other Representations and Covenants.

- (a) The County will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.
- (b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

#### ARTICLE X

#### CONTINUING DISCLOSURE UNDERTAKING

Section 10.01. Definitions.

As used in this Article X, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

# Section 10.02. Annual Reports.

The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2024, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 7.02 of this Order, being information of the type described in the Official Statement described in Tables 1 through 3 and 5 through 10 (the "Annual Financial Information"), including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted accounting principles for governmental units, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement described in Appendix B, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

# Section 10.03. Event Notices.

The County shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Bonds:

- 1. Principal and interest payment delinquencies;
- 2. Non-payment related defaults, if material;
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
- 5. Substitution of credit or liquidity providers, or their failure to perform;
- 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB)

or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax-exempt status of the Bonds;

- 7. Modifications to rights of holders of the Bonds, if material;
- 8. Bond calls, if material, and tender offers;
- 9. Defeasances;
- 10. Release, substitution, or sale of property securing repayment of the Bonds, if material:
- 11. Rating changes;
- 12. Bankruptcy, insolvency, receivership or similar event;
- 13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material:
- 15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For the purposes of the preceding Section 10.03(15) of this Order, the term, "financial obligation" means a: (A) Debt obligation; (B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) Guarantee of paragraph (A) or (B). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 10.02 by the time required by this Section.

# Section 10.04. Limitations, Disclaimers, and Amendments.

The County shall be obligated to observe and perform the covenants specified in this Article with respect to the County and the Bonds while, but only while, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice required by Section 10.03 of any bond calls and defeasance that cause the County to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the County or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If the County so amends the provisions of this Article, it shall include with any amended financial information

or operating data next provided in accordance with Section 10.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

# **ARTICLE XI**

# **DEFAULT AND REMEDIES**

Section 11.01. <u>Events of Default</u>. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an "Event of Default," to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the County.

# Section 11.02. Remedies for Default.

- (a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefore, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.
- (b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

# Section 11.03. Remedies Not Exclusive.

- (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.
- (b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### ARTICLE XII

# DEFEASANCE OF THE BONDS

# Section 12.01. Defeasance.

- Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the County with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the County expressly reserves the right to call the Defeased Bonds; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.
- (b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the County be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the County, or deposited as directed in writing by the County. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of the Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bond, with respect to which such money has been so deposited, shall be remitted to the County or deposited as directed in writing by the County.

- (c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.
- (d) In the event that the County elects to defease less than all of the principal amount of the Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

# ARTICLE XIII

# LAPSE OF PAYMENT

# Section 13.01. Lapse of Payment.

- (a) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested, by the Paying Agent/Registrar for the account of the Owner of the Bonds to which the Unclaimed Payments pertain.
- (b) Amounts held by the Paying Agent, which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

#### ARTICLE XIV

# **MISCELLANEOUS**

Section 14.01. Further Procedures. The County Judge, County Clerk, and all other officers, employees, and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the official seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the sale of the Bonds and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the County Judge, County Clerk, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 14.02. <u>Public Meeting</u>. It is officially found, determined, and declared that the meeting at which this Order has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

Section 14.03. Order a Contract; Amendments. The County may, without the consent of or notice to any holders, from time to time and at any time, amend the Order in any manner not detrimental to the interests of the holders, including the curing of any ambiguity, inconsistency, or formal defect of omission herein. In addition, the County may, with the consent of holders holding a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Order; provided that, without the consent of all holders of outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by holders for consent to any such amendment, addition, or rescission.

[Signature Follows]

# FINALLY PASSED, APPROVED AND EFFECTIVE this February 5, 2025.

	County Judge Waller County, Texas	
ATTEST:		
County Clerk		
Waller County, Texas		
[COMMISSIONERS COURT SEAL]		

# EXHIBIT A PAYING AGENT/REGISTRAR AGREEMENT

# 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 <u>Exhibit "A"</u> attached hereto;

**WHEREAS**, the Issuer desires to reimburse itself for the costs associated with the projects listed on <u>Exhibit "A"</u> 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:

<u>Section 1</u>. 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 <u>Exhibit "A"</u> attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

<u>Section 2</u>. 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.

<u>Section 3</u>. 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 \$95,800,000.

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 5th day of February 2025.

	WALLER COUNTY, TEXAS
	By:County Judge
ATTEST:	
County Clerk	
[COMMISSIONERS COURT SEAL]	

# **EXHIBIT "A"**

# **DESCRIPTION OF PROJECTS**

Designing, acquiring, constructing, improving, repairing, and maintaining roads, bridges, and highways within the County, including city, state, and county streets, roads, highways, and bridges, and the acquisition of land and rights-of-way therefor, traffic signalization and control equipment, lighting, necessary utility relocation, and drainage improvements related thereto, and including participation in joint projects with federal, state, and local public entities and agencies and to pay the costs of professional services and the cost of issuance of the Bonds.

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 \$95,800,000.