NOTICE OF MEETING
WALLER COUNTY, TEXAS
REGULAR SESSION

Wednesday, July 10, 2024 at 9:00 AM

Waller County Joe Kuciemba Annex, Hempstead, Texas

AGENDA

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

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

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.

3. Request by County Treasurer for approval of Payroll disbursements.

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

5. Request by County Engineer to approve the Final Plat Partial Replat No. 1 of Forest Hills Estates Section 1, Lot 3 in Precinct 2.

6. Request by County Engineer to approve a Permit to Construct Utility within Waller County Right of Way by CenterPoint Energy for installation of 234' of 2" IP Pla, Svc gas along 27878 Clay Rd.

7. Request to approve payment on the following:

   $1,750.00 for Invoice # 0000050 to Stephens & Flowers Funerals and Cremations from line item 125-411-561502 [Pauper Burial Expense].

8. $1,125.00 for Invoice dated June 18, 2024 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

9. Approve payment of $115.00 for Invoice # 123592 to Bickerstaff Heath Delgado Acosta LLC from line item 125-411-540300 [Legal] for Early Voting Lawsuit.

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

11. Ratify subrecipient agreement with TDEM relative to administered grant award(s) associated with FEMA 4781-DR-TX.

12. Request by County Engineer to approve the application to Amend the Major Thoroughfare Plan/Map by Gamal 318 Acres LLC, 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's Court August 7, 2024.

13. Request by County Engineer to approve the Final Plat of Kingsland Boulevard West Street Dedication in Precinct 4.

14. Request by County Engineer to approve the Final Plat of Sunterra Commercial Development Section 1 and accept the Letter of Credit in Precinct 3.

WALLER COUNTY CHILD WELFARE BOARD

15. Approve appointment of Child Welfare Board member Earlynne Campbell for a 3-year term beginning January 2024 thru December 2027.

COUNTY ENGINEER

16. Public Hearing: On notice of application for Partial Replat No.1 of Blinka Estates Subdivision, to revise Lots 8 and 9. The revision will divide those lots into three separate lots, by Trang Nguyen in Precinct 3.

17. Approve contract with Ben E. Smith Tractors, Inc., for mowing county right-of-way (All Precincts).

18. Ratify Grange Development Agreement approved on May 1, 2024.

19. Approve Award on Drainage Specific Engineering Services (RFP# 240320-31).

20. Approve Resolution to Texas Department of Transportation (TXDOT) regarding FM 2855 Project in the Brookshire area for commitment and support of road widening and reconstruction project.

21. Approve Resolution to Texas Department of Transportation (TXDOT) regarding FM 1489 Project in the Brookshire area for commitment and support of road widening and reconstruction project.

SHERIFF

22. Authorize the Waller County Auditor to conduct the Sheriff's Department annual Chapter 59 Asset Forfeiture/Seizure Audits.

IT

23. Approve renewal and upgrade on Internet connectivity for Road and Bridge and Precinct 2 locations.

LIBRARY

24. Approve donation to Waller County Library from Costco Wholesale for $100.00 and add to line item 125-537-3536600 [Donations/Library].

25. Approve donation to Waller County Library from Dollar General for $1500.00 and add to line item 125-537-3536600 [Donations/Library].

COMMISSIONER, PRECINCT 4

26. Approve discretionary exemption for the purchase of a hovercraft pursuant to Local Government Code Section 262.024(7) and 2 CFR 200.320(c)(2).

27. Approve purchase of a hovercraft and trailer from Neoteric Hovercraft Inc. in the amount of $100,700. Funding to be paid from Line Item 241-595-561209 [ARPA Miscellaneous].

JUSTICE OF THE PEACE, PRECINCT 1

28. Approve lease agreement with Quadient for the lease of iX-3 Series Base w/5lb Integrated Weigh Platform Postal Meter, for a 60-month term at the monthly rate of $65.15. Funds to be paid from line item 125-418-531400 [Postage].

AUDITOR

29. Approve 2024 budget adjustments and departmental line-item transfers.

DIRECTOR OF FACILITIES

30. Update on courthouse project.

31. Approve Payment of $2,154,326.96 for Application #20 to Sedalco, Inc. to be paid from the following line items:

    $51,743.91- 604-604-545045 [Professional Services].

    $2,102,583.05 - 604-604-581000 [Bldg. Purch, Const, or Improv].

32. Update on modular buildings.

33. Approve payment of $6,583.00 for Invoice #4 to Sedalco. Funds to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fees].

34. Approve two (2) modular buildings at the Joe Kuciemba Annex, and nine (9) at the 506 Court Annex. Costs to be paid from line item 241-595-561209 [ARPA Miscellaneous].

35. Approve discretionary exemption for AT&T utility equipment relocation along Austin Street pursuant to Local Government Code Section 262.024(7).

36. Approve proposal from AT&T to relocate primary phone lines along Austin Street to underground in the amount of $47,228.98 to be allocated to courthouse rebuild project soft cost budget.

MISCELLANEOUS

37. Approve payment of $9,015.79 for Invoice # 6087 to Randle Law Office from line item 125-411-540300 [Legal] for General Matters.

38. 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.

39. 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

40. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.

41. 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.

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

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

ADJOURN MEETING

NOTICE

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

MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – JUNE 26, 2024

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 26th day of June 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Presiding Judge Commissioner Justin Beckendorff at 9:08 a.m. with the following members of the Court present to-wit:

John A. Amsler, Commissioner Precinct 1
Walter Smith, Commissioner Precinct 2
Kendric D. Jones, Commissioner Precinct 3
Justin Beckendorff, Commissioner Precinct 4 – *Presiding Judge*
Debbie Hollan, County Clerk

Absent: Carbett "Trey" J. Duhon III, County Judge

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

Commissioner Smith made motion to approve agenda, seconded by Commissioner Jones.
Motion carried by 4-0 vote.

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

PUBLIC COMMENT

1. Melissa Henderson

CONSENT AGENDA

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

2. Approval of Minutes – June 12, 2024 Regular Session

3. Request by County Treasurer for approval of Payroll disbursements.

4. Request by County Treasurer for approval of Election Payroll disbursements.

5. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

6. Request by County Treasurer for approval of Stale Dated check list.

7. Request by County Treasurer for approval of Monthly Report.

8. Request by County Auditor to approve official documents and all monthly reports.

9. Request to approve payment on the following:
   $1,987.38 for Invoice # 34 to King Architectural Consulting Services from line item # 604-604-545405 [Professional Services].

10. $75,000.00 for Invoice # 2479 to Waller County Economic Development from line item 125-411-547200 [Economic Development].

11. $6,591.00 to Harris County Accounts Receivable Invoice # 17519 from line item # 125-422-541600 [Pro Rata Share Court Expense].

12. $15,600.00 for Invoice # 1358 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

13. $500.00 for Invoice dated May 26, 2024 to Clay's Mortuary & Cremations from line item 125-423-540705 [Transport to Morgue].

14. $1,295.00 for two Invoices dated June 10, 2024 and $1,295.00 for one Invoice dated June 4, 2024 for a total of $3,885.00 to Magnolia Funeral Home from line item # 125-423-540705 [Transport to Morgue].

15. $2,016.00 for Invoice dated June 7, 2024 to Magnolia Funeral Home from line item 125-411-561502 [Pauper Burial Expense].

16. Request by County Auditor to approve and/or ratify accounts payable.

17. Ratify Amendment No. 1 to the contract between the County and DRC Emergency Services, LLC relative to disaster debris removal.

18. Ratify Amendment No. 1 to the contract between the County and Thompson Consulting Services, LLC relative to all hazards preparedness, planning, consulting, and recovery services.

19. Request by County Engineer to approve a Permit to Construct Utility within Waller County Right of Way by Ansco & Associates, LLC for installation of a fiber optic cable on Betka and Penick Rd. (24.UP.016).

20. Request by County Engineer to approve a Permit to Construct Utility within Waller County Right of Way by Ansco & Associates, LLC for installation of a fiber optic cable on Penick Rd. (24.UP.017).

21. Request by County Engineer to approve the Final Plat of Oak Hills Estates in Precinct 2.

22. ~~Request by County Engineer to approve the Final Plat of Sunterra Commercial Development Section 1 in Precinct 3~~. **Item WITHDRAWN.**

Commissioner Jones made motion to approve Consent Agenda with agenda item #22 withdrawn, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

DIRECTOR OF POLICY & ADMINISTRATION

23. **Presentation** by Ryan Fortner, President of Revenue Management Services on Sales Tax Monitoring Services. *No action required.*

24. Approve engagement with Burditt Consultants, LLC for a feasibility analysis on potential land acquisition in Precinct 2. *(no backup submitted)*

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

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

COUNTY ENGINEER

25. ~~Approve contract with Ben E. Smith Tractors, Inc., for mowing county right-of-way (All Precincts)~~. **Item WITHDRAWN.**

26. **Presentation** of Water Oaks Infrastructure Development Plan.
    No action required.

27. Approve Water Oaks Infrastructure Development Plan in Precinct 3.

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

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

28. Approve payment to Dana Safety Supply, Inc. in the amount of $163,655.82 for Sheriff's Office Patrol Vehicle Upfitting & Installation pursuant to RFP #240417-34. Funding to be paid from line Item 125-600-581400 [Vehicle].

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

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

29. Rescind approval of award made by Waller County Commissioners' Court on May 29, 2024 to Caldwell Country Chevrolet for the purchase of a 2024 Chevrolet 2500HD 2WD and reject bid received from Legacy Brothers for a 2024 Silverado 2500 Crew Cab LT 4WD pursuant to RFP 240403-21.

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

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

30. Approve advertisement of Resolicited RFP for a fleet vehicle for the Sheriff's Office to be published in the Waller County Express. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing].

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

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

31. Approve payment to Sames Automotive Group, LLC in the amount of $163,110.00 for six (6) 2024 Chevrolet Equinox vehicles pursuant to RFP #240403-21 Funding to be paid from line Item 125-600-581400 [Vehicle].

Motion made by Commissioner Jones, seconded by Commissioner Smith.
Motion carried by 4-0 vote.
Judge Trey Duhon – Absent *Commissioner Amsler – Yes* *Commissioner Smith – Yes*
Commissioner Jones – Yes *Commissioner Beckendorff – Yes*

COMMISSIONER, PRECINCT 3

32. ~~Approve the creation of a Waller County Workforce Development Committee and appoint members to the committee~~. **Item WITHDRAWN.**

33. Approve Due Diligence Agreement with City of Houston for potential park space in Waller County.

Motion made by Commissioner Jones, seconded by Commissioner Smith.
Motion carried by 4-0 vote.
Judge Trey Duhon – Absent *Commissioner Amsler – Yes* *Commissioner Smith – Yes*
Commissioner Jones – Yes *Commissioner Beckendorff – Yes*

34. Approve discretionary exemption pursuant to Local Government Code Section 262.024 for park feasibility study services in Precinct 3.

Motion made by Commissioner Jones, seconded by Commissioner Smith.
Motion carried by 4-0 vote.
Judge Trey Duhon – Absent *Commissioner Amsler – Yes* *Commissioner Smith – Yes*
Commissioner Jones – Yes *Commissioner Beckendorff – Yes*

COMMISSIONER, PRECINCT 4

35. Award bid for a vehicle for Commissioner, Precinct 4 pursuant to RFP #240515-32.

Commissioner Smith stepped away from meeting (9:49 a.m.)

Commissioner Beckendorff made motion to award the bid for Commissioner Precinct 4 vehicle pursuant to RFP #240515-32 to Pegasus Chevrolet Bid Alternate #2 for $54,268.75, seconded by Commissioner Jones.
Motion carried by 3-0 vote.
Judge Trey Duhon – Absent *Commissioner Amsler – Yes* *Commissioner Smith – Absent*
Commissioner Jones – Yes *Commissioner Beckendorff – Yes*

Advanced to Agenda Item #45

45. Approve Agreement between Waller County and Focusing Families and payment of $15,000.00 from line item 125-411-547310 [Focusing Families] as allocated in the 2024 Budget.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.
Judge Trey Duhon – Absent *Commissioner Amsler – Yes* *Commissioner Smith – Absent*
Commissioner Jones – Yes *Commissioner Beckendorff – Yes*

Commissioner Smith returned to meeting (9:52 a.m.)

CONSTABLE, PRECINCT 2

36. Approve payment of $1,700.00 to Ultimate Lighting Solutions for the installation of video cameras in two Pct. 2 Constable patrol vehicle *to be paid from line item 241-595-561209*. *(no backup submitted)*

Motion made by Commissioner Jones, seconded by Commissioner Amsler.
Motion carried by 4-0 vote.

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

TREASURER

37. Approve 2024.8 Salary Order amendment effective 07/07/24.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.
Motion carried by 4-0 vote.

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

GRANT MANAGER

38. Authorize the County Grant Manager to submit a FY24 State Criminal Alien Assistance Program grant application in an amount not to exceed $35,000.00 to the U.S. Department of Justice, Bureau of Justice Assistance.

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

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

FIRE MARSHAL

39. Severe Storms **update** by Waller County Fire Marshal Brian Cantrell.
No action required.

AUDITOR

40. Approve 2024 budget adjustments and departmental line-item transfers.

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

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

DIRECTOR OF FACILITIES

41. **Update** on Courthouse Project. *No action required.*

42. Approve Payment of $932,592.48 for Application #19 to Sedalco, Inc. to be paid from the following line items:
$33,026.91 - 604-604-545045 [Professional Services].
$899,565.57 - 604-604-581000 [Bldg Purch, Const, or Improv].

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

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

MISCELLANEOUS

43. Discuss amount of bonds to issue for the first issuance of mobility bonds and authorize county staff to prepare for bond issuance.

    Commissioner Jones made motion for the amount of $10,000.00, seconded by Commissioner Smith.
    Motion carried by 4-0 vote.

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

44. Approve amendment to the Waller County Procurement Policies and Procedures.

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

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

45. *Court addressed item #45 earlier in the meeting. (page 4)*

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

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

EXECUTIVE SESSION

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

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

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

51. ~~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	*– Absent*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Meeting was **ADJOURNED** at 10:33 a.m.

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

_____
Debbie Hollan
Waller County Clerk

APPROVED this the 10th day of July 2024.

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

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT03545 - 07/12/24 PR
Payroll Set: 01 - Waller County, TX

Pay Period: 06/23/2024 - 07/06/2024

Total Direct Deposits:	613,697.71
Total Check Amounts:	7,229.30

Males Paid:	224
Females Paid:	167
Total Employees:	391

EARNINGS

Pay Code	Units	Pay Amount
Cell	0.00	465.00
Cert Pay	0.00	28.40
Comp Time Taken	186.37	4,288.72
H	21,535.25	563,495.24
Hol	3,665.05	99,891.51
Inclement Weather	179.00	4,872.68
Leave W/O Pay	53.05	0.00
Longevity	0.00	442.00
PT-H	555.50	10,368.62
Sal	275.00	92,540.23
Sal - No UI Tax	2.00	1,286.08
Sal - Sup	1.00	11,729.01
Sal-Other	4.00	4,396.01
Sick	987.32	26,251.22
STEP CMV	27.00	1,394.47
STEP Comp	17.50	811.89
Straight Time Taken	126.50	3,306.27
Task Force OT Hours	26.00	1,068.02
Travel	1.00	2,608.36
Vac	859.06	22,226.34
Total:	28,500.60	851,470.07

BENEFITS

Pay Code	Units	Pay
Comp Earned	307.51	
GTL Taxable Benefit	0.00	913.27
Straight Earned	120.25	0.00
Vehicle Taxable	177.00	531.00
Total:	604.76	1,444.27

TAXES

Code	Subject To	Employee	Employer
Fed W/H	754,403.25	61,018.39	0.00
FICA	818,565.81	50,751.00	50,751.00
Medicare	818,565.81	11,869.31	11,869.31
Unemployment	773,671.81	0.00	1,237.77
	Total:	123,638.70	63,858.08

DEDUCTIONS

Code	Subject To	Employee	Employer
Ch 13 Wage Ded 2	0.00	902.31	0.00
Child Support 1	0.00	3,964.54	0.00
Child Support 2	0.00	923.30	0.00
Child Support 4	0.00	36.92	0.00
Child Support MI SDU	0.00	132.18	0.00
Child Support MS DHS	0.00	200.78	0.00
Dental CAF-125-685	0.00	49.10	183.00
Dental Ins After Tax	0.00	122.75	518.50
Dental-CAF	0.00	2,970.55	9,821.00
Dental-Grant 228	0.00	0.00	30.50
Dental-Grant 318-578	0.00	24.55	30.50
Dental-Grant 318-592	0.00	0.00	30.50
Health CAF 125-685	0.00	351.08	6,598.88
Health Ins After Tax	0.00	1,075.80	18,565.62
Health-CAF	0.00	26,908.86	373,682.58
Health-Grant 228	0.00	37.54	1,044.50
Health-Grant 318-578	0.00	142.74	1,554.02
Health-Grant 318-592	0.00	37.54	1,044.50
Ins Adj-Dental CAF	0.00	0.00	-30.50
Ins Adj-Health CAF	0.00	84.56	343.58
Ins Adj-Life A/Tax	0.00	-2.19	-2.54
Ins Adj-VTL A/Tax	0.00	-50.00	0.00
Ins-Adj-Vision CAF	0.00	-8.92	0.00
Life	0.00	162.80	906.78
Life-125-685	0.00	1.10	15.24
Life-Grant 228	0.00	0.00	2.54
Life-Grant 318-578	0.00	1.10	2.54
Life-Grant 318-592	0.00	0.00	2.54
MASA	0.00	872.25	0.00
MRP	0.00	2,951.83	0.00
Ret-GTL	846,620.48	0.00	2,031.79
Retirement	846,620.48	59,263.56	93,551.77
Valic	0.00	4,899.00	0.00
Vision CAF 125-685	0.00	2.29	0.00
Vision Ins After Tax	0.00	49.63	0.00
Vision-CAF	0.00	787.64	0.00
Vision-Grant 228	0.00	2.29	0.00
Vision-Grant 318-578	0.00	4.59	0.00
Vision-Grant 318-592	0.00	2.29	0.00
Total:	106,904.36	509,927.84	

RECAP 01 - Waller County, TX

Earnings:	851,470.07	Benefits:	1,444.27	Deductions:	106,904.36	Taxes:	123,638.70	Net Pay:	62

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06392 - PYPKT03545 - 07/12/24 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC.									**Vendor Total:**	**872.25**
INV0008487 Payroll Deduction	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	872.25	0.00	0.00	0.00	872.25

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	872.25	0.00	0.00	0.00	872.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111450	MASA		872.25	0%

Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT									**Vendor Total:**	**132.18**
INV0008497 Remit ID 912598339 / Order ID 2010248223	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/12/2024	7/12/2024 No	132.18	0.00	0.00	0.00	132.18

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	132.18	0.00	0.00	0.00	132.18

Distributions

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

Vendor: 17845 - MISSISSIPPI DEPARTMENT OF HUMAN SERVICES									**Vendor Total:**	**200.78**
INV0008468 Case No. 616715054	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/12/2024	7/12/2024 No	200.78	0.00	0.00	0.00	200.78

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	200.78	0.00	0.00	0.00	200.78

Distributions

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

Vendor: 07548 - TAC HEBP									**Vendor Total:**	**447,101.97**
CM0000666 BCBS invoice	Credit Memo APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	-30.50	0.00	0.00	0.00	-30.50

Items

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

Distributions

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

CM0000667 BCBS invoice	Credit Memo APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	-4.73	0.00	0.00	0.00	-4.73

Items

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

Distributions

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

CM0000668 BCBS invoice	Credit Memo APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	-50.00	0.00	0.00	0.00	-50.00

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	-50.00	0.00	0.00	0.00	-50.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		-50.00	0%

CM0000669	Credit Memo	7/12/2024	7/12/2024	7/31/2024	7/12/2024	-8.92	0.00	0.00	0.00	-8.92
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	-8.92	0.00	0.00	0.00	-8.92

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		-8.92	0%

INV0008469	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	232.10	0.00	0.00	0.00	232.10
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

INV0008470	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	641.25	0.00	0.00	0.00	641.25
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	641.25	0.00	0.00	0.00	641.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		641.25	0%

INV0008471	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	12,791.55	0.00	0.00	0.00	12,791.55
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	12,791.55	0.00	0.00	0.00	12,791.55

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		12,791.55	0%

INV0008472	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	30.50	0.00	0.00	0.00	30.50
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

INV0008473	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	55.05	0.00	0.00	0.00	55.05
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Item 3.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008474	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	30.50	0.00	0.00	0.00	30.50
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008475	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	6,949.96	0.00	0.00	0.00	6,949.96
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008476	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	19,641.42	0.00	0.00	0.00	19,641.42
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	19,641.42	0.00	0.00	0.00	19,641.42

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		19,641.42	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008477	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	400,591.44	0.00	0.00	0.00	400,591.44
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	400,591.44	0.00	0.00	0.00	400,591.44

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		400,591.44	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008478	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	1,082.04	0.00	0.00	0.00	1,082.04
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008479	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	1,696.76	0.00	0.00	0.00	1,696.76
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008480	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	1,082.04	0.00	0.00	0.00	1,082.04
BCBS Invoice	APBNK - APBNK				No					

Item 3.

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

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008481	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	428.14	0.00	0.00	0.00	428.14
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	428.14	0.00	0.00	0.00	428.14

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		428.14	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008482	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	1,069.58	0.00	0.00	0.00	1,069.58
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	1,069.58	0.00	0.00	0.00	1,069.58

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		1,069.58	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008483	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	16.34	0.00	0.00	0.00	16.34
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008484	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008485	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	3.64	0.00	0.00	0.00	3.64
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008486	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK				No					

Items

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

Distributions

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

Item 3.

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
INV0008491 BCBS Invoice	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	2.29	0.00	0.00	0.00	2.29

Items

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

Distributions

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

INV0008492 BCBS Invoice	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	49.63	0.00	0.00	0.00	49.63

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	49.63	0.00	0.00	0.00	49.63

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		49.63	0%

INV0008493 BCBS Invoice	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	787.64	0.00	0.00	0.00	787.64

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	787.64	0.00	0.00	0.00	787.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		787.64	0%

INV0008494 BCBS Invoice	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	2.29	0.00	0.00	0.00	2.29

Items

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

Distributions

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

INV0008495 BCBS Invoice	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	4.59	0.00	0.00	0.00	4.59

Items

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

Distributions

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

INV0008496 BCBS Invoice	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	2.29	0.00	0.00	0.00	2.29

Items

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

Distributions

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

Vendor: 07551 - TEXAS ASSOCIATION OF COUNTIES **Vendor Total: 1,237.77**

INV0008501 Quarterly unemployment	Invoice APBNK - APBNK	7/12/2024	7/12/2024	7/31/2024	7/12/2024 No	1,237.77	0.00	0.00	0.00	1,237.77

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Quarterly unemployment	N/A	0.00	0.00	1,237.77	0.00	0.00	0.00	1,237.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-200-112900	Accounts Payable		1,237.77	0%

Vendor: 12759 - WILLIAM E. HEITKAMP, CHAPTER 13 TRUSTEE **Vendor Total:** **902.31**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008464	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	902.31	0.00	0.00	0.00	902.31
Re: Case # 23-32932-H3-13	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Wage Deduction	N/A	0.00	0.00	902.31	0.00	0.00	0.00	902.31

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		902.31	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Credit Memo	4	-94.15	0.00	0.00	0.00	-94.15	0.00	-94.15
Invoice	29	450,541.41	0.00	0.00	0.00	450,541.41	0.00	450,541.41
	Grand Total:	**450,447.26**	**0.00**	**0.00**	**0.00**	**450,447.26**	**0.00**	**450,447.26**

Account Summary

Account	Name		Amount
999-200-112900	Accounts Payable		1,237.77
999-203-111200	Medical Insurance		21,372.21
999-203-111301	Medical Insurance/Cafeteria		425,729.76
999-203-111450	MASA		872.25
999-203-111500	Wage Garnishment		1,235.27
		Total:	**450,447.26**

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06393 - PYPKT03545 - 07/12/24 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 01555 - INTERNAL REVENUE SERVICE									**Vendor Total:**	**186,259.01**
INV0008498	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	23,738.62	0.00	0.00	0.00	23,738.62
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 7/12/2024			**Bank Draft:**	DFT0004149

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	23,738.62	0.00	0.00	0.00	23,738.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		23,738.62	0%

INV0008499	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	101,502.00	0.00	0.00	0.00	101,502.00
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 7/12/2024			**Bank Draft:**	DFT0004150

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	101,502.00	0.00	0.00	0.00	101,502.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		101,502.00	0%

INV0008500	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	61,018.39	0.00	0.00	0.00	61,018.39
941 Federal Withholding	APBNK - APBNK				No	**Payment Date:** 7/12/2024			**Bank Draft:**	DFT0004151

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	61,018.39	0.00	0.00	0.00	61,018.39

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		61,018.39	0%

Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM									**Vendor Total:**	**154,847.12**
INV0008488	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	2,031.79	0.00	0.00	0.00	2,031.79
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 7/31/2024			**Bank Draft:**	DFT0004146

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	2,031.79	0.00	0.00	0.00	2,031.79

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		2,031.79	0%

INV0008489	Invoice	7/12/2024	7/12/2024	7/31/2024	7/12/2024	152,815.33	0.00	0.00	0.00	152,815.33
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 7/31/2024			**Bank Draft:**	DFT0004147

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	152,815.33	0.00	0.00	0.00	152,815.33

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		152,815.33	0%

Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT									**Vendor Total:**	**4,924.76**
INV0008465	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	3,964.54	0.00	0.00	0.00	3,964.54
Child support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 7/12/2024			**Bank Draft:**	DFT0004143

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

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	3,964.54	0.00	0.00	0.00	3,964.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		3,964.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008466	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	923.30	0.00	0.00	0.00	923.30
Child Support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 7/12/2024		**Bank Draft:**		DFT0004144

Items

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

Distributions

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

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008467	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	36.92	0.00	0.00	0.00	36.92
Child Support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 7/12/2024		**Bank Draft:**		DFT0004145

Items

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

Distributions

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

Vendor: 08160 - VARIABLE ANNUITY LIFE INS. **Vendor Total:** **4,899.00**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008490	Invoice	7/12/2024	7/12/2024	7/12/2024	7/12/2024	4,899.00	0.00	0.00	0.00	4,899.00
Payroll Deductions	APBNK - APBNK				No	**Payment Date:** 7/12/2024		**Bank Draft:**		DFT0004148

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deductions	N/A	0.00	0.00	4,899.00	0.00	0.00	0.00	4,899.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-112000	VALIC		4,899.00	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	350,929.89	0.00	0.00	0.00	350,929.89	350,929.89	0.00
	Grand Total:	**350,929.89**	**0.00**	**0.00**	**0.00**	**350,929.89**	**350,929.89**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		125,240.62
999-203-110200	FIT Payable		61,018.39
999-203-111401	Retirement TCDRS		154,847.12
999-203-111500	Wage Garnishment		4,924.76
999-203-112000	VALIC		4,899.00
		Total:	**350,929.89**

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter				Item 4.
1	2	3	4	

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

COMPTROLLER USE ONLY

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

THIS SECTION TO BE COMPLETED BY COUNTY

County name/address for warrant or direct deposit notification

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

County taxpayer identification number: 17460010790

Mail code: 001

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

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

JUROR PAYMENT REIMBURSEMENT REQUEST

CALENDAR CLAIM QUARTER	CLAIM DUE BY	CLAIM WILL BE PAID BY		AMOUNT REQUESTED		
Q1 Apr 1 to June 30 2024	July 19, 2024	Aug 16, 2024		$842.00		

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

COUNTY CERTIFICATION

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

sign here	Authorized Official/Commissioner's Court	Title	Date

COUNTY CONTACT INFORMATION

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

COMPTROLLER'S JUDICIARY SECTION APPROVAL

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

☐ Direct deposit ☐ Check enclosed

Audited by:	Date

SEE REVERSE SIDE FOR PROCEDURES AND FURTHER INSTRUCTIONS

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\ ' (2...fl6)
QUARTERLY REQUEST FOR COUNTY
REIMBURSEMENT OF JUROR PAYMENTS
- *Texas Government Code 61.0015-*

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

SUPPORTING DOCUMENTATION

Please Circle Claim Quarter			
1	(2)	3	4

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	**4/1/2024-6/30/2024**	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		Petit Jury					
1	4/29/2024	LUD AUGUSTIN, JR	1	20.00	14.00	0.00	14.00
2	4/29/2024	DESTINEE BAILEY	1	20.00	14.00	0.00	14.00
3	4/29/2024	JOHN BAKER	1	20.00	14.00	0.00	14.00
4	4/29/2024	FABRICIO BARROS LIMA	1	20.00	14.00	0.00	14.00
5	4/29/2024	CYNTHIA BARTON	1	20.00	14.00	0.00	14.00
6	4/29/2024	MATHEW BASSE	1	20.00	14.00	0.00	14.00
7	4/29/2024	TORIE BIALAS	1	20.00	14.00	0.00	14.00
8	4/29/2024	KAYLEIGH BONNER	1	20.00	14.00	0.00	14.00
9	4/29/2024	SUZANNE BREAUX	1	20.00	14.00	0.00	14.00
10	4/29/2024	BELINDA BROOKS	1	20.00	14.00	0.00	14.00
11	4/29/2024	KERRY BRUCE	1	20.00	14.00	0.00	14.00
12	4/29/2024	ANDREW CARL	1	20.00	14.00	0.00	14.00
13	4/29/2024	ABHINAY CHADA	1	20.00	14.00	0.00	14.00
14	4/29/2024	CAMILLE CHATELAIN	1	20.00	14.00	0.00	14.00
15	4/29/2024	AUDREY CLARK	1	20.00	14.00	0.00	14.00
16	4/29/2024	ALASENDRO COLLETTE II	1	20.00	14.00	0.00	14.00
17	4/29/2024	CRYSTAL COOKSEY	1	20.00	14.00	0.00	14.00
18	4/29/2024	ALEXIS CORONADO	1	20.00	14.00	0.00	14.00
19	4/29/2024	SAMMY BELL	1	20.00	14.00	0.00	14.00
20	4/29/2024	CYNTHIA DANIELS	1	20.00	14.00	0.00	14.00
21	4/29/2024	KISHA DANTE	1	20.00	14.00	0.00	14.00
22	4/29/2024	DONALD DATRAY	1	20.00	14.00	0.00	14.00
23	4/29/2024	MICHAEL DAYTER	1	20.00	14.00	0.00	14.00
24	4/29/2024	HUNG DINH	1	20.00	14.00	0.00	14.00
25	4/29/2024	EUGENE DOLAN	1	20.00	14.00	0.00	14.00
26	4/29/2024	ELIZABETH DOMINGUEZ	1	20.00	14.00	0.00	14.00
27	4/29/2024	ADAM ELICK	1	20.00	14.00	0.00	14.00
28	4/29/2024	FLORENCE FAICHTINGER	1	20.00	14.00	0.00	14.00
29	4/29/2024	STEVEN FARNSWORTH	1	20.00	14.00	0.00	14.00
30	4/29/2024	ISABELLA FIGUEROA	1	20.00	14.00	0.00	14.00
							420.00

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

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

SUPPORTING DOCUMENTATION

Please Circle Claim Quarter

1 (2) 3 4

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	**4/1/2024-6/30/2024**	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		Petit Jury					
1	4/29/2024	ELISA GARCIA	1	20.00	14.00	0.00	14.00
2	4/29/2024	JUAN GARCIA	1	20.00	14.00	0.00	14.00
3	4/29/2024	DANIEL GOMEZ	1	20.00	14.00	0.00	14.00
4	4/29/2024	RICHARD GONZALEZ	1	20.00	14.00	0.00	14.00
5	4/29/2024	JAMES GOODE	1	20.00	14.00	0.00	14.00
6	4/29/2024	BARBARA GOODEN	1	20.00	14.00	0.00	14.00
7	4/29/2024	RUTH HALILOVIC	1	20.00	14.00	0.00	14.00
8	4/29/2024	STEFANIE HALVORSON	1	20.00	14.00	0.00	14.00
9	4/29/2024	IAN HAMILTON	1	20.00	14.00	0.00	14.00
10	4/29/2024	ZACK HICKS JR	1	20.00	14.00	0.00	14.00
11	4/29/2024	GAIL HOLLIDAY	1	20.00	14.00	0.00	14.00
12	4/29/2024	JEAN JAMEAU	1	20.00	14.00	0.00	14.00
13	4/29/2024	CHANDRA JOHNSON	1	20.00	14.00	0.00	14.00
14	4/29/2024	TRACY JOHNSON	1	20.00	14.00	0.00	14.00
15	4/29/2024	DAYNIKA JONES	1	20.00	14.00	0.00	14.00
16	4/29/2024	JOSEPH KEOWN	1	20.00	14.00	0.00	14.00
17	4/29/2024	BRITTANI LEGGETT	1	20.00	14.00	0.00	14.00
18	4/29/2024	DARLA MCFARLAND	1	20.00	14.00	0.00	14.00
19	4/29/2024	ERIKA MCCLELLAN	1	20.00	14.00	0.00	14.00
20	4/29/2024	KIRK MCCLUSKEY	1	20.00	14.00	0.00	14.00
21	4/29/2024	MICHAEL MOHR	1	20.00	14.00	0.00	14.00
22	4/29/2024	MARILYN MOHS	1	20.00	14.00	0.00	14.00
23	4/29/2024	JOANNA OVIEDO	1	20.00	14.00	0.00	14.00
24	4/29/2024	JORETTA PARKER	1	20.00	14.00	0.00	14.00
25	4/29/2024	JOSHUA PEARSON	1	20.00	14.00	0.00	14.00
26	4/29/2024	CHRISTOPHER PFEFFER	1	20.00	14.00	0.00	14.00
27	4/29/2024	TANESHA PINSON	1	20.00	14.00	0.00	14.00
28	4/29/2024	MICHAEL PONCE	1	20.00	14.00	0.00	14.00
29	4/29/2024	BRENDA RENTERIA	1	20.00	14.00	0.00	14.00
30	4/29/2024	JACOB RING	1	20.00	14.00	0.00	14.00
							420.00

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QUARTERLY REQUEST FOR COUNTY
REIMBURSEMENT OF JUROR PAYMENTS
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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

SUPPORTING DOCUMENTATION

Please Circle Claim Quarter

1 (2) 3 4

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	4/1/2024-6/30/2024	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		Petit Jury					
1	4/29/2024	GLADYS ROBINSON	1	20.00	14.00	0.00	14.00
2	4/29/2024	JAMIE SABALA	1	20.00	14.00	0.00	14.00
3	4/29/2024	LAQUICHA SCRIVENS	1	20.00	14.00	0.00	14.00
4	4/29/2024	DYLAN SHARP	1	20.00	14.00	0.00	14.00
5	4/29/2024	KIMBERLY SPENCE	1	20.00	14.00	0.00	14.00
6	4/29/2024	KRYSTAL STILES	1	20.00	14.00	0.00	14.00
7	4/29/2024	TASHYA MOORE	1	20.00	14.00	0.00	14.00
8	4/29/2024	DAPHINE TAYLOR	1	20.00	14.00	0.00	14.00
9	4/29/2024	CHRISTOPHER TERRANOVA	1	20.00	14.00	0.00	14.00
10	4/29/2024	SHANE TERRY	1	20.00	14.00	0.00	14.00
11	4/29/2024	KEITH TONES	1	20.00	14.00	0.00	14.00
12	4/29/2024	MARVIN UMANA	1	20.00	14.00	0.00	14.00
13	4/29/2024	LATASHA UPSHAW	1	20.00	14.00	0.00	14.00
14	4/29/2024	JOSHUA WATTS	1	20.00	14.00	0.00	14.00
15	4/29/2024	DEWANDA WNDEL	1	20.00	14.00	0.00	14.00
16	4/29/2024	VERGE WHITEHEAD JR	1	20.00	14.00	0.00	14.00
17	4/29/2024	NATHAN WILEY	1	20.00	14.00	0.00	14.00
18	4/29/2024	BRANDON WILKINS	1	20.00	14.00	0.00	14.00
19	4/29/2024	ONITA WILLIAMS	1	20.00	14.00	0.00	14.00
20	4/29/2024	JERRY WILLIS	1	20.00	14.00	0.00	14.00
21	4/29/2024	CYNTHIA ZORN	1	20.00	14.00	0.00	14.00
22	5/7/2024	EMILY ALVAREZ	1	20.00	14.00	0.00	14.00
23	5/7/2024	DAVID ANDERSON	1	20.00	14.00	0.00	14.00
24	5/7/2024	CAROLYN BROWN	1	20.00	14.00	0.00	14.00
25	5/7/2024	JORDAN CANTU	1	20.00	14.00	0.00	14.00
26	5/7/2024	LINDA CASEY	1	20.00	14.00	0.00	14.00
27	5/7/2024	ELIZABETH COLLIGAN-PARKER	1	20.00	14.00	0.00	14.00
28	5/7/2024	JACOB COOPER	1	20.00	14.00	0.00	14.00
29	5/7/2024	KIMBERLY CROSBY	1	20.00	14.00	0.00	14.00
30	5/7/2024	ALICE DECUIR	1	20.00	14.00	0.00	14.00
							420.00

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

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

SUPPORTING DOCUMENTATION

Please Circle Claim Quarter

1 (2) 3 4

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	4/1/2024-6/30/2024	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		Petit Jury					
1	5/7/2024	KATHRYN DENTON	1	20.00	14.00	0.00	14.00
2	5/7/2024	JAMES GILLILAND	1	20.00	14.00	0.00	14.00
3	5/7/2024	JOSE GUERRERO	1	20.00	14.00	0.00	14.00
4	5/7/2024	TERRI HAWKINS	1	20.00	14.00	0.00	14.00
5	5/7/2024	JERRY HICKS JR	1	20.00	14.00	0.00	14.00
6	5/7/2024	THERISA HUCKLEBY	1	20.00	14.00	0.00	14.00
7	5/7/2024	JULIE JONES	1	20.00	14.00	0.00	14.00
8	5/7/2024	JAMES JOZWIAK	1	20.00	14.00	0.00	14.00
9	5/7/2024	DENISE LLOYD	1	20.00	14.00	0.00	14.00
10	5/7/2024	BARRY LUTZ	1	20.00	14.00	0.00	14.00
11	5/7/2024	CHRISTOPHER MAYNARD	1	20.00	14.00	0.00	14.00
12	5/7/2024	PATRICK OLIVER	1	20.00	14.00	0.00	14.00
13	5/7/2024	RUDOLPH POPESZKU	1	20.00	14.00	0.00	14.00
14	5/7/2024	RAUL RANGEL	1	20.00	14.00	0.00	14.00
15	5/7/2024	PAUL REID	1	20.00	14.00	0.00	14.00
16	5/7/2024	JENNIFER REYNA	1	20.00	14.00	0.00	14.00
17	5/7/2024	DARREN ROGERS	1	20.00	14.00	0.00	14.00
18	5/7/2024	MARCOS RODRIGUEA	1	20.00	14.00	0.00	14.00
19	5/7/2024	TYLER SEAMAN	1	20.00	14.00	0.00	14.00
20	5/7/2024	WENDY SONNEN	1	20.00	14.00	0.00	14.00
21	5/7/2024	CHRIS TETER	1	20.00	14.00	0.00	14.00
22	5/7/2024	VALERIE WILSON	1	20.00	14.00	0.00	14.00
23	5/10/2024	EBAI ANTOINE FAUREL	1	20.00	14.00	0.00	14.00
24	5/10/2024	RASHONDA ATKINS	1	20.00	14.00	0.00	14.00
25	5/10/2024	SANDRA BATRES	1	20.00	14.00	0.00	14.00
26	5/10/2024	KERFEGAR BILIMORA	1	20.00	14.00	0.00	14.00
27	5/10/2024	IRENE BODDEN	1	20.00	14.00	0.00	14.00
28	5/10/2024	JANA BUSINGER	3	136.00	14.00	104.00	118.00
29	5/10/2024	ANTONIO CABRERA	1	20.00	14.00	0.00	14.00
30	5/10/2024	RECA CAMPBELL	1	20.00	14.00	0.00	14.00
							524.00

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

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

SUPPORTING DOCUMENTATION

Please Circle Claim Quarter

1 (2) 3 4

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	4/1/2024-6/30/2024	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		Petit Jury					
1	5/10/2024	KATRENA CARSON	1	20.00	14.00	0.00	14.00
2	5/10/2024	FELESHA COLLINS	1	20.00	14.00	0.00	14.00
3	5/10/2024	JONATHAN COUNCIL	3	136.00	14.00	104.00	118.00
4	5/10/2024	AMBER DAVIS	1	20.00	14.00	0.00	14.00
5	5/10/2024	SARA DAWSON	1	20.00	14.00	0.00	14.00
6	5/10/2024	GREG DORAN	1	20.00	14.00	0.00	14.00
7	5/10/2024	TABITHA DUNAYCZAN	3	136.00	14.00	104.00	118.00
8	5/10/2024	GARY ECKERMANN	3	20.00	14.00	0.00	14.00
9	5/10/2024	NICHOLAS ELTON	1	20.00	14.00	0.00	14.00
10	5/10/2024	YOLANDA FUSILIER	1	20.00	14.00	0.00	14.00
11	5/10/2024	RODERICK GOLSTON	1	20.00	14.00	0.00	14.00
12	5/10/2024	EMILY GRENNON	3	20.00	14.00	104.00	118.00
13	5/10/2024	CLAIR HACKETT	1	20.00	14.00	0.00	14.00
14	5/10/2024	JESSICA HALL	1	20.00	14.00	0.00	14.00
15	5/10/2024	MARK HERZOG	1	20.00	14.00	0.00	14.00
16	5/10/2024	ERIC HIRSCH	1	20.00	14.00	0.00	14.00
17	5/10/2024	MISTY HUEBNER	1	20.00	14.00	0.00	14.00
18	5/10/2024	CHELSEA HUNNICUTT	1	20.00	14.00	0.00	14.00
19	5/10/2024	AMANDA JONES	1	20.00	14.00	0.00	14.00
20	5/10/2024	MALCOLM KERLEGAN	1	20.00	14.00	0.00	14.00
21	5/10/2024	CHRISTOPHER LARCOM	1	20.00	14.00	0.00	14.00
22	5/10/2024	MICHELLE LEMEROND	1	20.00	14.00	0.00	14.00
23	5/10/2024	ROBERT MATHIS	1	20.00	14.00	0.00	14.00
24	5/10/2024	MARIO MORA GUTIERREZ	1	20.00	14.00	0.00	14.00
25	5/10/2024	HANNAH NESEVITCH	1	20.00	14.00	0.00	14.00
26	5/10/2024	ANA NINO	2	136.00	14.00	104.00	118.00
27	5/10/2024	VACITA NOBLES	1	20.00	14.00	0.00	14.00
28	5/10/2024	VERONICA PRESCHER	1	20.00	14.00	0.00	14.00
29	5/10/2024	LISA RAGSTON	1	20.00	14.00	0.00	14.00
30	5/10/2024	QUENTON ROBINSON	3	136.00	14.00	104.00	118.00
							940.00

6"£')' · 74-215
\ ' (2...fl6)
QUARTERLY REQUEST FOR COUNTY
REIMBURSEMENT OF JUROR PAYMENTS
- *Texas Government Code 61.0015-*

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

SUPPORTING DOCUMENTATION

Please Circle Claim Quarter

1 (2) 3 4

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	4/1/2024-6/30/2024	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addl'l days/$52.00	
Jury Type-+		Petit Jury					
1	5/10/2024	JENNIFER SIMS	1	20.00	14.00	0.00	14.00
2	5/10/2024	KILEE SMART	1	20.00	14.00	0.00	14.00
3	5/10/2024	PAMELA STEFENS	1	20.00	14.00	0.00	14.00
4	5/10/2024	NGAN TRAN	1	20.00	14.00	0.00	14.00
5	6/17/2024	LELANI ADDISON	1	20.00	14.00	0.00	14.00
6	6/17/2024	EMILY ASHWORTH	1	20.00	14.00	0.00	14.00
7	6/17/2024	DENA BAGGETT	1	20.00	14.00	0.00	14.00
8	6/17/2024	SHARON BRISTER	1	20.00	14.00	0.00	14.00
9	6/17/2024	CHRISOPHER CHASE	1	20.00	14.00	0.00	14.00
10	6/17/2024	ELIZABETH COWLS	1	20.00	14.00	0.00	14.00
11	6/17/2024	LIZBET DE LOS SANTOS	1	20.00	14.00	0.00	14.00
12	6/17/2024	RICARDO DELGADO	1	20.00	14.00	0.00	14.00
13	6/17/2024	BETH ENDSLEY	1	20.00	14.00	0.00	14.00
14	6/17/2024	ANDREW ENGEL	1	20.00	14.00	0.00	14.00
15	6/17/2024	MIA GUILLEN	1	20.00	14.00	0.00	14.00
16	6/17/2024	MARVIN HONEYCUTT	1	20.00	14.00	0.00	14.00
17	6/17/2024	CECILIA HRUSKA	1	20.00	14.00	0.00	14.00
18	6/17/2024	ANNETTE HUERTA	1	20.00	14.00	0.00	14.00
19	6/17/2024	FRANKLIN MILLER	1	20.00	14.00	0.00	14.00
20	6/17/2024	ELIZABETH REEVES	1	20.00	14.00	0.00	14.00
21	6/17/2024	ARCHMEDUS TAYLOR	1	20.00	14.00	0.00	14.00
22	6/17/2024	LABRADFORD TAYLOR	1	20.00	14.00	0.00	14.00
23	6/17/2024	MELL YOUNG	1	20.00	14.00	0.00	14.00
24							
25							
26							
27							
28							
29							
30							
							322.00

6"£')' · 74-215
\. '. (2...fl6)
QUARTERLY REQUEST FOR COUNTY
REIMBURSEMENT OF JUROR PAYMENTS
- *Texas Government Code 61.0015-*

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

SUPPORTING DOCUMENTATION

Please Circle Claim Quarter

1 (2) 3 4

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	4/1/2024-6/30/2024	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		GRAND JURY					
1	6/24/2024	BAKER, JOSHUA	3	174.00	14.00	104.00	118.00
2	6/24/2024	TERENCE BOLING	4	232.00	14.00	156.00	170.00
3	6/24/2024	JAMIE BONILLA-MEJIA	4	232.00	14.00	156.00	170.00
4	6/24/2024	CHANTIL DELAY	5	290.00	14.00	208.00	222.00
5	6/24/2024	JUSTIN FRISINA	5	290.00	14.00	208.00	222.00
6	6/24/2024	ROSLYN HOLLOWAY	5	290.00	14.00	208.00	222.00
7	6/24/2024	RICKY MELLMAN	6	348.00	14.00	260.00	274.00
8	6/24/2024	TERA MILLER	3	174.00	14.00	104.00	118.00
9	6/24/2024	PISETH PEOU	3	20.00	14.00	104.00	118.00
10	6/24/2024	RACHEL PETERSON	5	290.00	14.00	208.00	222.00
11	6/24/2024	JESSICA SCHMIDT	3	174.00	14.00	104.00	118.00
12	6/24/2024	JANICE STRANGE	6	348.00	14.00	260.00	274.00
13	6/24/2024	CHRISTOPHER TREECE	6	348.00	14.00	260.00	274.00
14	6/24/2024	TAMMY VALDEZ	6	348.00	14.00	260.00	274.00
							2796.00

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Partial RePlat No. 1 Approval for Forest Hills Estates Subdivision Section 1 Lot 3.

Date: July 10, 2024

Background

Final Plat Partial RePlat No. 1 of Forest Hills Estates Subdivision Section 1 Lot 3 which consists of 5.034 acres will include 2 Lots and 1 Block in Precinct 2.

Staff Recommendation

Approve Plat

Metes and Bounds

5.034 Acres
Being a 5.034 acre tract of land situated in the Simpson Scott Survey, Abstract Number 248, of Waller County, Texas and being all of Lot 3 of FOREST HILLS ESTATES, a subdivision according to the map or plat thereof recorded in Volume 293, Page 541 of the Deed Records of Waller County, Texas; said 5.034 acres being more particularly described as follows with all bearings based on the North line of the subject property per the recorded plat;

BEGINNING at an iron rod with survey cap, found for the Northeast corner of the herein described tract, common with the Northwest corner of Lot 4 of said subdivision, same being in the South line of Lot 6 of said subdivision, and proceeding;

THENCE South 01 degrees 20 minutes 38 seconds East, along the East line of the herein described tract, common with the West line of said Lot 4, a distance of 416.39 feet, to a 5/8 inch iron rod, found for the Southeast corner of the herein described tract, common with the Southwest corner of said Lot 4, same being in the North right-of-way line of Reids Prairie Road, 100 feet wide;

THENCE South 88 degrees 23 minutes 53 seconds West, along the South line of the herein described tract, common with the North right-of-way line of Reids Prairie Road, a distance of 525.11 feet, to a Pk nail set, for the Southwest corner of the herein described tract, common with the Southeast corner of Lot 2 of said subdivision, same being in the centerline of Forest Hills Lane, a 60 feet wide roadway easement;

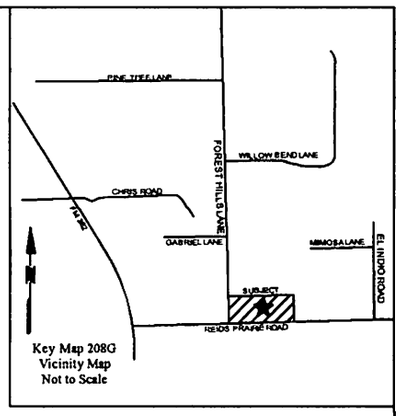
THENCE North 01 degrees 25 minutes 25 seconds West, along the West line of the herein described tract, common with the East line of said Lot 2 and the centerline of Forest Hills Lane, a distance of 418.36 feet, to a Pk nail found for the Northwest corner of the herein described tract, common with the Northeast corner of said Lot 2, the Southeast corner of Lot 5 of said subdivision and the Southwest corner of said Lot 6;

THENCE North 88 degrees 36 minutes 47 seconds East, along the North line of the herein described tract, common with the South line of said Lot 6, a distance of 525.68 feet, back to the POINT OF BEGINNING and containing 5.034 acres of land.

Steven L. Crews, Registered Professional Land Surveyor, Number 4141







Key Map 208G
Vicinity Map
Not to Scale

1. M.R.W.C.T. indicates Map Records of Waller County, Texas.
2. D.R.W.C.T. indicates Deed Records of Waller County, Texas.
3. R.P.R.W.C.T. indicates Real Property Records of Waller County, Texas.
4. FC NO. indicates Film Code Number.
5. CF NO. indicates Clerk's File Number.
6. PAE indicates Private Access Easement.
7. PUE indicates Public Utility Easement.
7. U.E. indicates Utility Easement.
9. No pipe line or pipe line easement exist within the boundaries of this plat.

FINAL PLAT
PARTIAL REPLAT NO. 1
OF FOREST HILLS ESTATES
SECTION ONE, LOT 3

Being a 5.034 acre tract of land situated in the Simpson Scott Survey, Abstract Number 248, of Waller County, Texas, being all of Lot 3, in FOREST HILLS ESTATES, Section One, according to the map or plat thereof recorded in Volume 293, Page 541 of the Deed Records of Waller County, Texas; said 5.034 acres being more particularly described by metes and bounds attached.

2 LOTS - 1 BLOCK

Reason for Replatting - Divide One Residential Lot into Two Residential Lots

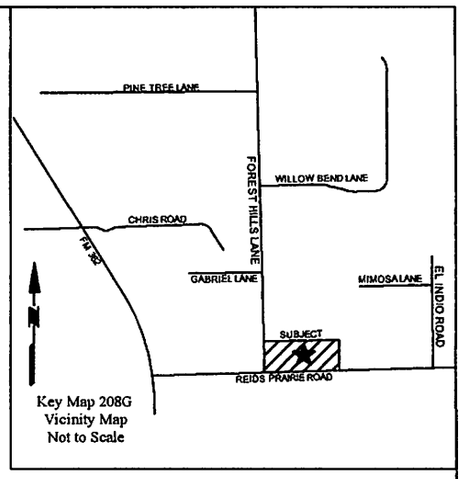
Surveyor:
C & C SURVEYING INC.
Firm Number 10009400
33300 Egypt Lane, Suite F200 Magnolia, Texas 77354
Office: 281-356-5172
survey@ccsurveying.com
www.ccsurveying.com

Owner/Developer:
DAWN ABERNATHY
& BRENT PETROSKI
33426 Willow Bend Lane
Waller, Texas 77484
Phone: 281-827-4963

March 2022
Sheet 1 of 2
21-0440

POWER POLE
FIRE HYDRANT
WATER METER
WATER VALVE
GUY WIRE
TELEPHONE PEDESTAL
CABLE MARKER





Key Map 208G
Vicinity Map
Not to Scale

VIVIAN WHITHOUSE &
GEORGIOS MANDAMADIOTIS
LOT 4
CF No. 2002766
R.P.R.W.C.T.
FOREST HILLS ESTATES
SECTION ONE
VOLUME 293, PAGE 541
D.R.W.C.T.

ICH FARMS LLC
3.6822 ACRES
o. 604177
R.W.C.T.

FINAL PLAT
PARTIAL REPLAT NO. 1
OF FOREST HILLS ESTATES
SECTION ONE, LOT 3

Being a 5.034 acre tract of land situated in the Simpson Scott Survey, Abstract Number 248, of Waller County, Texas, being all of Lot 3, in FOREST HILLS ESTATES, Section One, according to the map or plat thereof recorded in Volume 293, Page 541 of the Deed Records of Waller County, Texas; said 5.034 acres being more particularly described by metes and bounds attached.

2 LOTS - 1 BLOCK

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33426 Willow Bend Lane
Waller, Texas 77484
Phone: 281-827-4963

March 2022
Sheet 2 of 2
21-0440

STATE OF TEXAS

COUNTY OF WALLER

We, Dawn Abernathy and Brent Petroski, owners of the property subdivided in the above map of the PARTIAL REPLAT NO. 1 OF FOREST HILLS ESTATES, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

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

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

1. That drainage of septic tanks into roads, streets, alleys, or public ditches, streams, etc., either directly or indirectly is strictly prohibited.
2. All stock animals, horses, and fowl shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1-3/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator, or County Engineer. Culverts and bridges must be used for all driveways and/or walks, 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 this subdivision except as shown on the above plat.
6. There shall be no sanitary sewer system or any water well constructed within 50 feet of any lot line that does not adjoin a public road.

WITNESS OUR hands in Navasota Grimes County, Texas, this 27 day of JUNE, 2024.

Dawn Abernathy Brent Petroski

STATE OF Texas

COUNTY OF Grimes

BEFORE ME, the undersigned authority, on this day personally appeared Dawn Abernathy, known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration set forth.

Given under my hand and seal of office, this 27th day of June, 2024.

Notary Public
In and For Grimes County, TX

EUGENE CASTILLO JR.
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13260761-4
Expires July 28, 2024

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Brent Petroski, known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration set forth.

Given under my hand and seal of office, this ___day of_____, 20___.

Notary Public
In and For _____County, _____

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

Carbett J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within Instrument with the certificate of authentication was filed for registration in my office on the ____ day of ___ 20___,A.D. at _____ o'clock_____. m, in File # _____ of the Official Public Records of Waller County for said county.

Witness my hand and seal of office, at Hempstead, the day and date last above written.

Debbie Hollan

Clerk of the County Court
Waller County, Texas

By_____
Deputy

This is to certify that I Steven L. Crews, 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 pipe line or pipe line easement exist within the boundaries of this plat.

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 (500 year) floodplain as delineated on Waller County Community Panel# 48473C0075E, dated 3/18/2009.

Steven L. Crews, RPLS
TX Registration No. 4141

STATE OF TEXAS
REGISTERED
STEVEN L. CREWS
4141
PROFESSIONAL
LAND SURVEYOR

I, J. Ross McCall, County Engineer of Waller County, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County. No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

J. Ross McCall, P.E.
County Engineer

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

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

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

In a subdivision that is not served by fire hydrants as part of a centralized water system certified by the Texas Commission on Environmental Quality as meeting minimum standards for water utility service, the Commissioners Court may require a limited fire suppression system that requires a developer to construct:

For a subdivision of fewer than 50 houses, 2,500 gallons of storage; or
For a subdivision of 50 or more houses, 2,500 gallons of storage with a centralized water systemor 5,000 gallons of storage. from the District of the development plans, and a copy of said approval shall be submitted to the County Engineer as a requirement of final plat approval.

We, Citizens State Bank, owners and holders of a lien against the property described in the plat known as PARTIAL REPLAT NO. 1 OF FOREST HILLS ESTATES, said lien being evidenced by a deed of trust of record under Clerk's File No. 2112451 of the Real Property Records of Waller County, Texas, do hereby in all things subordinate to said plat said lien. We hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

By: Magdalena Rico

Loan Officer of Citizens State Bank

THE STATE OF TEXAS
COUNTY OF Grimes

BEFORE ME, the undersigned authority, on this day personally appeared Magdalena Rico, Loan Officer of Citizens State Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ____ executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein stated, and as the act and deed of said company.

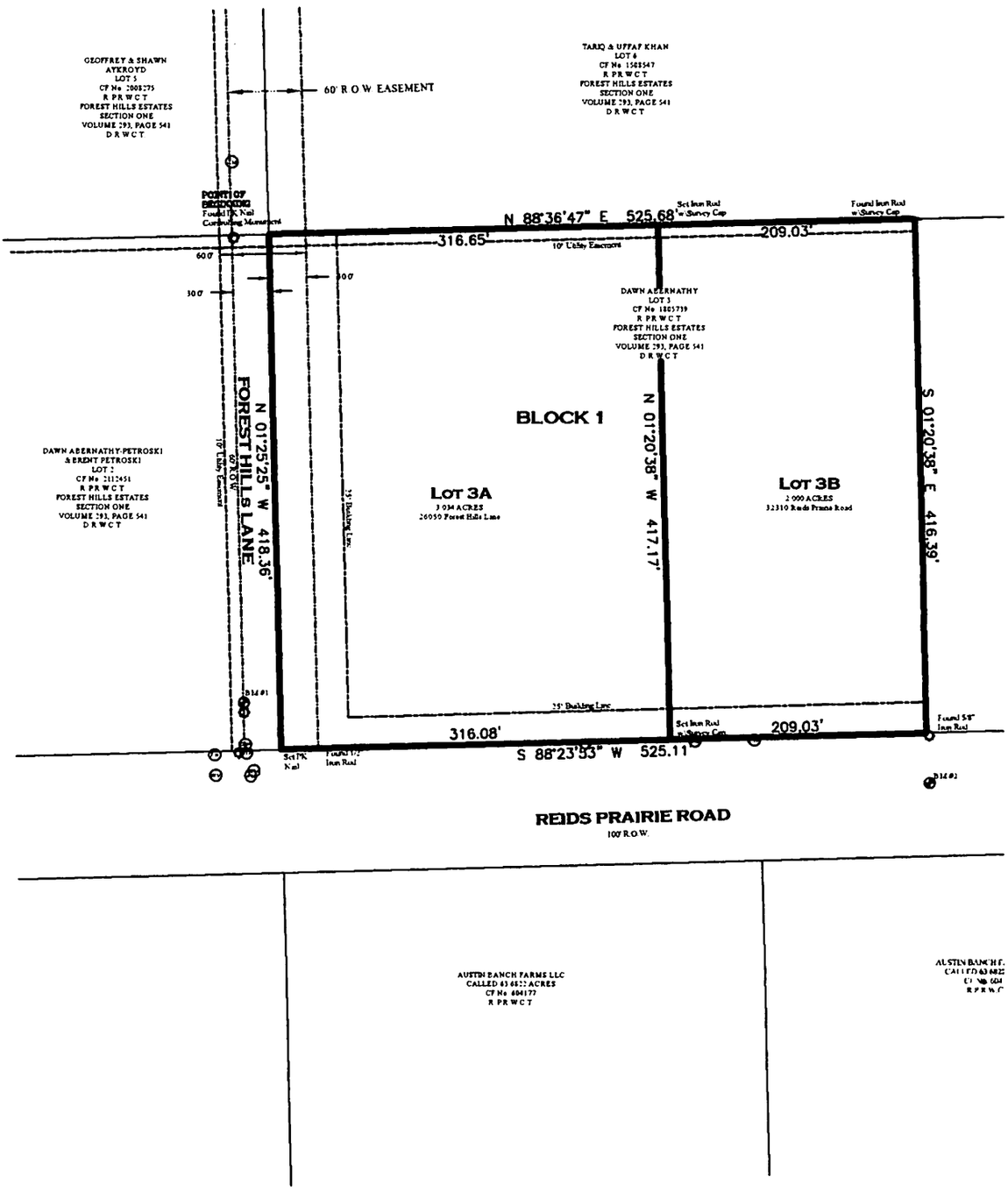
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of June, 2024.

Notary Public in and for the State of Texas

My Commission expires: 7/28/24

EUGENE CASTILLO JR.
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13260761-4
Expires July 28, 2024

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2. D.R. W.C.T. indicates Deed Records of Waller County, Texas.
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6. PAE indicates Private Access Easement.
7. PUE indicates Public Utility Easement.
8. U.E. indicates Utility Easement.
9. D.E. indicates Drainage Easement.
10. No pipe line or pipe line easement exist within the boundaries of this plat.
11. Elevation of BM is based on GPS observation.
12. BM #1: a Rail Road Spike set in power pole with a elevation of 289.97 feet.
    BM #2: a PK Nail set in asphalt at the Southeast Corner of subject property with a elevation of 300.36 feet.



24.UR.018

Item 6.

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

Formal notice is hereby given that CenterPoint Energy Gas (utility contractor) proposes to place a 2" IP Pla Svc within the right-of-way of 27878 Clay Rd (street) as follows:

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

Propose to install 234' of 2" IP Pla Svc gas along 27878 Clay Rd see drawing

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

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

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

Firm: CenterPoint Energy Gas
Address: 1111 Louisiana 1060
Houston, TX 77002

By: Andrea Pickens
Signature: Andrea Pickens
Phone: 713-207-4246

Title: Engineering Support Rep
Email: andrea.pickens@centerpointenergy.com

APPROVAL

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

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

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

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

P.P. Luke Fontenot
County Engineer or Road Administrator

6/17/2024
Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RWPG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 3-4
R&B Inspector: ROBERT J.P. GOODSPEED

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

ROAD: **Clay Rd**

DATE: **6/17/2024**

To: Andrea Pickens
[CenterPoint Energy Gas]
1111 Louisiana, Suite 1060
Houston, TX 70002
Permit # 24.UP.018

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **07/15/2024** is approved.

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

_____

Carbett "Trey" J. Duhon III, County Judge

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

_____

Date

_____

Debbie Hollan, County Clerk

_____

Deputy

DRAFTER: AN 5/23/24
CKR: JCL 5/23/24
ENGR:

RUSH PRIORITY

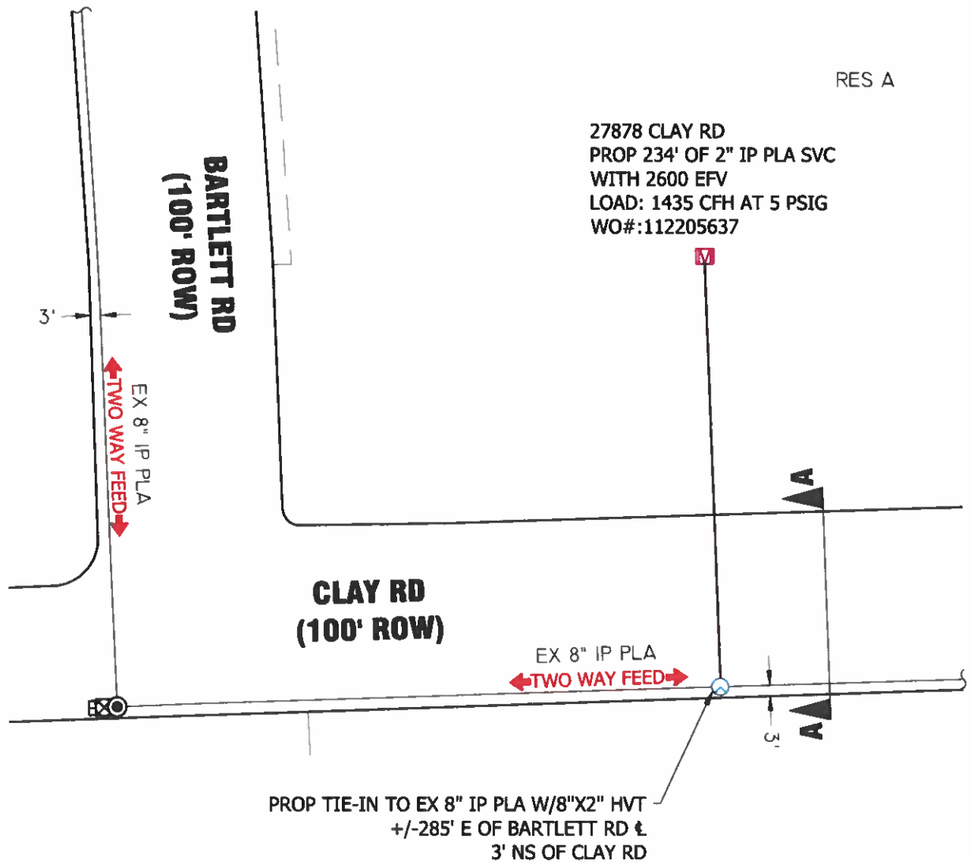
- PRIORITY 1 ☐
- PRIORITY 2 ☐
- NORMAL ☑

PERMITS REQUIRED FOR CONSTRUCTION

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



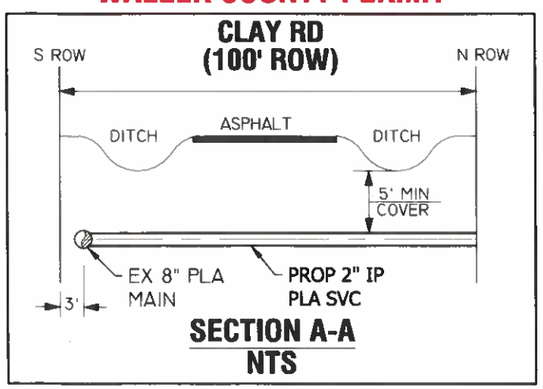
VICINITY MAP



GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (ANTHONY LE AT 713-207-9053) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART. •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (JOE FELLMAN AT 713-967-7311) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

WALLER COUNTY PERMIT



SECTION A-A
NTS

LEGEND

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

GAS SERVICE COORDINATOR:

COORDINATE SERVICE LOCATION WITH CYNTHIA MESHELL AT 281-561-6016

INSPECTOR: VICIENTE HERNANDEZ (346-762-9126)

PIPE SUMMARY GENERIC

PIPE REQUIRED WO#:112205637

234' 2" PLA SERVICE IP - Intermediate Pressure

234' TOTAL PIPE

DESIGNED BY: ANTHONY LE	713-207-9053
ESTIMATED COST: $	CONTRIBUTION: $
NEED DATE: 07/15/2024	COMPLETION DATE:

PURPOSE AND NECESSITY: TO PROVIDE NATURAL GAS TO COMMERCIAL CUSTOMER

DRAWN BY: AN	RECOMMENDED BY:	DATE:
DATE: 05/23/2024		
SCALE: 1:80		
SHEET: 1 OF 1	APPROVED BY:	DATE:

F:29940738 O:29880736 KM:443-H LAMBERT:4260 Z:N/A SZ:504 TC:N/A SOG:08850

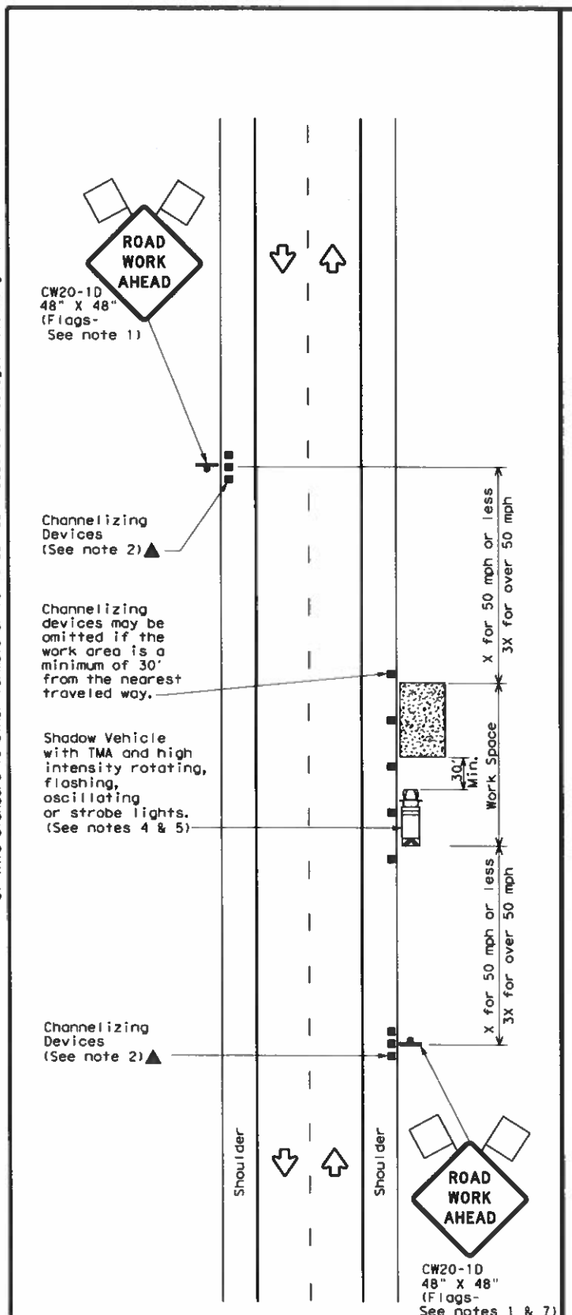
27878 CLAY RD
KATY, TEXAS

CenterPoint Energy
Texas Region – Houston Gas Engineering
DWG NO: EB5-2401519

5/23/2024 9:34:24 AM C:\USERS\U0236688\CENTERPOINT ENERGY\AUD IMPLEMENTATION CORE TEAM - AUD MASTER DRAWINGS\TIA\260509124.0059 - JOH - GENERATED.DWG

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

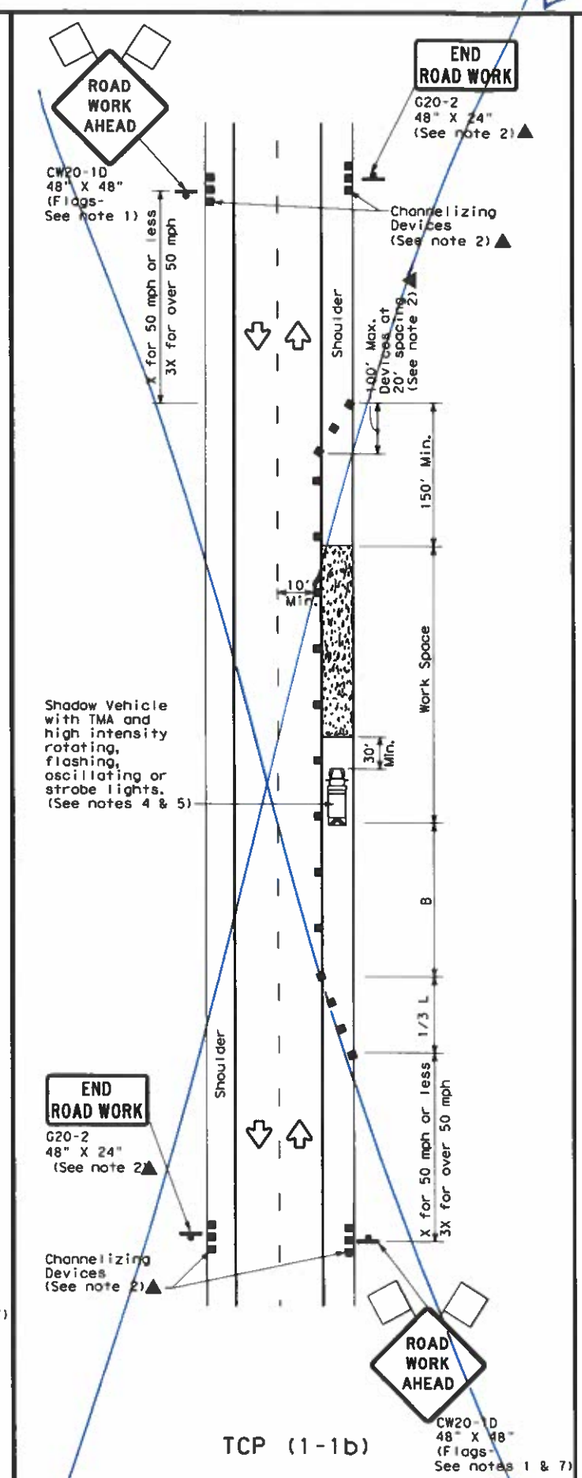
DATE:
FILE:



TCP (1-1a)

WORK SPACE NEAR SHOULDER

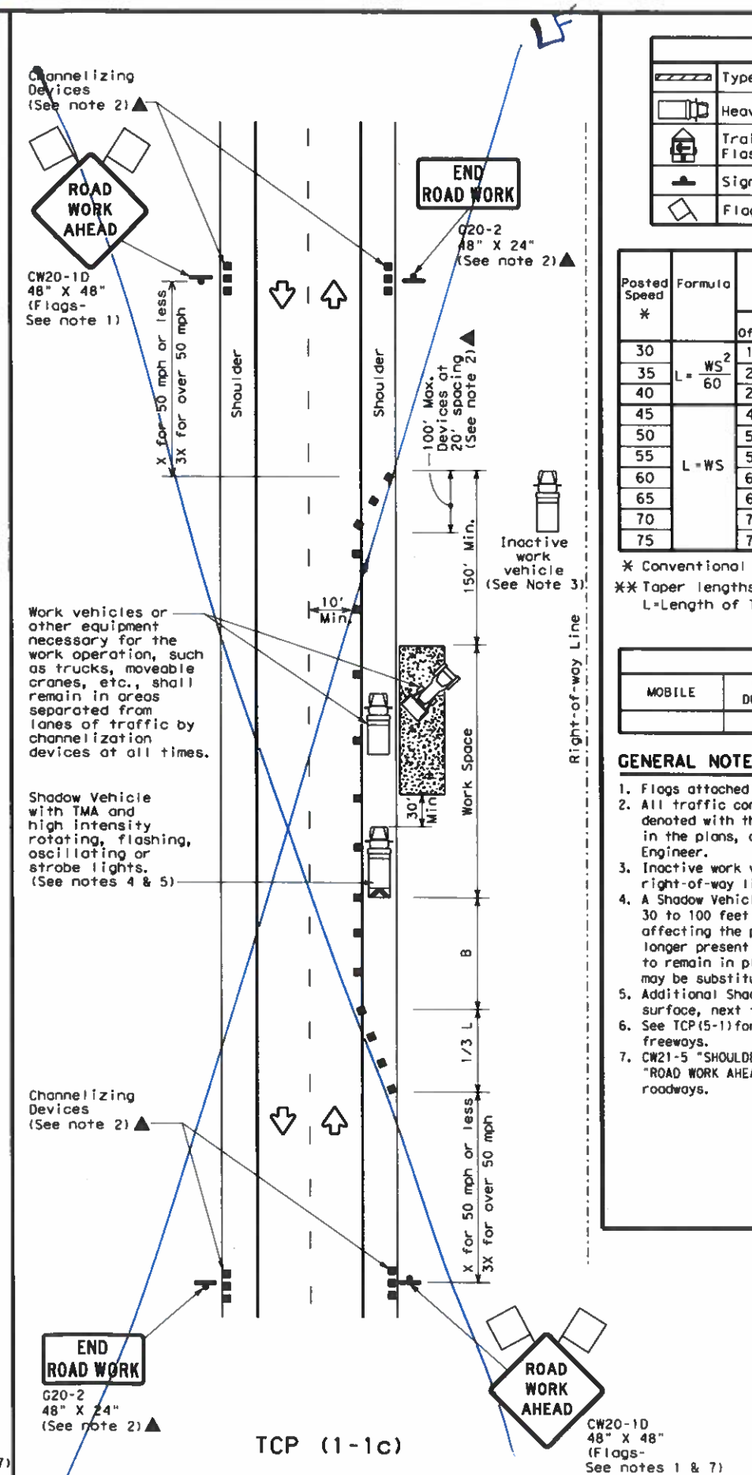
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

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

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

* Conventional Roads Only

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

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

GENERAL NOTES

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

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

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

151

Stephens & Flowers Funerals and Cremations
Mailing address:
2702 Sunnyside Ln. Pearland, Tx 77584

Office: 713.859.6117
Fax: 281.375.9356

Waller county

INVOICE

Invoice # 0000050

Invoice Date 06/05/2024

Due Date 06/05/2024

Item	Description	Unit Price	Quantity	Amount
	Direct Cremation	1750.00	1.00	1,750.00

Registration # 014142
Joan Sargent Waller Co. Treasurer
Deputy MD Date 6/14/24

JUN 12 '24 AM 8:21 AUDITOR
JUN 14 '24 AM 9:05 TREASURER

NOT

Subtotal	1,750.00
Total	1,750.00
Amount Paid	0.00
Balance Due	$1,750.00

Schmidt Funeral Home

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

INVOICE
June 18, 2024

JUN18'24PM2:08TREASURER

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

Registration # 014277
Joan Sargent Waller Co. Treasurer
Deputy MG Date 6/18/24

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			One Man First Call - -				$ 425.00
1			Transport to FBCME				$ 500.00
1			Body Bag				$ 200.00
						Balance Due	$ 1,125.00

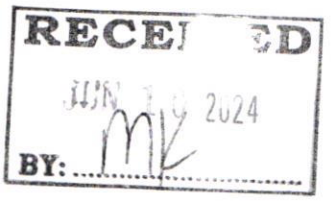
Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

JUN20'24AM8:14AUDITOR

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S MoPac Expy, Ste C400 Austin, Texas 78746 (512) 472-8021 Fax (512) 320-5638 Tax ID No 74-2153894



Waller County
836 Austin Street, Suite 203
Hempstead, TX 77445
Attention: Trey Duhon, County Judge

Registration # 014146
Joan Sargent Waller Co. Treasurer
Deputy JMA Date 6/14/24

May 31, 2024
Client: 001015
Matter: 000009
Invoice #: 123592
Bill Atty: CRH

Page: 1

RE: Early Voting Lawsuit

For Professional Services Rendered Through May 15, 2024

SERVICES

Date	Person	Description of Services	Hours	
5/3/2024	SHM	Prepare all requested files for L. Dorsey as requested; email to J. Moore.	0.5	
		Total Professional Services	0.5	$115.00

BILLING RECAP

		Level	Hours	Rate	Amount
SHM	Sherry McCall	Specialist	0.5	$230.00	$115.00
		Total Services		$115.00	
		Total Current Charges			$115.00
		PAY THIS AMOUNT			**$115.00**

May 31, 2024
Client: 001015
Matter: 000009
Invoice #: 123592

PLEASE NOTE THAT OUR ADDRESS HAS RECENTLY CHANGED.

Please Remit Payment to:
Bickerstaff Heath Delgado Acosta LLP
Two Barton Skyway
1601 S MoPac Expy, Ste C400
Austin, Texas 78746

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: *Gamal 318 Acres LLC*, owner, *is requesting to be allowed to amend The Major Thoroughfare Plan/Map as noted in the application Property ID# 263799. The amendment will Realign F.M. 529 between Bonner Road and the Peregrine Estates subdivision.*

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on August 7th at 9:00am at the Waller County Joe Kuciemba Annex, 425 FM 1488 Hempstead, Texas 77445.

Waller County Road & Bridge Department

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

$1,000.00

Item 12.

APPLICATION - MAJOR THOROUGHFARE PLAN/MAP AMENDMENT

This form is used to request an amendment to Waller County Major Thoroughfare Plan/Map. Any amendment granted will only be applicable to the specific site and conditions for which the amendment was granted, and will modify or change Waller County Major Thoroughfare Plan/Map.

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

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

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Gamal 318 Acres LLC	Name: Brad Sweitzer
Mailing Address: 2909 Rogerdale Rd #421249	Mailing Address: 10011 Meadowglen Lane
City, State, Zip: Houston, TX 77242	City, State, Zip: Houston, TX 77042
Email: platting@ehra.team	Email: bsweitzer@ehra.team
Phone: 832-290-6932	Phone: 713-337-7493

Address of Property	Property ID #	Acreage
33200 F.M. 529	263799	318.1

PLEASE PROVIDE THE FOLLOWING:

- [x] Major Thoroghfare Plan/Map showing existing and proposed changes.
- [x] Map showing existing and proposed changes, with shapefiles.

AMENDMENT REQUEST OVERVIEW & JUSTIFICATION

Note the specific route(s) to which this amendment is being requested. Describe why the County's Major Thoroughfare Plan/ Map can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

We are submitting a request to amend the Waller County Thoroughfare Plan to Realign F.M. 529 between Bonner Road and the Peregrine Estates subdivision.

Accompanying our request is a letter and an exhibit illustrating these recommendations, aimed at enhancing circulation within this specific area of Waller County.

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

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

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Brad Sweitzer	Brad Sweitzer	6/26/24

OFFICE USE ONLY

	NOTES
☐ Approved ☐ Denied	
Waller County Commissioner Prct 1 2 3 4 Date	
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash $1000.00 Check ✓ #3072 CC ____ ID # 378

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

June 19, 2024

Mr. J. Ross McCall, P.E.
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: Waller County Thoroughfare Plan Amendment Request – F.M. 529

Mr. McCall,

I respectfully submit a thoroughfare plan amendment request for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Presently, the 2019 Waller County Thoroughfare Plan reveals multiple alignments that interfere with planned and ongoing developments in the south central portion of the County. Our objective is to identify feasible alignments that accommodate the circulation needs of this rapidly growing area while also addressing the limitations presented by master planned communities already being developed. Furthermore, we aim to minimize the extent of right-of-way acquisition necessary for realigning these roadways to protect the rights of current property owners as best possible.

Amendment Request

We are submitting a request to amend the Waller County Thoroughfare Plan to incorporate the following proposed realignments and interchanges. Accompanying our request is an exhibit illustrating these recommendations, aimed at enhancing circulation within this specific area of Waller County.

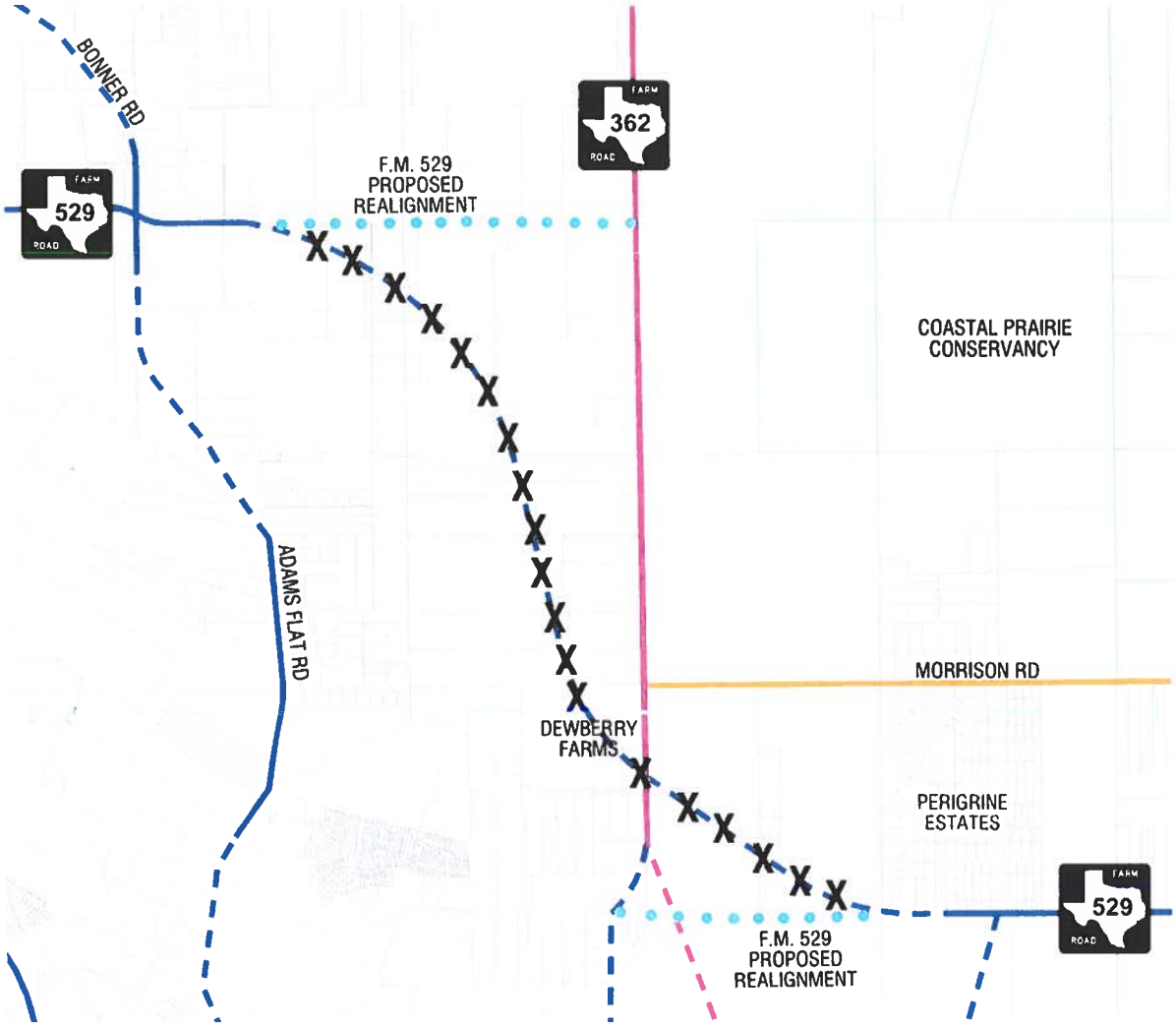
(This space is left intentionally blank.)

Requested: Realign F.M. 529 between Bonner Road and the Peregrine Estates subdivision.

Justification: The extension of F.M. 529, as it currently stands, is problematic for a number of reasons. Firstly, the currently approved alignment would require the acquisition of over 4 miles (+/- 63 acres) of right-of-way from roughly 10 different property owners. That task seems challenging at best and downright impossible at worst. Some properties may not voluntarily engage in platting activity for some time, so the County or TxDOT could possibly have to condemn properties to acquire the needed right-of-way to construct this realignment. Secondly, the current alignment cuts directly through Dewberry Farms, a popular and longtime commercially successful entertainment venue. The prospect of Dewberry Farms being redeveloped in the near future and therefore being subject to the right-of-way dedication that would be required for platting is dubious at best. Thirdly, the current alignment somewhat parallels existing F.M. 362 and proposed State Highway 36A at a close distance (less than half a mile at some points). This would be duplicative to traffic movement and also would create triangles of land that are less than desirable for property owners. Those triangles of land understandably make land less developable and thus less valuable for the owners of those properties. In addition, the angle of the intersection that is proposed at F.M. 529 and F.M. 362 is acute and would require unique engineering solutions to accommodate safe and efficient movement of traffic. Another problem presented by the currently approved alignment is that F.M. 529 already exists. TxDOT currently plans to improve existing F.M. 529 between S.H. 99 (the Grand Parkway) and F.M. 362 in the latter part of this decade. The thoroughfare will be expanded to a four lane roadway with a median separating both directions of traffic. Plans are already underway and the project is tentatively expected to be let by TxDOT in 2027. TxDOT is planning to improve the road as currently aligned and built. This would potentially cause a significant waste of taxpayer dollars by allowing TxDOT to move forward with the improvements while still planning to re-route this roadway in the future.

Instead, we request to change the alignment of F.M. 529 on the County's transportation plan to follow the route of existing F.M. 529. On the revised throughfare plan this would extend the northern segment of F.M. 529 eastward to intersect with F.M. 362 and the future S.H. 36A corridor. Furthermore, it would extend the southern segment of F.M. 529 westward to meet F.M. 362 and the proposed S.H. 36A corridor. Interconnects can be constructed at the time of S.H. 36A construction that would allow for smooth flow of traffic from the southern segment to the northern segment of F.M. 529.

This realignment offers several benefits. Firstly, it eliminates the necessity for the County or TxDOT to acquire additional right-of-way along the proposed alignment of F.M. 529. Furthermore, the County and TxDOT can instead benefit from utilizing already dedicated right-of-way and constructed roadways. Secondly, it provides circulation that adequately serves the community without disrupting local businesses and developments in the area. Furthermore, properties that would have otherwise been cut in half or made less developable by the currently approved alignment will be able to remain consolidated. This allows for greater value creation for the County and its citizens.



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of these changes. If I can be of any assistance to you prior to the meeting, please contact me.

Regards,

Brad Sweitzer

Brad Sweitzer, PLA, AICP
Co-Practice Area Leader – Planning and Visioning
EHRA

HEBERT RD

BONNER RD

FARM 362 ROAD

FARM 529 ROAD

F.M. 529
PROPOSED
REALIGNMENT

COASTAL PRAIRIE
CONSERVANCY

ADAMS FLAT RD

MORRISON RD

DEWBERRY
FARMS

PERIGRINE
ESTATES

FARM 529 ROAD

F.M. 529
PROPOSED
REALIGNMENT

NEUMAN RD

BECK

MCGREGOR LN

STOCKDICK RD

LEGEND

- COH Airport Property
- Coastal Prairie Conservancy
- City Limits
- Existing, Freeway
- Existing, Limited Access
- Proposed, Limited Access
- Existing, Thoroughfare
- Proposed, Major Thoroughfare
- Existing, Collector
- Proposed, Collector
- COH Existing, Limited Access
- COH Proposed, Limited Access
- COH Existing, Thoroughfare
- COH Proposed, Thoroughfare
- XX Proposed Deletion
- Proposed Realignment

Proposed Realignment Waller County Thoroughfare Plan: F.M. 529

Waller County, Texas.

June 19, 2024

0' 600' 1,200' 2,400'

SCALE: 1"=1,200'
TRUE SCALE AT 24" x 36"

NORTH

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRATEAM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO.
231-060-00

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Kingsland Boulevard West Street Dedication

Date: July 10, 2024

Background

Final Plat of Kingsland Boulevard West Street Dedication which consists of 15.6933 acres will include 1 Block in Precinct 4.

Staff Recommendation

Approve Plat

STATE OF TEXAS
COUNTY OF WALLER

We, Waller County Road Improvement District No. 1, acting by and through Kevin Staloch, its Board President, and pursuant to Order Granting Writ of Possession recorded in the Official Public Records of Waller County, Texas, Document No. 2103350, which the Waller County Court at Law awarded Waller County Road Improvement District No. 1 certain property interests to and immediate possession of 15.6933 acres of land described above and in the foregoing map of KB105 Ded. Plat., for purposes of acquisition, establishment, development, and construction of Kingsland Boulevard West and related infrastructure projects, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

IN TESTIMONY WHEREOF, Waller County Road Improvement District No. 1, has caused these presents to be signed by Kevin Staloch, Vice President, this

the 31st day of January, 2024.

Waller County Improvement District No. 1

By: Kevin E Staloch
Kevin Staloch
Board President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Staloch, known to me to be the person whose names 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 the 31st day of January, 2024.

John R Wallace
Notary Public in and for the
State of Texas

JOHN R WALLACE
Notary Public, State of Texas
My Commission Expires
October 23, 2024

STATE OF TEXAS
COUNTY OF WALLER

I, Matthew Carpenter, Registered Professional Land Surveyor No. 6942 of the State of Texas, do hereby certify that this map showing a survey of 15.6399 acres of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

DATED THIS THE _____ day of _____, 20____, A.D.

STATE OF TEXAS
REGISTERED
MATTHEW CARPENTER
6942
PROFESSIONAL
LAND SURVEYOR

Matthew Carpenter
Registered Professional Land Surveyor
Texas Registration No. 6942

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

6-21-24
Date

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

Brookshire–Katy Drainage District
Approved by the Board of Supervisor on

9-14-21
Date

Arnold England, President

David Welch, Secretary

Rod Pinheiro, P.E., PMP, CFM, District Engineer

The above has signed these plans and/or plat based on the recommendation of the district's engineer who has reviewed all sheet provided and found them to be in general compliance with the district's "rules, regulations, and guildelines". 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 calculations provide 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 practive in the State of Texas, which conveys the engineer's and/or surveyor's responsability and accountability.

APPROVED by Commissioners Court of Waller County, Texas, this _____ day of _____, 20___.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

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

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 20___, at _____ o'clock__.M., and duly recorded on _____, 20___, at _____ o'clock__.M., and at Page _____, Vol. _____of the Official Public Records of Waller County, Texas.

Witness my hand and seal of office, at Hempstead, the day and date last above written.

Debbie Hollan
County Clerk

By: _____
Deputy

I, Maria George, a Registered Professional Engineer, hereby certify that all engineering, for streets and drainage, within the subdivision is in compliance with the Waller County Subdivision and Development Regulations, including the Engineering Design Standards incporated as Appendix A, and with all generally accepted engineering standards.

STATE OF TEXAS
MARIA GEORGE
129054
LICENSED
PROFESSIONAL ENGINEER

Maria George
Texas Registration No. 129054
Ward Getz & Associates, LLP
2500 Tanglewilde, Suite 120
Houston, TX 77063
TX Firm Registration No. 9756

FINAL PLAT OF

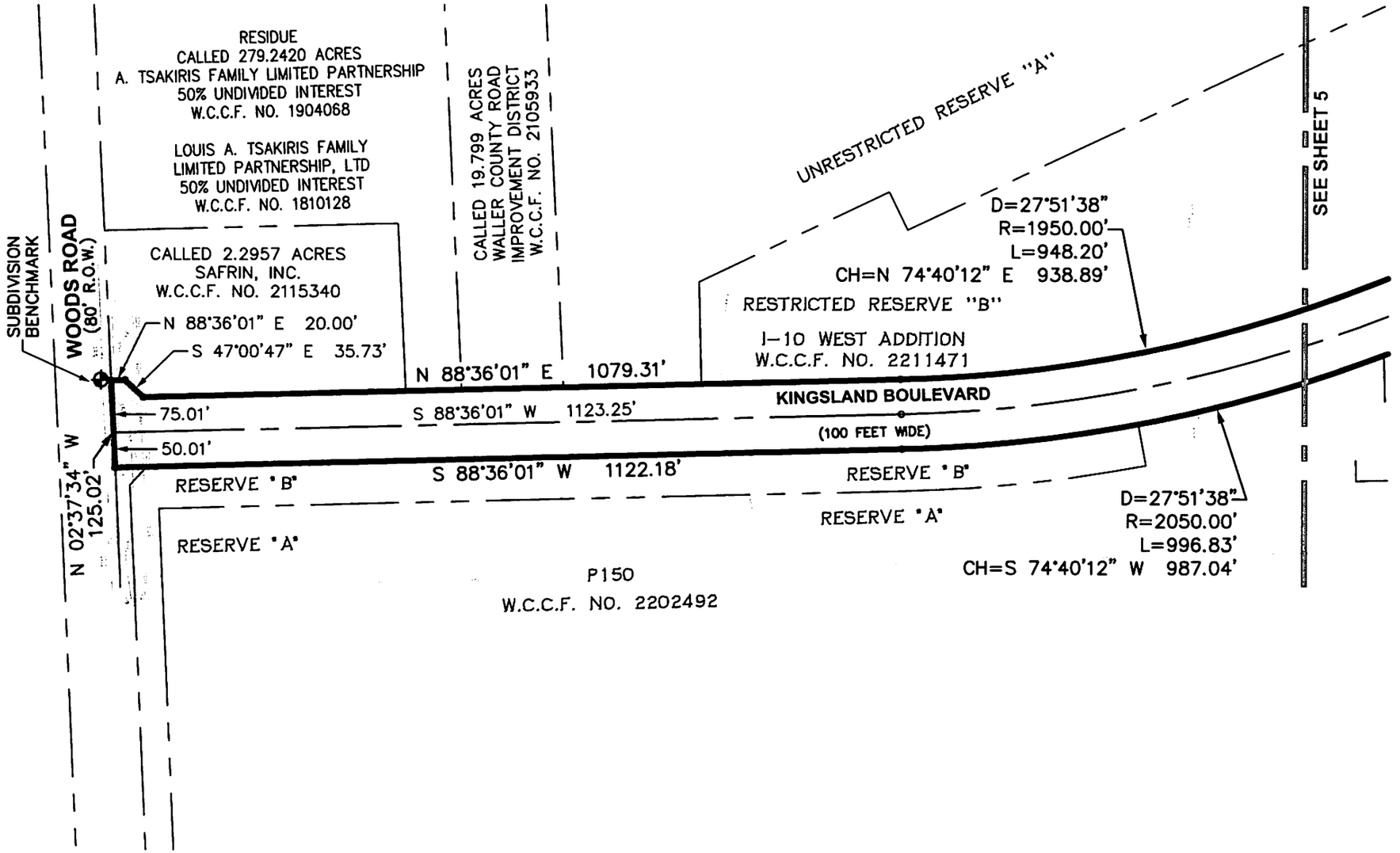
KINGSLAND BOULEVARD WEST STREET DEDICATION PLAT

BEING 15.6933 AC. / 683,600 SQ. FT.
SITUATED IN THE H. & T.C. RR. CO. SURVEY, A-168,
AND THE H. H. PENNINGTON SURVEY, A-322,
WALLER COUNTY, TEXAS

1 BLOCK 0 RESERVES

JANUARY 2024

FILE INFO: Z:\54705-Woods Road\PLAT\P107395-KINGSLAND\20240103-LEGAL-FINAL-24x36-KINGSLAND-54705-107395.dwg shenderson Jan 05, 2024 12:47pm



NORTH

SCALE: 1"= 200'

ABBREVIATIONS

FND	–	FOUND
VOL.	–	VOLUME
IR	–	IRON ROD
NO.	–	NUMBER
PG.	–	PAGE
R.O.W.	–	RIGHT-OF-WAY
SQ. FT.	–	SQUARE FEET
AC.	–	ACRES
U.E.	–	UTILITY EASEMENT
S.E.	–	AERIAL EASEMENT
S.S.E.	–	SANITARY SEWER EASEMENT
T.B.M.	–	TEMPORARY BENCH MARK
B.L.	–	BUILDING LINE
W.M.E.	–	WATER METER EASEMENT
D.M.E.	–	DETENTION MAINTENANCE EASEMENT
W.C.C.F.	–	WALLER COUNTY CLERK FILE
W.C.D.R.	–	WALLER COUNTY DEED RECORDS
O.P.R.W.C.	–	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY

FINAL PLAT OF

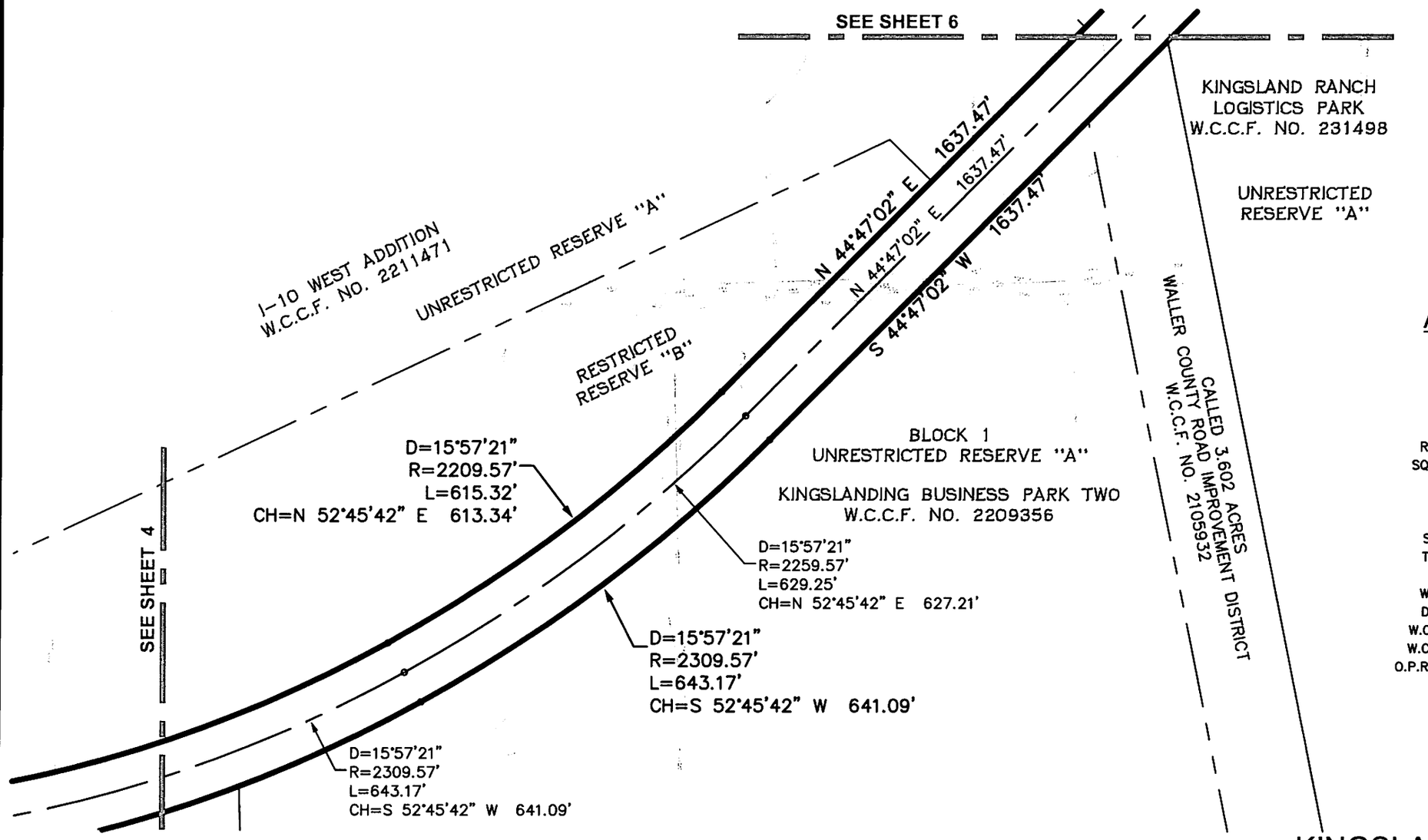
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FILE INFO: Z:\54705-Woods Road\PLAT\P107385-KINGSLAND\20240209-LEGAL-FINAL-24x36-KINGSLAND-54705-107395.dwg shenderson Feb 09, 2024 11:58am



NORTH

SCALE: 1"= 200'

ABBREVIATIONS

FND	–	FOUND
VOL.	–	VOLUME
IR	–	IRON ROD
NO.	–	NUMBER
PG.	–	PAGE
R.O.W.	–	RIGHT-OF-WAY
SQ. FT.	–	SQUARE FEET
AC.	–	ACRES
U.E.	–	UTILITY EASEMENT
S.E.	–	AERIAL EASEMENT
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FINAL PLAT OF

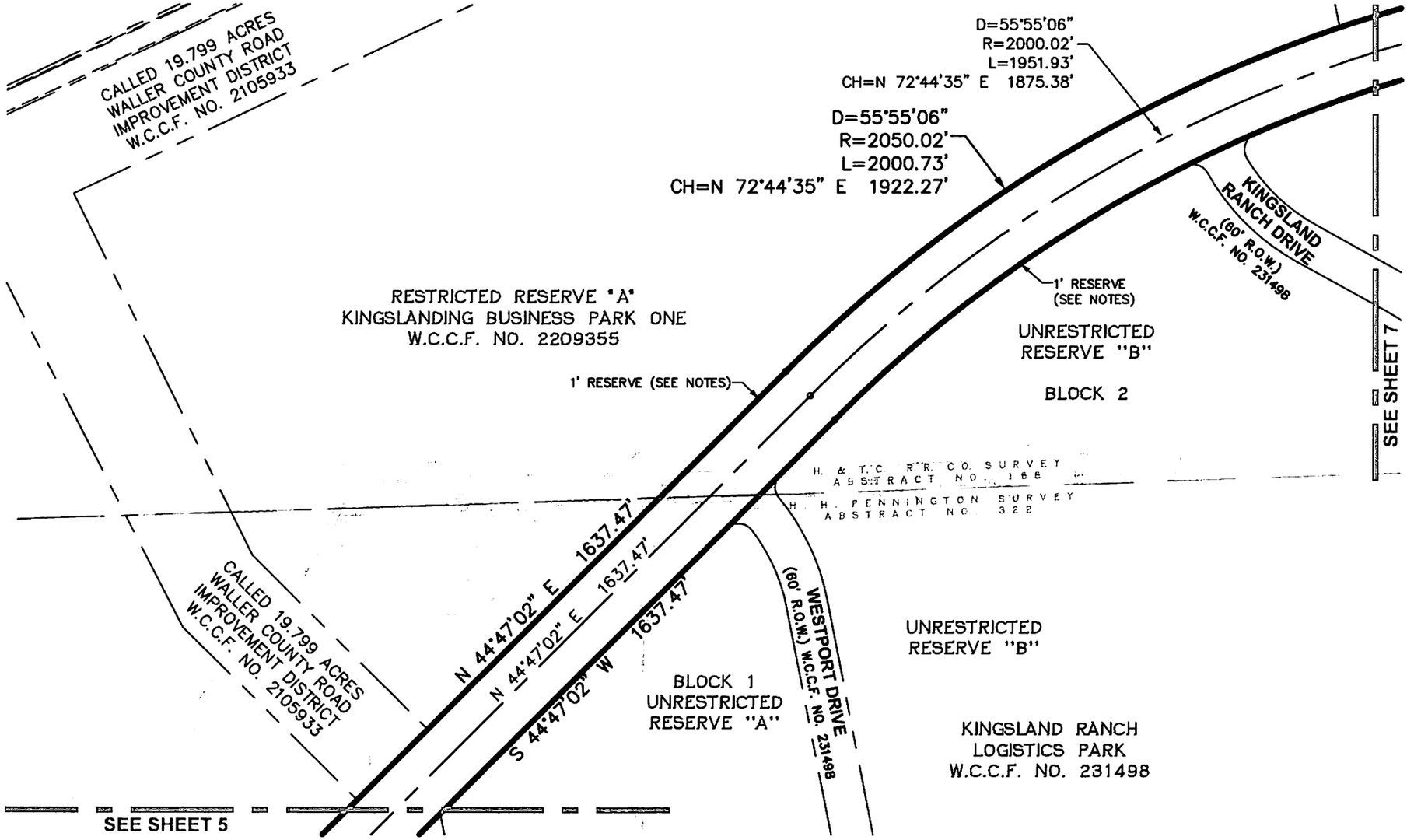
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NORTH

SCALE: 1"= 200'

ABBREVIATIONS

FND	– FOUND
VOL.	– VOLUME
IR	– IRON ROD
NO.	– NUMBER
PG.	– PAGE
R.O.W.	– RIGHT–OF–WAY
SQ. FT.	– SQUARE FEET
AC.	– ACRES
U.E.	– UTILITY EASEMENT
S.E.	– AERIAL EASEMENT
S.S.E.	– SANITARY SEWER EASEMENT
T.B.M.	– TEMPORARY BENCH MARK
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W.M.E.	– WATER METER EASEMENT
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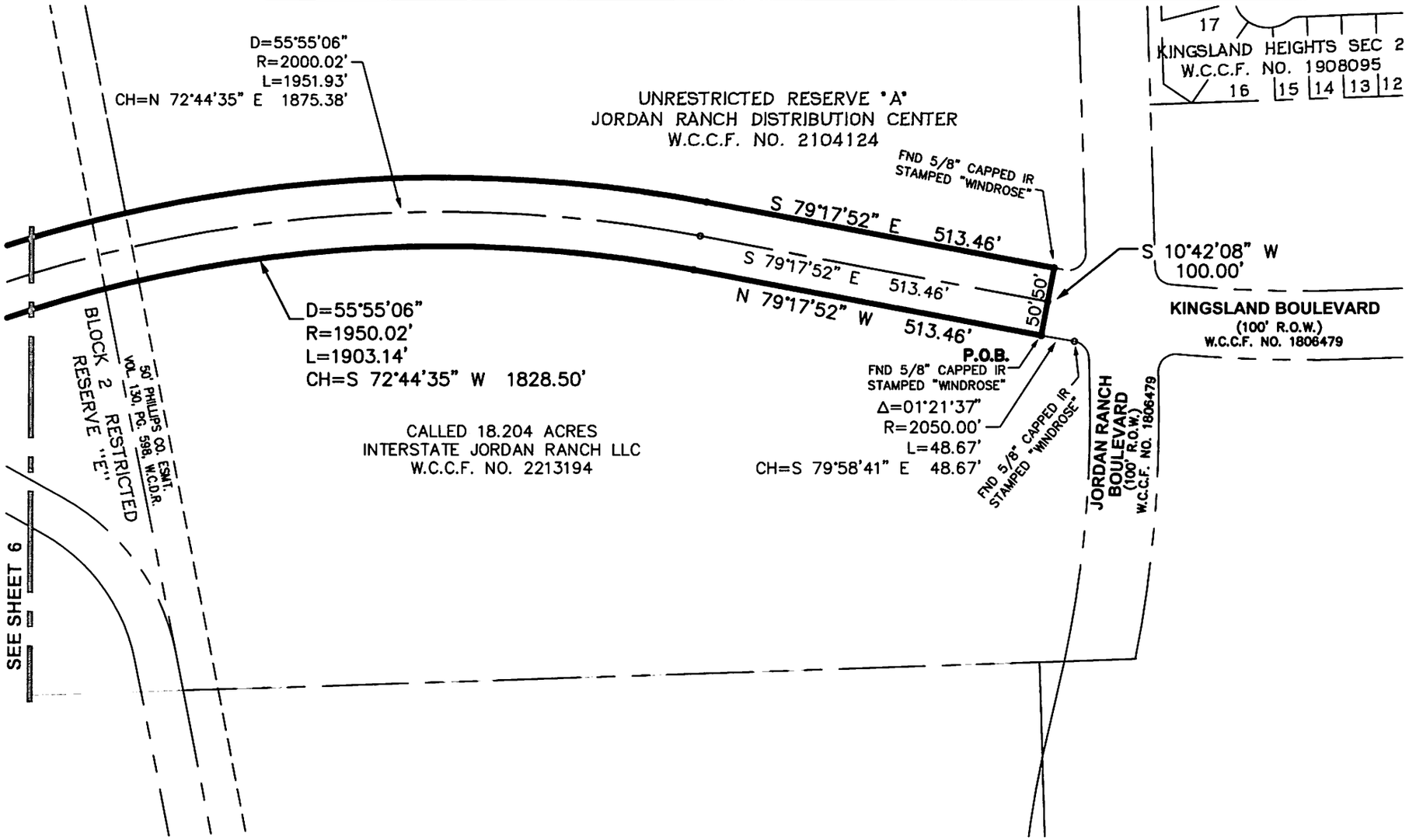
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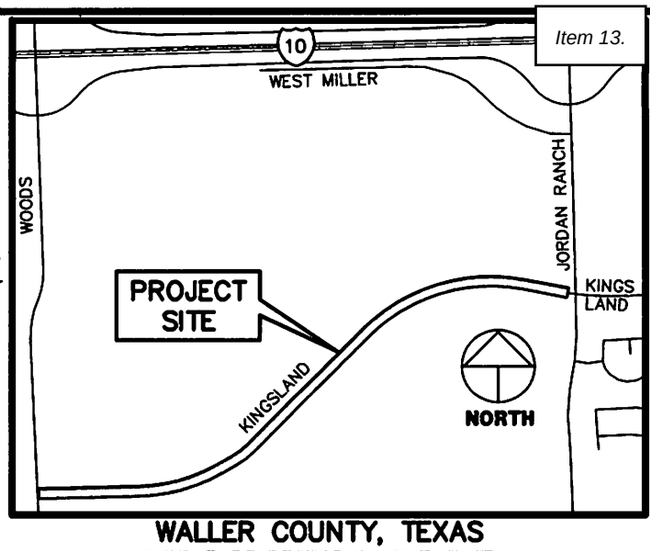
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BENCHMARK PUBLISHED ELEVATION – 155.65'

ALL ELEVATIONS SHOWN HEREON ARE BASED ON NGS MONUMENT AW5500, BEING A STAINLESS STEEL ROD W/O SLEEVE LOCATED 3.8 MILES WEST FROM KATY ALONG US HIGHWAY 90 FROM THE JUNCTION OF PIN OAK ROAD IN KATY, 64.0 FEET SOUTH OF THE CENTERLINE OF THE HIGHWAY, 36.0 FEET WEST OF THE CENTERLINE OF PETERSON ROAD, 26.0 FEET SOUTH-SOUTHWEST OF THE WEST END OF A 32-INCH PIPE CULVERT, 13.0 FEET SOUTH OF A GENCE CORNER AND A POWER POLE 2.0 FEET NORTH-NORTHEAST OF A GUY ANCHOR 2.0 FEET EAST OF A FENCE. HAVING A PUBLISHED ELEVATION OF 155.65 FEET. (NAVD88)

SUBDIVISION BENCHMARK ELEVATION – 159.37'

DISK SET ALONG THE EAST SIDE OF WOODS ROAD, 75' NORTH OF THE CENTER OF KINGSLAND BOULEVARD. ELEVATION = 159.37'



WALLER COUNTY, TEXAS

VICINITY MAP

SCALE: 1"=2000'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN CITY PLANNING LETTER NO. 7910-19-2789 OF CHARTER TITLE COMPANY, DATED AUGUST 16, 2019 AND IS SUBJECT TO THE LIMITATIONS OF THAT CITY PLANNING LETTER.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999870017.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR WALLER COUNTY, TEXAS, MAP NO. 48473C0350E REVISED/DATED FEBRUARY 18, 2009, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD NOTE DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON OCCASION FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD NOTE SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES INC.
4. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
5. ALL PROPERTY CORNERS ARE MARKED WITH A 5/8-INCH CAPPED IRON ROD STAMPED "WINDROSE", UNLESS OTHERWISE INDICATED.
6. THIS PLAT IS LOCATED WITHIN THE CITY OF FULSHEAR EXTRATERRITORIAL JURISDICTION.
7. BKDD PERMIT NO. 2021-69.
8. TEMPORARY ACCESS EASEMENT BETWEEN MV DEV LP, A TEXAS LIMITED PARTNERSHIP AND P150, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS SET FORTH UNDER COUNTY CLERK'S FILE NO. 1904072. (BLANKET, NOT PLOTTABLE)
9. EASEMENT GRANTED TO SHELL PIPE LINE CORP. AS RECORDED UNDER VOLUME 106, PAGE 190 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. SUBJECT TO ACT OF AMENDMENT RECORDED UNDER COUNTY CLERK'S FILE NO. 039040. (VOL. 811, PG. 810)(BLANKET, NOT PLOTTABLE)
10. RIGHT OF WAY CONTRACT GRANTED TO PHILLIPS PETROLEUM COMPANY, AS SET FORTH UNDER VOLUME 130, PAGE 600 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. (BLANKET, NOT PLOTTABLE)
11. EASEMENT GRANTED TO SHELL PIPE LINE CORP. AS RECORDED UNDER VOLUME 105, PAGE 469 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. SUBJECT TO ACT OF AMENDMENT RECORDED UNDER COUNTY CLERK'S FILE NO. 039040. (VOL. 811, PG. 810) (BLANKET, NOT PLOTTABLE)
12. EASEMENTS GRANTED TO SHELL PIPE LINE CORPORATION AS RECORDED UNDER VOLUME 136, PAGE 349, VOLUME 54, PAGE 215 AND VOLUME 52, PAGE 243 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. (BLANKET, NOT PLOTTABLE)
13. RIGHT OF WAY CONTRACT GRANTED TO PHILLIPS PETROLEUM COMPANY, AS SET FORTH UNDER VOLUME 130, PAGE 598 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. SUBJECT TO AMENDMENT OF RIGHT OF WAY CONTRACT AS SET FORTH UNDER VOLUME 137, PAGE 55 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. (BLANKET, NOT PLOTTABLE)
14. EASEMENT GRANTED TO CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY TEXAS GAS OPERATIONS, AS SET FORTH UNDER COUNTY CLERK'S FILE NO. 1404717. (VOL. 1426, PG. 753) (DOES NOT LIE WITHIN SUBJECT TRACT)
15. ROAD GRANT BETWEEN RICHARD WOODS ET AL TO TENNESSEE GAS TRANS. CO., AS SET FORTH UNDER VOLUME 126, PAGE 198 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. (DOES NOT LIE WITHIN THE SUBJECT TRACT)
16. SIGN, ROAD AND VISIBILITY EASEMENT AGREEMENT BETWEEN ML DEVL LP, A TEXAS LIMITED PARTNERSHIP AND LOIS HOUSTON ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SET FORTH UNDER COUNTY CLERK'S FILE NO. 710019 (VOL. 1079, PG. 531) (EASEMENT LOCATIONS NOT DEFINED, NOT PLOTTABLE)
17. CONTOURS SHOWN HEREON WERE DERIVED FROM AN ON THE GROUND SURVEY PERFORMED OCTOBER, 2018 BY WINDROSE LAND SERVICES.

Owner

Waller County Road
Improvement District No. 1
6363 Woodway Drive, Suite 800
HOUSTON TX 77057
(713) 739-1900

Surveyor

WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

FINAL PLAT OF

KINGSLAND BOULEVARD WEST STREET DEDICATION PLAT

BEING 15.6933 AC. / 683,600 SQ. FT.
SITUATED IN THE H. & T.C. RR. CO. SURVEY, A-168,
AND THE H. H. PENNINGTON SURVEY, A-322,
WALLER COUNTY, TEXAS

1 BLOCK 0 RESERVES

JANUARY 2024

FILE INFO: Z:\54705-Woods Road\PLAT\P107395-KINGSLAND\20240209-LEGAL-FINAL-24x36-KINGSLAND-54705-107395.dwg sthenderson Feb 09, 2024 11:57am

DESCRIPTION

A TRACT OR PARCEL CONTAINING 15.6933 ACRES OR 683,600 SQUARE FEET OF LAND BEING OUT OF THE RESIDUE OF A CALLED 279.2420 ACRE TRACT OF LAND CONVEYED TO WALLER XYZ LP, AS RECORDED IN VOL. 1079, PG. 510, OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.) AND THE RESIDUE OF A CALLED 158.437 ACRE TRACT OF LAND CONVEYED TO IGLOO PARTNERS #11, LP, AS RECORDED IN VOL. 1183, PG. 462, W.C.D.R., SITUATED IN THE H. & T.C. R.R. CO. SURVEY, ABSTRACT NO. 168, AND THE H. H. PENNINGTON SURVEY, ABSTRACT NO. 322, WALLER COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE, AND FOR THE SOUTHWEST CORNER OF KINGSLAND BOULEVARD (100 FEET WIDE) AS RECORDED UNDER FILE NO. 1806479, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY (O.P.R.W.C.), FROM WHICH A FOUND CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" MARKING THE NORTHWESTERLY END OF A CURVED CUT-BACK CORNER AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KINGSLAND BOULEVARD AND THE WESTERLY RIGHT-OF-WAY LINE OF JORDAN RANCH BOULEVARD (100 FEET WIDE) AS RECORDED UNDER FILE NO. 1806479, O.P.R.W.C., BEARS SOUTH 79 DEG. 58 MIN. 41 SEC. EAST, A DISTANCE OF 48.67 FEET;

THENCE, THROUGH AND ACROSS THE RESIDUE OF SAID CALLED 158.437 ACRE TRACT, AS FOLLOWS:

NORTH 79 DEG. 17 MIN. 52 SEC. WEST, A DISTANCE OF 513.46 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,950.02 FEET, A CENTRAL ANGLE OF 55 DEG. 55 MIN. 06 SEC., PASSING AT AN ARC LENGTH OF 861.55 FEET THE MOST NORTHERLY NORTHEAST CORNER OF A CALLED 138.87 ACRE TRACT OF LAND CONVEYED TO BGM LAND INVESTMENTS, AS RECORDED UNDER FILE NO. 1808620, O.P.R.W.C., AND CONTINUING ALONG THE NORTHERLY LINE OF SAID CALLED 138.87 ACRE TRACT FOR A TOTAL ARC LENGTH OF 1,903.14 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 72 DEG. 44 MIN. 35 SEC. WEST- 1,828.50 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

THENCE, SOUTH 44 DEG. 47 MIN. 02 SEC. WEST, CONTINUING ALONG THE NORTHERLY LINE OF SAID CALLED 138.87 ACRE TRACT, AT A DISTANCE OF 809.75 FEET PASSING THE NORTHWEST CORNER OF SAID CALLED 138.87 ACRE TRACT AND AN INTERIOR CORNER OF THE RESIDUE OF SAID CALLED 279.2420 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 1,637.47 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, THROUGH AND ACROSS THE RESIDUE OF SAID CALLED 279.2420 ACRE TRACT, AS FOLLOWS:

SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,309.57 FEET, A CENTRAL ANGLE OF 15 DEG. 57 MIN. 21 SEC., AN ARC LENGTH OF 643.17 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 52 DEG. 45 MIN. 42 SEC. WEST- 641.09 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF COMPOUND CURVATURE OF A CURVED TO THE RIGHT;

SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 27 DEG. 51 MIN. 38 SEC., AN ARC LENGTH OF 996.83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 74 DEG. 40 MIN. 12 SEC. WEST- 987.04 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 88 DEG. 36 MIN. 01 SEC. WEST, A DISTANCE OF 1,122.18 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE EAST RIGHT-OF-WAY LINE OF WOODS ROAD (80 FEET WIDE) FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 37 MIN. 34 SEC. WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WOODS ROAD, A DISTANCE OF 150.02 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS THE RESIDUE OF SAID CALLED 279.2420 ACRE TRACT, AS FOLLOWS:

NORTH 88 DEG. 36 MIN. 01 SEC. EAST, A DISTANCE OF 20.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT;

SOUTH 47 DEG. 00 MIN. 47 SEC. EAST, A DISTANCE OF 35.73 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT;

NORTH 88 DEG. 36 MIN. 01 SEC. EAST, A DISTANCE OF 1,079.31 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 27 DEG. 51 MIN. 38 SEC., AN ARC LENGTH OF 948.20 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 74 DEG. 40 MIN. 12 SEC. EAST- 938.89 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,209.57 FEET, A CENTRAL ANGLE OF 15 DEG. 57 MIN. 21 SEC., AN ARC LENGTH OF 615.32 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 52 DEG. 45 MIN. 42 SEC. EAST- 613.34 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 44 DEG. 47 MIN. 02 SEC. EAST, AT A DISTANCE OF 1,377.55 FEET PASSING THE NORTH LINE OF THE RESIDUE OF SAID CALLED 279.2420 ACRE TRACT AND THE SOUTH LINE OF THE RESIDUE OF SAID CALLED 158.437 ACRE TRACT, IN ALL A TOTAL A DISTANCE OF 1,637.47 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, THROUGH AND ACROSS THE RESIDUE OF SAID CALLED 158.437 ACRE TRACT, AS FOLLOWS:

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,050.02 FEET, A CENTRAL ANGLE OF 55 DEG. 55 MIN. 06 SEC., AN ARC LENGTH OF 2,000.73 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 72 DEG. 44 MIN. 35 SEC. EAST- 1,922.27 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 79 DEG. 17 MIN. 52 SEC. EAST, A DISTANCE OF 513.46 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE, AND FOR THE NORTHWEST CORNER OF SAID KINGSLAND BOULEVARD, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 10 DEG. 42 MIN. 08 SEC. WEST, WITH THE WESTERLY END OF SAID KINGSLAND BOULEVARD, A DISTANCE OF 100.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 15.6933 ACRES OR 683,600 SQUARE FEET OF LAND.

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JANUARY 2024

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Commercial Development Section 1

Date: July 10, 2024

Background

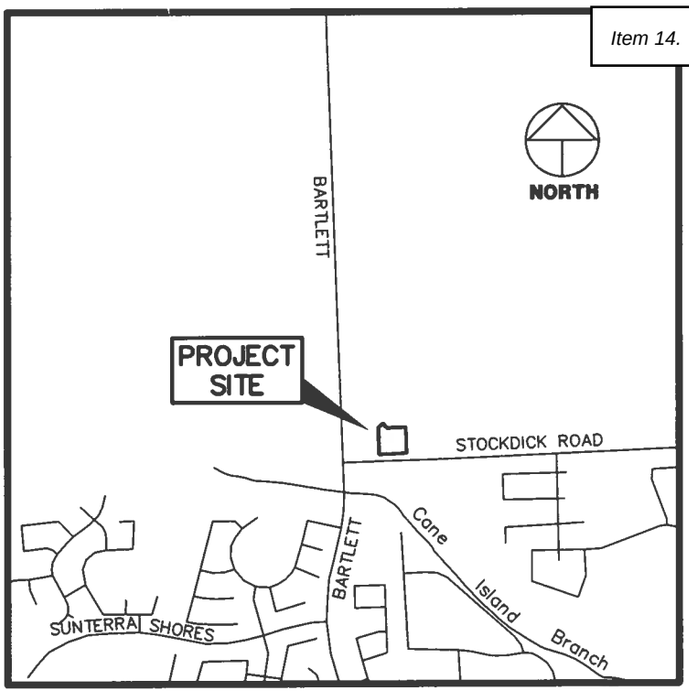
Final Plat of Sunterra Commercial Development Section 1 which consists of 2.1618 acres will include 1 Block and 1 Reserve and accept the Letter of Credit in Precinct 3.

Staff Recommendation

Approve Plat

ABBREVIATIONS

A.E.	–	AERIAL EASEMENT
D.E.	–	DRAINAGE EASEMENT
ESMT.	–	EASEMENT
FND	–	FOUND
W.C.C.F.	–	WALLER COUNTY CLERK FILE
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S.S.E.	–	SANITARY SEWER EASEMENT
U.E.	–	UTILITY EASEMENT
(S)	–	SET 5/8" CAPPED IR "WINDROSE"



WALLER COUNTY, TEXAS

VICINITY MAP

SCALE: 1" = 1/2 MILE

BENCHMARK — PUBLISHED ELEVATION – 156.48'

HARRIS COUNTY FLOODPLAIN REFERNCE MARK NO. 190105 BEING AN ALUM ROD STAMPED 190105 LOCATED FROM THE INTERSECTION OF CLAY ROAD AND PITTS ROAD, TRAVEL NORTH APPROXIMATELY 0.2 MILES TO THE BRIDGE.

TEMPORARY BENCHMARK "A" — ELEVATION – 163.93'

COMMENCING AT THE NORTHEAST CORNER OF A CALLED 2.29 ACRE TRACT, AS RECORDED UNDER W.C.C.F. NO 2203434. SOUTH 49 DEG. 46 MIN 48 SEC. EAST, A DISTANCE OF 54 FEET TO A BOX CUT ON CURB INLET ON THE NORTH SIDE OF PROPOSED STOCKDICK ROAD.

Engineer
ALJ Lindsey, LLC
18635 N. Eldridge Parkway, Ste. 200
Tomball, TX 77377
281-301-5955
Firm # F-11526
DDenton@aljlindsey.com

Owner and Developer
MH SUNTERRA HOLDINGS LLC,
a Texas limited liability company
6003 ISLA VISTA CT
HOUSTON TX 77041
832-858-5016
chris@noblemerchantproperties.com

Surveyor
WINDROSE
LAND SURVEYING | PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

PROPOSED SITE USE:
COMMERCIAL DEVELOPMENT

FINAL PLAT OF

SUNTERRA COMMERCIAL DEVELOPMENT SEC 1

A SUBDIVISION OF
2.1618 AC. / 94,169 SQ. FT.
SITUATED IN THE
H.&T.C. RR. CO. SURVEY,
ABSTRACT NO. 204
WALLER COUNTY, TEXAS
| BLOCK | | RESERVE
JANUARY 2024

Z:\58517-SUNTERRA\PLAT\SEC1 P123090\LEGAL-20240212-PLAT-FINAL-SUNTERRA COMMERCIAL DEVELOPMENT SEC 1-58517-P123090.DWG - JP ANDERS

STATE OF TEXAS
COUNTY OF WALLER

We, MH SUNTERRA HOLDINGS LLC, a Texas limited liability company, acting by and through MALABAR HILL CAPITAL LLC, its General Partner, acting by and through PARVEZ MERCHANT and MOUNANG DESAI, Managers, being officers of MALABAR HILL CAPITAL LLC, owner, hereinafter referred to as the Owners of the 2.1618 acre tract described in the above and foregoing map of SUNTERRA COMMERCIAL DEVELOPMENT SEC 1, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes 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 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 purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'0") for ten feet (10'0") back–to–bock ground easements, or eight feet (8'0") for fourteen feet (14'0") back–to–bock 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 easements totals thirty feet (30'0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1–3/4) square feet (18" diameter) with culverts or bridges to be provided for all the private driveways or walkways crossing such drainage facilities.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

IN TESTIMONY WHEREOF, MH SUNTERRA HOLDINGS LLC, a Texas limited liability company, acting by and through MALABAR HILL CAPITAL LLC, its General Partner, has caused these presents to be signed by PARVEZ MERCHANT and MOUNANG DESAI, Managers, thereunto authorized, this the 19 day of January, 2024.

MH SUNTERRA HOLDINGS LLC, a Texas limited liability company
By: MALABAR HILL CAPITAL LLC, its General Partner

PARVEZ MERCHANT
Manager

MOUNANG DESAI
Manager

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared PARVEZ MERCHANT and MOUNANG DESAI of MALABAR HILL CAPITAL LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein expressed, and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 19 day of January, 2024.

Amanda Rabius
Notary Public in and for the
State of Texas

9-23-24
My Commission Expires:

AMANDA RABIUS
Notary Public, State of Texas
Comm. Expires 09-23-2024
Notary ID 132693343

FINAL PLAT OF
SUNTERRA COMMERCIAL DEVELOPMENT SEC 1
A SUBDIVISION OF
2.1618 AC. / 94,169 SQ. FT.
SITUATED IN THE
H.&T.C. RR. CO. SURVEY,
ABSTRACT NO. 204
WALLER COUNTY, TEXAS
1 BLOCK 1 RESERVE
JANUARY 2024

Z:\58517-SUNTERRA\PLAT\SEC1 P123090\LEGAL-20240117-PLAT-FINAL-SUNTERRA COMMERCIAL DEVELOPMENT SEC 1-58517-P123090.DWG - JP ANDERS

I, Kyle Atchison of Frost Bank, Owner and Holder of a lien against the property described in the plat known as SUNTERRA COMMERCIAL DEVELOPMENT SEC 1, said lien being evidenced by Instrument of Reocrd in the Clerk's File No. 2300916, of the O.P.R.O.R.P of Waller County, Texas do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shwon herein to said subdivision plat and hereby confirm that Frost Bank is the present owner of said lien and have no assigned the same nor any part thereof.

KYLE ATCHISON
Senior Vice President
Frost Bank

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared KYLE ATCHISON of FROST BANK, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein expressed, and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of January, 2024.

CAROLYN ANNETTE KENNEDY
Notary Public, State of Texas
My Comm. Exp. 06-23-2025
ID No. 12945547-2

Notary Public in and for the
State of Texas

4/23/25
My Commission Expires:

I, J. Ross McCall, P.E., County Engineer of Waller County, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County, at such time this plat was approved. No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

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

I, LUCAS G. DAVIS, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

LUCAS G. DAVIS
Registered Professional Land Surveyor
Texas Registration No. 6599

STATE OF TEXAS
REGISTERED
LUCAS G. DAVIS
6599
PROFESSIONAL
LAND SURVEYOR

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2024-07

APPROVED BY THE BOARD OF SUPERVISORS ON 3-25-24
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWER 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 PLAT 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.

FINAL PLAT OF

SUNTERRA COMMERCIAL DEVELOPMENT SEC 1

A SUBDIVISION OF
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SITUATED IN THE
H.&T.C. RR. CO. SURVEY,
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1 BLOCK 1 RESERVE
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APPROVED by Commissioners Court of Waller County, Texas, this day of _____, 20___.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

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

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of SUNTERRA COMMERCIAL DEVELOPMENT SEC 1 in conformance with the laws of the State of Texas and the ordinances of the City of Houston, as shown hereon, and authorized the recording of this plat this the 28 day of February, 2024

By: _____
Martha L. Stein or M. Sonny Garza
Chair Vice Chairman

By: _____ for
Jennifer Ostlind, AICP
Secretary

HOUSTON PLANNING COMMISSION HOUSTON TEXAS

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office

on _____, 20___, at _____ o'clock__.M., and duly recorded

on _____, 20___, at _____ o'clock__.M., and under File

No. _____ of the Official Public Records of Waller County, Texas.

Debbie Hollan
County Clerk

By: _____
Deputy

FINAL PLAT OF

SUNTERRA COMMERCIAL DEVELOPMENT SEC 1

A SUBDIVISION OF
2.1618 AC. / 94,169 SQ. FT.
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H.&T.C. RR. CO. SURVEY,
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Z:\58517-SUNTERRA\PLAT\SEC1 P123090\LEGAL-20240212-PLAT-FINAL-SUNTERRA COMMERCIAL DEVELOPMENT SEC 1-58517-P123090.DWG - JP ANDERS

GENERAL NOTES

1. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD83).
2. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN THE CITY PLANNING LETTER, FILE NO. 2791023-01477, DATED MARCH 8, 2023, AND IS SUBJECT TO THE LIMITATIONS OF THAT LETTER.
3. ALL COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83), AND MAY BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR – 0.999899866.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR WALLER COUNTY, TEXAS, MAP NO. 48473C0375E REVISED/DATED UNDER LETTER OF MAP REVISION NO. 19-06-01115 DATED APRIL 27, 2020, THE SUBJECT TRACT APPEARS TO LIE WITHIN ZONE "A". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE SURVEYING AND LAND SERVICES.
5. NO PIPELINES OR PIPELINE EASEMENTS EXIST WITHIN THE BOUNDARIES OF THIS PLAT.
6. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
7. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.
8. PER TEXAS ADMINISTRATIVE CODE 285.4, FACILITY PLANNING REVIEW OF SUBDIVISIONS OR DEVELOPMENT PLANS. PERSONS PROPOSING RESIDENTIAL SUBDIVISIONS, MANUFACTURED HOUSING COMMUNITIES, MULTI-UNIT RESIDENTIAL DEVELOPMENTS, BUSINESS PARKS, OR OTHER SIMILAR STRUCTURES THAT USE OSSFS FOR SEWAGE DISPOSAL SHALL SUBMIT MATERIALS FOR THESE DEVELOPMENTS TO THE PERMITTING AUTHORITY AND RECEIVE APPROVAL PRIOR TO SUBMITTING AN OSSF APPLICATION.
9. ALL PROPERTY CORNERS ARE MARKED WITH A 5/8-INCH CAPPED IRON ROD STAMPED "WINDROSE", UNLESS OTHERWISE INDICATED.
10. THIS PROPERTY IS FULLY LOCATED WITHIN THE CITY OF HOUSTON ETJ, WALLER COUNTY, BROOKSHIRE-KATY DRAINAGE DISTRICT, HARRIS-WALLER MUD #4, AND KATY INDEPENDENT SCHOOL DISTRICT.
11. UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 42, CODE OF ORDINANCES, CITY OF HOUSTON, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
12. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AN AERIRAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE 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 LOT 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 NEW FENCING.
13. SUBJECT TO SHORT FORM BLANKET EASEMENT RECORDED UNDER W.C.C.F. NO. 2208302.

DESCRIPTION

A TRACT OR PARCEL CONTAINING 2.1618 ACRES OR 94,169 SQUARE FEET OF LAND BEING OUT OF A CALLED 12.28 ACRE TRACT, DESCRIBED IN A DEED TO MH SUNTERRA HOLDINGS, LLC, AS RECORDED UNDER WALLER COUNTY CLERK?S FILE (W.C.C.F.) NO. 2300914, SITUATED IN THE H.&T.C. RR. CO. SURVEY, ABSTRACT NO. 204, WALLER COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A BENT 5/8-INCH IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF STOCKDICK SCHOOL ROAD (100' R.O.W.) AS RECORDED UNDER PLAT NO. 2208260 AND PLAT NO. 2301831, OF THE WALLER COUNTY PLAT RECORDS (W.C.P.R.), FOR THE SOUTHWEST CORNER OF RESERVE "C", SUNTERRA SEC 50, AS RECORDED UNDER PLAT NO. 2215869, W.C.P.R., AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH R.O.W. LINE OF SAID STOCKDICK SCHOOL ROAD, SOUTH 87 DEG. 51 MIN. 24 SEC. WEST, A DISTANCE OF 309.50 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID CALLED 12.28 ACRE TRACT, AS FOLLOWS:

NORTH 02 DEG. 01 MIN. 02 SEC. WEST, A DISTANCE OF 302.99 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 48 DEG. 44 MIN. 41 SEC. EAST, A DISTANCE OF 70.47 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTHWESTERLY LINE OF LOT 28, BLOCK 2, SAID SUNTERRA SEC. 50, FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 41 DEG. 15 MIN. 17 SEC. EAST, A DISTANCE OF 66.68 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "QUIDDTY ENG" FOUND FOR THE SOUTHWEST CORNER OF LOT 27, SAID BLOCK 2, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 58 MIN. 20 SEC. EAST, A DISTANCE OF 212.68 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "QUIDDTY ENG" FOUND ON THE WEST LINE OF LOT 5, SAID BLOCK 2, FOR THE SOUTHEAST CORNER OF LOT 26, THE SOUTH CORNER OF LOT 25, SAID BLOCK 2, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 01 MIN. 40 SEC. EAST, A DISTANCE OF 295.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.1618 ACRES OR 94,169 SQUARE FEET OF LAND.

FINAL PLAT OF

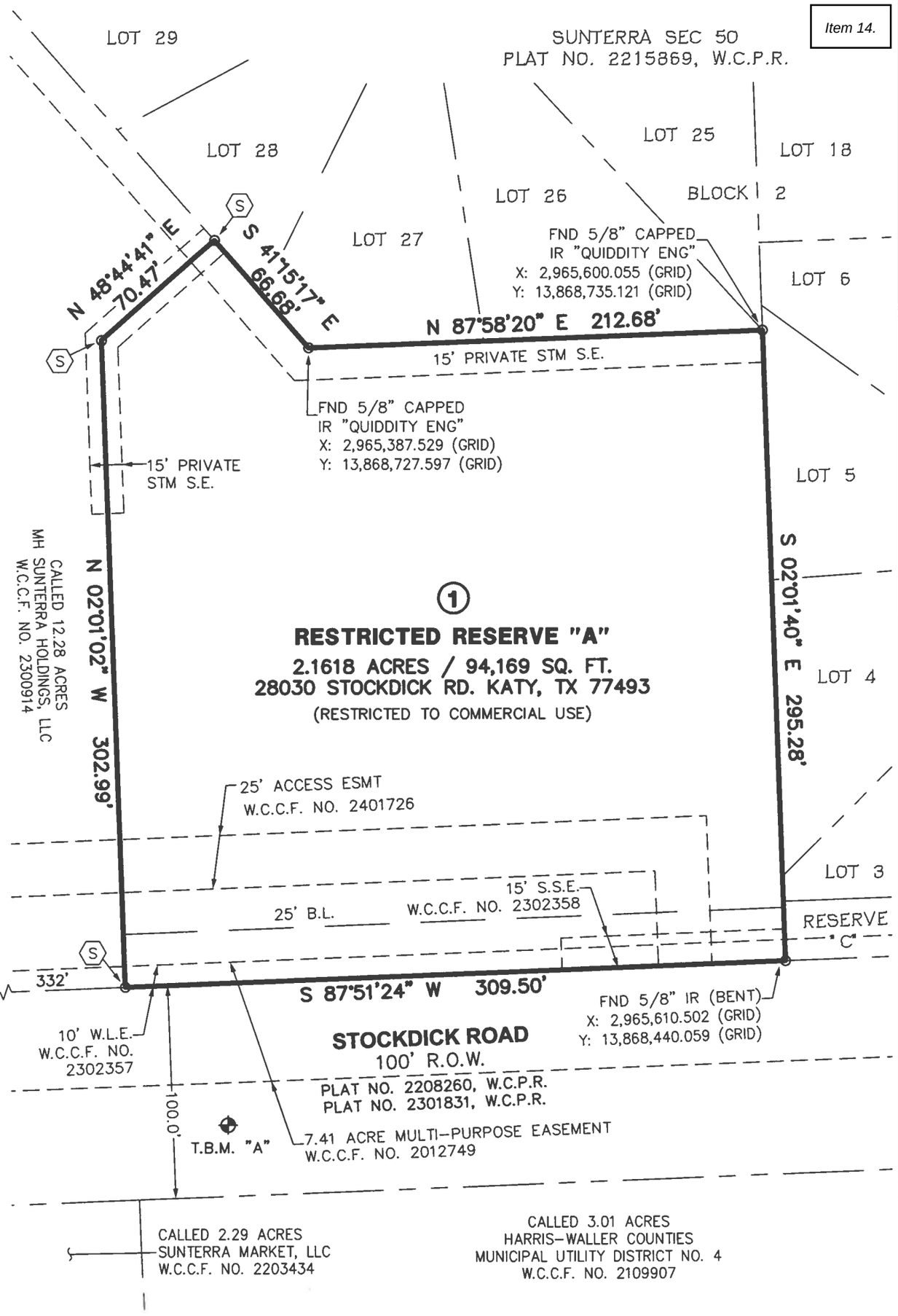
SUNTERRA COMMERCIAL DEVELOPMENT SEC 1

A SUBDIVISION OF
2.1618 AC. / 94,169 SQ. FT.
SITUATED IN THE
H.&T.C. RR. CO. SURVEY,
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1 BLOCK 1 RESERVE

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NORTH

0 60 120 Feet

GRAPHIC SCALE: 1" = 60 '

FINAL PLAT OF

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1. M.R.W.C.T. indicates Map Records of Waller County, Texas.
2. D.R.W.C.T. indicates Deed Records of Waller County, Texas.
3. R.P.R.W.C.T. indicates Real Property Records of Waller County, Texas.
4. FC NO. indicates Film Code Number.
5. CF NO. indicates Clerk's File Number.
6. PAE indicates Private Access Easement.
7. PUE indicates Public Utility Easement.
8. U.E. indicates Utility Easement.
9. D.E. indicates Drainage Easement.
10. No pipe line or pipe line easement exist within the boundaries of this plat.
11. Elevation of BM is based on GPS observation.
12. BM: a PK nail set in center line of Blinka Circle between new Lots 2 and 3, Block 1 with a elevation of 258.32 feet.
13. Basis of Bearings: The coordinates shown hereon are Texas South Central Zone no. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale 0.999931087645.

CULVERTS

'A'
WESTERLY FLOWLINE 12" RCP = 257.35'
EASTERLY FLOWLINE 12" RCP = 257.30'

'B'
WESTERLY FLOWLINE 12" RCP = 256.26'
EASTERLY FLOWLINE 12" RCP = 256.26'

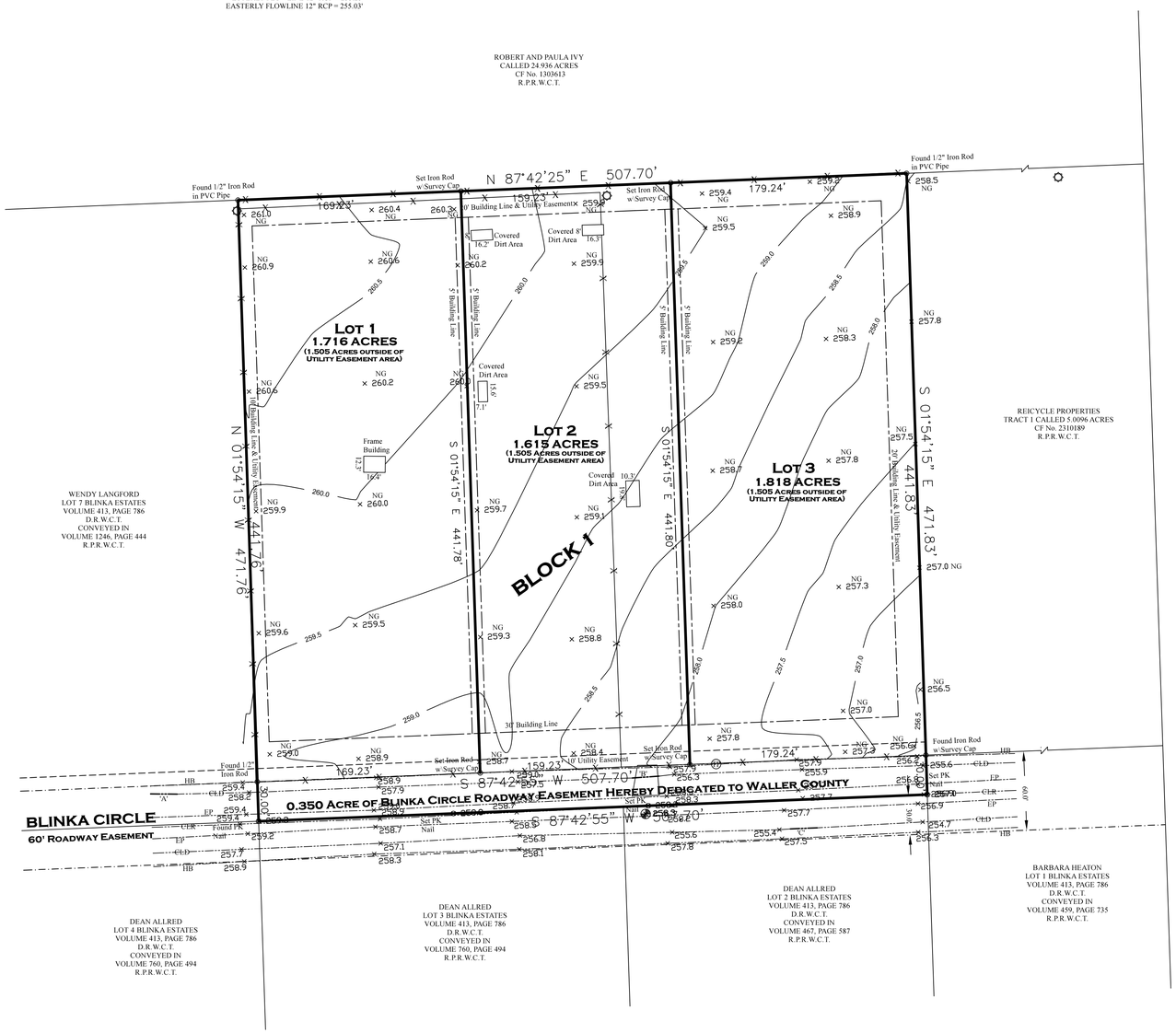
'C'
WESTERLY FLOWLINE 12" RCP = 255.25'
EASTERLY FLOWLINE 12" RCP = 255.03'

POWER POLE
TELEPHONE PEDESTAL
TBM
WIRE FENCE

NG NATURAL GROUND
HB HIGH BANK
EP EDGE PAVEMENT
CLD CENTERLINE DITCH
CLR CENTERLINE ROAD

N
W E
S

0 50 100
Scale: 1" = 50'



PARTIAL REPLAT NO. 1 OF BLINKA ESTATES

Being a 5.499 acre tract of land situated in the Justo Liendo Survey, Abstract Number 41, of Waller County, Texas, being all of Lots 8 and 9 of BLINKA ESTATES, according to the map or plat thereof recorded in Volume 413, Page 786, of the Real Property Records of Waller County, Texas.

3 LOTS - 1 BLOCK
Reason for Replatting - To divide two lots into three lots

Surveyor:
C & C SURVEYING INC.
Firm Number 10009400
33300 Egypt Lane, Suite F200 Magnolia, Texas 77354
Office: 281-356-5172
survey@ccsurveying.com
www.ccsurveying.com

Owner/Developer:
WINNING CONSTRUCTION, LLC
17440 FM 529 #103
Houston, Texas 77095
Phone: 832-567-6142

April 2024
Sheet 2 of 2
24-0030

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made as of MAY 1, 2024 (the "Effective Date"), by and between **KATY 2855 DEVELOPMENT LLC, a** Texas limited liability company, or its successors or assigns, ("KATY 2855"), and **WALLER COUNTY**, a political subdivision of the State of Texas, (the "County"), the foregoing being sometimes referred to collectively as the "Parties."

A. KATY 2855 owns approximately 1,129.77 acres of real property more particularly described by the General Plan attached to this Agreement as **Exhibit A**, of which approximately all of the acreage is located in the County (the "Property").

B. KATY 2855 desires to develop the Property substantially in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, and traffic circulation patter shown on the General Plan and the Plan of Development attached to this Agreement as **Exhibit B** (the "Project").

C. The County desires that the Project be developed on the Property and expects to receive a benefit from the development of the Project.

D. The County desires that, in exchange for the granting of the variances needed to facilitate the development of the Project, the Project be subject to certain construction and development standards.

E. The Parties therefore desire to set out this Development Agreement between them to facilitate the development of the Project by KATY 2855 on the Property.

IN CONSIDERATION of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Integration of Recitals**. The foregoing recitals are accurate/ true and correct and constitute matters agreed to herein.

2. **Cohesive Development**. The Parties desire to coordinate development of certain aspects of the Property, including but not limited to, the square footage, exterior materials, elevations, and other aspects of the Project described in the Plan of Development attached to this Development Agreement as **Exhibit B**. KATY 2855 hereby agrees to develop the Project substantially in accordance with the Plan of Development. KATY 2855 must submit the General Plan, as currently attached as **Exhibit C**, to the Commissioners Court

every five years and the Commissioners Court will approve the General Plan every five (5) years as submitted.

3. **Variances**. The County has granted the variances attached and included in the Plan of Development that include, but are not limited to requests to vary from the literal requirements of the subdivision regulations of the County with regard to block length, right-of-way width, cul-de-sac size, and lot size and width. The County has the authority to enter into this Agreement and to contract for the granting of the variances attached to this Agreement as well as the granting of future variances.

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

5. **Applicable Law**. The Parties obligations as set forth herein are subject to compliance with applicable laws, codes, rules and regulations (collectively, "Applicable Laws"). In the event such Applicable Laws prevent performance of any obligations as set forth herein, the non-performing party shall not be in default of the terms of this Agreement.

6. **Notices**. All such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (I) business day after deposit with such courier, if deposited prior to such carrier's deadline for overnight deliveries, otherwise two (2) business days after deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon electronic confirmation of receipt of such notice (or if such electronic confirmation of receipt occurs other than on a business day, or other than during normal business hours, then on the next business day after such electronic confirmation of receipt occurs), (d) sent by e-mail as a PDF, in which case notice shall be deemed delivered upon transmission (or if such transmission occurs other than on a business day, or other than during normal business hours, then on the next business day after such transmission occurs), or (e) sent by personal delivery, in which case notice shall be effective upon delivery or refusal to accept delivery. As used in this Agreement, "business day" refers to a day other than a Saturday, Sunday or legal holiday in Houston, Texas, and "normal business hours" refers to the hours between 8:00 a.m. and 5:00 p.m., Houston, Texas time on a business day. The above addresses may be changed by notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notwithstanding the foregoing, any notice of or relating to a default or claim of default by a party pursuant to this Agreement must be sent in accordance with the method provided in clause (a), (b), (c) or (e)

in order to be effective. For purposes of notice, the addresses of the Parties shall be as follows:

KATY 2855:	KATY 2855 Development, LLC c/o The Johnson Development Corp. Attn: Mr. Jacob Rice 5005 Riverway Drive, Suite 500 Houston, Texas 77056 Email: jacobr@johnsondev.com
with a copy to:	Allen Boone Humphries Robinson LLP Attn: Angie Lutz 3200 Southwest Freeway, Ste. 2600 Houston, TX 77027 Email: alutz@abhr.com
County:	Waller County Judge 836 Austin Street, Ste. 203 Hempstead, TX 77445
with a copy to:	Elizabeth Dorsey 645 12th Street Hempstead, TX 77445

7. **Assignment**. The County acknowledges that rights accrued under this Agreement are intended to facilitate the development of the Project by KATY 2855 or its Affiliate entities and that while KATY 2855 or its affiliate entities will be the primary actor in the grading and laying out of single-family lots and commercial parcels, the Parties acknowledge and agree that this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders and commercial structures who will purchase portions of the Project from KATY 2855 or its Affiliate entities from time to time, so long as that construction complies with the terms of this Agreement. Assignment of rights under this Agreement to a developer other than KATY 2855 or its Affiliate entities for the grading and laying out of lots and commercial structures shall require the written notice of the County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and approved successors and assigns. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with KATY 2855 or (b) an entity at least five percent of whose economic interest is owned by KATY 2855 or an entity that directly or indirectly controls, is controlled by or is under common control with KATY 2855; and the

term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

8. **Duration. Amendment and Termination**. This Agreement may be terminated by unanimous written consent of the Parties, or their approved successors or assigns. Upon the termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect. To amend, supplement, or terminate this Agreement, the written consent of the Parties must first be obtained. This Agreement may not be amended, supplemented, or terminated except as provided herein.

9. **Invalidity and Enforcement**.

a. If any portion of this Agreement is held invalid or inoperative under applicable law, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative and severable therefrom, and effect shall be given to the intent manifested by the portion held invalid or inoperative and such portion shall be deemed reformed in accordance with such manifest intent so as to be enforceable to the fullest extent permitted by applicable law.

b. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

10. **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective representatives and approved successors and assigns.

11. **Governing Law**. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Texas, excluding such state's conflict of laws principles.

12. **Venue**. Any legal proceedings undertaken with regard to this Agreement shall be prosecuted in the court of competent jurisdiction in Waller County, Texas.

13. **Development Rights**. Upon the mutual execution of this Agreement, the County and KATY 2855 agree that the development rights (as hereafter defined) of the County and the KATY 2855 as set forth in this Agreement shall be deemed to have vested, as provided by the Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date. "Development Rights" shall mean the covenants, agreements, and

privileges regarding the development of the Property between the County and KATY 2855 set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Property.

14. **Uniform Treatment**. Notwithstanding any provision herein to the contrary, neither KATY 2855 nor a municipal utility district encompassing the KATY 2855 Property shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district, municipal utility district or developer developing land within the County's unincorporated jurisdiction. It is the intention and desire of the County that development of the Property not be at a competitive disadvantage with other developments within the County.

15. **Governmental Affirmations**. KATY 2855 and Landowner hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. KATY 2855 understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with KATY 2855 and exists to make a profit.

KATY 2855 represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/puchasing/docs/sudan-list.pdf;
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf; or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes KATY 2855 and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. KATY 2855

understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with KATY 2855 and exists to make a profit.

16. **Texas 1295 Filing**. Both Parties agree prior to full execution and approval of this Agreement, KATY 2855 will submit and the County will approve a 1295 filing.

17. **Counterparts**. This Agreement may be executed in any number of counterparts, and in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the Effective Date.

[EXECUTION PAGES TO FOLLOW]

Waller County,
a political subdivision of the State of Texas

By: _____
Name: CARBETT "TREY" J. DUHON III
Title: WALLER COUNTY JUDGE

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on the 18 day of JUNE, 2024, by CARBETT "TREY" J. DUHON III, Waller County, a political subdivision of the State of Texas.

Cindy Jones
Notary Public, State of Texas

[SEAL]

CINDY JONES
Notary Public, State of Texas
My Commission Expires
February 11, 2027
NOTARY ID 714277-2

KATY 2855 Development, LLC
a Texas limited liability company

By: _____
Name: **Jacob W. Rice**
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

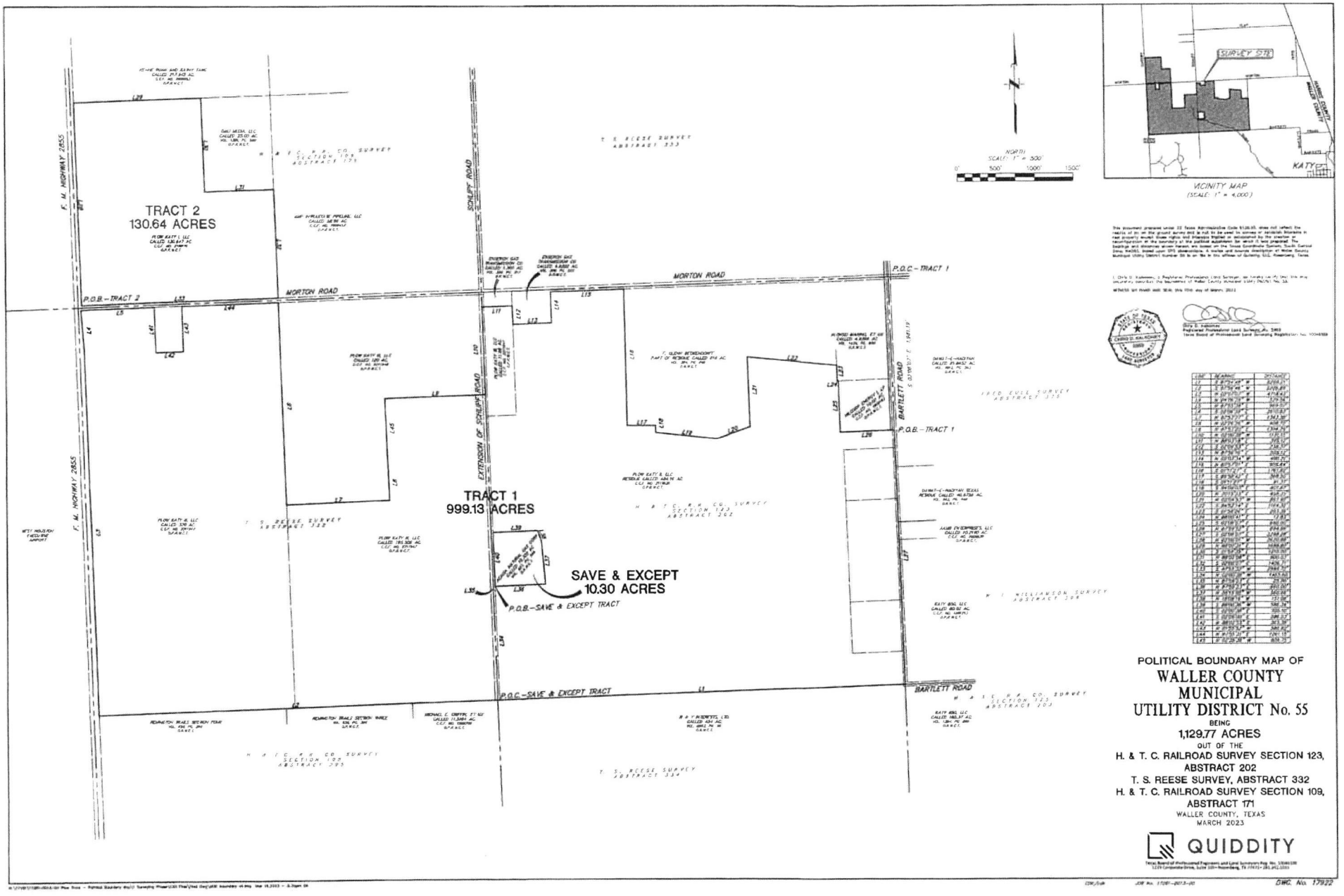
This instrument was acknowledged before me on the 20th day of June, 2023, by Jacob W. Rice, Vice President of KATY 2855 Development, LLC, a Texas limited liability company.

[SEAL]

NATALIA GRYNYSHYN
My Notary ID # 133521447
Expires January 7, 2026

_____
Notary Public, State of Texas

Exhibit A
Metes and Bounds of the Property



POLITICAL BOUNDARY MAP OF

WALLER COUNTY MUNICIPAL UTILITY DISTRICT No. 55

BEING

1,129.77 ACRES

OUT OF THE

H. & T. C. RAILROAD SURVEY SECTION 123, ABSTRACT 202

T. S. REESE SURVEY, ABSTRACT 332

H. & T. C. RAILROAD SURVEY SECTION 109, ABSTRACT 171

WALLER COUNTY, TEXAS

MARCH 2023

QUIDDITY

DWG. No. 17922

Waller County MUD No. 55
Tract 1 – 999.13 Acres

H. & T. C. Railroad Company Survey Section 123, Abstract 202
T. S. Reese Survey, Abstract 332

STATE OF TEXAS §
COUNTY OF WALLER §

A **METES & BOUNDS** description of a 1,009.43 acre tract of land in the H. & T. C. Railroad Company Survey Section 123, Abstract 202, Waller County, Texas, and the T. S. Reese Survey, Abstract 332, Waller County, Texas, being comprised of portions of that certain called 484.16 acre tract recorded under County Clerk's File Number 2111635, Official Public Records, Waller County, Texas, portions of that certain called 320 acre tract, called 195.506 acre tract, and called 11.98 acre tract recorded under County Clerk's File Number 2211947, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a point in the intersection of Morton Road and Bartlett Road for the northeast corner of said H. & T. C. Railroad Company Surveying Section 123, Abstract 202, same being the southeast corner of the adjoining T. S. Reese Survey, Abstract 333, and the northwest corner of the adjoining Fred Eule Survey, Abstract 376, being the northwest corner of an adjoining called 81.8452 acre tract recorded in Volume 1012, Page 543, Official Records, Waller County, Texas;

Thence South 02 degrees 06 minutes 07 seconds East along the east line of said Section 123, same being the west line of said adjoining Fred Eule Survey, Abstract 376, and the west line of said adjoining called 81.8452 acre tract, as located in Bartlett Road, 1,981.19 feet to a point for the lower northeast corner of said called 484.16 acre tract, for the lower northeast corner and **Place of Beginning** of the herein described tract, said point 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;

Thence South 02 degrees 06 minutes 07 seconds East along the east line of the herein described tract and the east line of said called 484.16 acre tract, same being the west line of said adjoining Fred Eule Survey, Abstract 376 and said adjoining called 81.8452 acre tract, as located in Bartlett Road, at 477.77 feet pass a the southwest corner of said adjoining called 81.8452 acre tract, same being the northwest corner of the adjoining residue of a called 40.8759 acre tract recorded in Volume 995, Page 449, Official Records, Waller County, Texas, at 1,193.40 feet pass the southwest corner of said adjoining residue of a called 40.8759 acre tract and the southwest corner of said adjoining Fred Eule Survey, Abstract 376, same being the northwest corner of the adjoining W. I. Williamson Survey, Abstract 396, and the northwest corner of an adjoining called 10.2190 acre tract recorded under County Clerk's File Number 1600639, Official Public Records, Waller County, Texas, at 1,431.59 feet pass the southwest corner of said adjoining called 10.2190 acre tract, same being the northwest corner of an adjoining called 80.02 acre tract recorded under County Clerk's File Number 1501213, Official Public Records, Waller County, Texas, and continuing for a total distance of 3,298.28 feet to the southeast corner of the herein described tract, the southeast corner of said called 484.16 acre tract, and the southeast corner of said Section 123, same being the southwest corner of said adjoining W. I. Williamson Survey, Abstract 396 and said adjoining called 80.02 acre tract, the northwest corner of the adjoining H. & T. C. Railroad Company Survey Section 125, Abstract 203, being the northwest corner of an adjoining called 160.37 acre tract recorded in Volume 1384, Page 805, Official Records, Waller County, Texas, 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 553, Page 96, Official Records, Waller County, Texas;

Thence South 87 degrees 54 minutes 48 seconds West along the south line of the herein described tract, the south line of said called 484.16 acre tract, and the south line of said Section 123, same being the north line of said adjoining T. S. Reese Survey, Abstract 334, and said adjoining called 454 acre tract, 5,298.21 feet to the southwest corner of said called 484.16 acre tract, and the southwest corner of said Section 123, same being the northwest corner of said adjoining T. S. Reese Survey, Abstract 334, and said adjoining called 454 acre tract, the northeast corner of the adjoining H. & T. C. Railroad Company Survey Section 108, Abstract 295, being the northeast corner of an adjoining called 11.5164 acre tract recorded under County Clerk's File Number 1908706, Official Public Records, Waller County, Texas, and the southeast corner of said T. S. Reese Survey, Abstract 332, being the southeast corner of said called 195.506 acre tract;

Thence South 87 degrees 56 minutes 46 seconds West along the south line of the herein described tract, the south line of said called 195.506 acre tract, the south line of said called 320 acre tract, and the south line of said T. S. Reese Survey, Abstract 332, same being the north line of said adjoining H. & T. C. Railroad Company Survey Section 108, Abstract 295, the north line of said adjoining called 11.5164 acre tract, the north line of the adjoining Remington Trails Section Three, according to map or plat thereof recorded in Volume 658, Page. 396, Official Records, Waller County, Texas, and the north line of the adjoining Remington Trails Section Four, according to map or plat thereof recorded in Volume 658, Page 398, Official Records, Waller County, Texas, 5,206.89 feet to a point for the southwest corner of the herein described tract, being in the east right-of-way line of F. M. Highway 2855 (103-feet wide this location);

Thence North 02 degrees 07 minutes 07 seconds West along the east right-of-way line of F. M. Highway 2855, 4,718.43 feet to an angle point;

Thence North 04 degrees 26 minutes 29 seconds West continuing along the east right-of-way line of F. M. Highway 2855, 529.56 feet to a point for the northwest corner of the herein described tract, being at the intersection of the east right-of-way line of F. M. Highway 2855 and the south right-of-way line of Morton Road (width varies);

Thence North 87 degrees 55 minutes 39 seconds East generally along the approximate south right-of-way line of Morton Road, 969.07 feet to a point for corner;

Thence South 02 degrees 09 minutes 00 seconds East, 586.03 feet to a point for corner;

Thence North 88 degrees 02 minutes 55 seconds East, 365.38 feet to a point for corner;

Thence North 01 degree 55 minutes 52 seconds West, 586.82 feet to a point for corner;

Thence North 87 degrees 55 minutes 31 seconds East generally along the approximate south right-of-way line of Morton Road, 1,261.15 feet to a point for the most westerly northeast corner of the herein described tract, being in the east line of said called 320 acre tract, same being the west line of an adjoining called 120 acre tract recorded under County Clerk's File Number 2211948, Official Public Records, Waller County, Texas;

Thence along the common line of the herein described tract and said adjoining called 120 acre tract with the following courses and distances:

South 02 degrees 06 minutes 39 seconds East, 2,610.83 feet;

North 87 degrees 53 minutes 27 seconds East, 1,343.38 feet;

North 02 degrees 26 minutes 26 seconds West, 408.72 feet;

North 02 degrees 35 minutes 36 seconds West, 909.75 feet;

North 87 degrees 53 minutes 20 seconds East, 1,304.79 feet to a point for a reentry corner to the herein described tract, being in the east line of said T. S. Reese Survey, Abstract 332, same being the west line of said H. & T. C. Railroad Company Survey Section 123, Abstract 202;

Thence North 02 degrees 00 minutes 38 seconds West along the east line of said T. S. Reese Survey, Abstract 332, same being the west line of said H. & T. C. Railroad Company Survey Section 123, Abstract 202, as located in an extension of Schlipf Road, 1,131.15 feet to a point for corner;

Thence North 88 degrees 03 minutes 18 seconds East along the north line of said called 11.98 acre tract, same being the south line of an adjoining called 1.360 acre tract recorded in Volume 388, Page 517, Deed Records, Waller County, Texas, 395.12 feet to the northeast corner of said called 11.98 acre tract, being in the west line of an adjoining called 4.6202 acre tract recorded in Volume 388, Page 522, Deed Records, Waller County, Texas;

Thence South 02 degrees 09 minutes 53 seconds East along the common line of said called 11.98 acre tract and said adjoining called 4.6202 acre tract, 238.37 feet to the southwest corner of said adjoining called 4.6202 acre tract;

Thence North 87 degrees 56 minutes 16 seconds East along the common line of the herein described tract and said adjoining called 4.6202 acre tract, 505.12 feet to the southeast corner of said adjoining called 4.6202 acre tract;

Thence North 02 degrees 03 minutes 34 seconds West continuing along said common line, 400.21 feet to a point on said line at its intersection with the south right-of-way line of Morton Road for corner;

Thence North 87 degrees 57 minutes 01 second East along the south right-of-way line of Morton Road, 956.64 feet to a point for corner, being in the west line of the adjoining residue of a called 618 acre tract recorded in Volume 384, Page 846, Deed Records, Waller County, Texas;

Thence along the common line of the herein described tract and said adjoining residue of a called 618 acre tract with the following courses and distances:

South 01 degree 11 minutes 27 seconds East, 1,761.82 feet;

South 89 degrees 58 minutes 42 seconds East, 368.50 feet;

South 01 degree 11 minutes 27 seconds East, 91.37 feet;

South 84 degrees 09 minutes 03 seconds East, 801.87 feet;

North 70 degrees 19 minutes 33 seconds East, 458.35 feet;

North 02 degrees 04 minutes 53 seconds West, 897.90 feet;

South 84 degrees 52 minutes 14 seconds East, 1,164.32 feet to a point for corner, said point being in the west line of an adjoining called 4.9366 acre tract recorded in Volume 1434, Page 650, Official Records, Waller County, Texas;

Thence South 01 degree 58 minutes 26 seconds East along an easterly line of the herein described tract, same being the west line of said adjoining called 4.9366 acre tract, 203.39 feet to the southwest corner of said adjoining called 4.9366 acre tract;

Thence North 88 degrees 00 minutes 41 seconds East along the south line of said adjoining called 4.9366 acre tract, 12.83 feet to the northwest corner of the aforementioned adjoining called 10.00 acre tract;

Thence South 02 degrees 06 minutes 07 seconds East along the common line of the herein described tract and said adjoining called 10.00 acre tract, 660.00 feet to the southwest corner of said adjoining called 10.00 acre tract;

Thence North 87 degrees 59 minutes 52 seconds East continuing along said common line, 694.99 feet to the **Place of Beginning** and containing 1,009.43 acres of land,

SAVE & EXCEPT the following tract:

A 10.30 acre tract of land in the H. & T. C. Railroad Company Survey Section 123, Abstract 202, Waller County, Texas, being that certain called 10.302 acre tract recorded in Volume 667, Page 566, Deed Records, Waller County, Texas, with all bearing based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at the above-described southwest corner of the aforementioned called 484.16 acre tract, and the southwest corner of said Section 123, same being the northwest corner of the adjoining T. S. Reese Survey, Abstract 334, and the aforementioned adjoining called 454 acre tract, the northeast corner of the adjoining H. & T. C. Railroad Company Survey Section 108, Abstract 295, being the northeast corner of the aforementioned adjoining called 11.5164 acre tract, and the southeast corner of said T. S. Reese Survey, Abstract 332, being the southeast corner of the aforementioned called 195.506 acre tract;

Thence North 02 degrees 00 minutes 38 seconds West along the west line of said called 484.16 acre tract, and the west line of said Section 123, same being the east line of said T. S. Reese Survey, Abstract 332, and the east line of said called 195.506 acre tract, as located in and along an apparent extension of Schlipf Road, 1,465.60 feet to a point on said line;

Thence North 87 degrees 59 minutes 23 seconds East departing said line, 25.00 feet to the southwest corner of the aforementioned called 10.302 acre tract for the southwest corner and Place of Beginning of the herein described 10.30 acre Save & Except tract;

Thence North 87 degrees 59 minutes 23 seconds East along the south line of said called 10.302 acre tract, 660.00 feet to the southeast corner of said called 10.302 acre tract;

Thence North 05 degrees 15 minutes 05 seconds West along the east line of said adjoining called 10.302 acre tract, 560.66 feet to an angle point;

Thence North 18 degrees 08 minutes 16 seconds West continuing along said line, 151.08 feet to the northeast corner of said called 10.302 acre tract;

Thence South 88 degrees 00 minutes 36 seconds West along the north line of said called 10.302 acre tract, 586.34 feet to the northwest corner of said called 10.302 acre tract;

Thence South 02 degrees 00 minutes 38 seconds East along the west line of said called 10.302 acre tract, 705.10 feet to the Place of Beginning and containing 10.30 acres of land, for a net acreage of 999.13 acres of land, more or less.

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

March 15, 2023

Job Number 17281-0013-00

Quiddity Engineering, LLC
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(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@jonescarter.com

Waller County MUD No. 55 H. & T. C. Railroad Company Survey Section 109, Abstract 171
Tract 2 – 130.64 Acres

STATE OF TEXAS §

COUNTY OF WALLER §

A **METES & BOUNDS** description of a 130.64 acre tract of land in the H. & T. C. Railroad Company Survey Section 109, Abstract 171, Waller County, Texas, being that certain called 130.647 acre tract recorded under County Clerk's File Number 2110116, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at the southwest corner of said called 130.647 acre tract, being at the intersection of the north right-of-way line of Morton Road and the east right-of-way line of F. M. Highway 2855, for the southwest corner and **Place of Beginning** of the herein described tract;

Thence North 02 degrees 00 minutes 01 second West along the west line of said called 130.647 acre tract, same being the east right-of-way line of F. M. Highway 2855, 2,620.88 feet to the northwest corner of said called 130.647 acre tract, same being the southwest corner of an adjoining called 217.545 acre tract recorded under County Clerk's File Number 1909653, Official Public Records, Waller County, Texas;

Thence North 88 degrees 00 minutes 31 seconds East along the upper north line of said called 130.647 acre tract, same being the south line of said adjoining called 217.5458 tract, 1,688.80 feet to the northwest corner of an adjoining called 25.00 acre tract recorded in Volume 1301, Page 590, Official Public Records, Waller County, Texas;

Thence South 01 degree 59 minutes 35 seconds East along the west line of said adjoining called 25.00 acre tract, 1,210.00 feet to the southwest corner of said adjoining called 25.00 acre tract;

Thence North 88 degrees 02 minutes 06 seconds East along the south line of said adjoining called 25.00 acre tract, 900.03 feet to the southeast corner of said adjoining called 25.00 acre tract, being in the west line of an adjoining called 58.96 acre tract recorded under County Clerk's File Number 1909457, Official Public Records, Waller County, Texas;

Thence South 02 degrees 00 minutes 07 seconds East along the west line of said adjoining called 58.96 acre tract, 1,406.71 feet to the southwest corner of said adjoining called 58.96 acre tract, same being the southeast corner of said called 130.647 acre tract, and being in the north right-of-way line of Morton Road;

Thence South 87 degrees 55 minutes 32 seconds West along the north right-of-way line of Morton Road, 2,588.72 feet to the **Place of Beginning** and containing 130.64 acres of land, more or less.

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

Waller County MUD No. 55
Tract 2 – 130.64 Acres

H. & T. C. Railroad Company Survey Section 109, Abstract 171

September 23, 2022

Job Number 17281-0013-00

Quiddity Engineering, LLC
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(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@jonescarter.com

PLAN OF DEVELOPMENT

EXHIBIT B

± 1,129.77 Acres

Prepared For:

KATY 2855 DEVELOPMENT LLC

PREPARED BY:

META
PLANNING + DESIGN

24285 Katy Freeway, Suite 525
Katy, TX 77494

APPROVED: -_____

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a. Exhibit A: Boundary Exhibit
b. Exhibit B: Vicinity Exhibit
c. Exhibit C: Conceptual Development Plan
d. Exhibit D: Jurisdiction Exhibit
e. Exhibit E: Roadway Improvement Exhibit
f. Exhibit F: Cross Section Exhibit
g. Exhibit G: Major Thoroughfare Plan (per Waller County- 2019)
h. Exhibit H: Fence Exhibit
i. Exhibit I: Trails Exhibit
j. Exhibit J: Waller County Subdivision Ordinance, effective March 21, 2021
k. Exhibit K: TIA Executive Summary
l. Exhibit L: Mitigation Summary
m. Exhibit M: Residential Specialty Examples

INTRODUCTION

Grange (Project) is a master planned community consisting of approximately 1,129.77 acres located North of Highway 90, South of Morton Rd, and West of Bartlett Road and East of Houston Executive Airport. The Project is wholly located within Waller County.

The developer, Katy 2855 Development LLC ("Developer"), desires to construct a community surrounded by amenities that feature the natural environment and open spaces, with a wide range of housing types and prices, a diverse selection of lot sizes, and an appropriate spectrum of non-residential land uses to support a quality residential development.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of the property, which is located within Waller County. The area of the PD is depicted in Exhibit A, Boundary Exhibit, and Exhibit C, Conceptual Development Plan.

I. GENERAL PROVISIONS

The PD approved herein will be constructed, developed, and maintained in compliance with the Development Agreement and other applicable ordinances or regulations of the County. The Grange Plan of Development shall be governed by the County ordinances and regulations in effect as of the effective date of the Development Agreement. To the extent the existing and future County ordinance or regulation conflicts with the Development Agreement and/or the Development Agreement and this Plan of Development, this Agreement shall prevail. Amended or future County ordinances shall not apply to the Project.

If there are discrepancies between the text of this document and the figures attached, the text shall prevail.

The Project shall be developed in accordance with the following exhibits that are attached to and made part of this PD:

Exhibit A:	Boundary Exhibit
Exhibit B:	Vicinity Exhibit
Exhibit C:	Conceptual Development Plan
Exhibit D:	Jurisdiction Exhibit
Exhibit E:	Roadway Improvement Exhibit
Exhibit F:	Cross Section Exhibit
Exhibit G:	Major Thoroughfare Plan (per Waller County- 2019)
Exhibit H:	Fence Exhibit
Exhibit I:	Trails Exhibit
Exhibit J:	Waller County Subdivision Ordinance, effective March 21, 2021
Exhibit K:	TIA Executive Summary
Exhibit L:	Mitigation Summary
Exhibit M:	Residential Specialty Examples

A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District (MUD) shall be maintained by said MUD.

The Developer and a MUD may automatically annex properties that would be included in this Development Agreement without additional County Commissioners Court approval. All PD constraints on land uses, such as maximum lot or unit counts, will be increased proportionately to accommodate the additional annexation of property(s) into this Agreement.

The Developer or MUD shall maintain a construction/maintenance bond for a minimum of one year. At substantial completion of the roadway, which is approved by the County, the

Developer can reduce the maintenance bond by 50%. After the County fully accepts the roadway, the bond can be reduced 100% and released.

The Developer shall only fund or construct road improvements where the Developer constructs direct connections into existing County/TxDOT-maintained roads. Refer to Exhibit E.

The Parties agree this Plan of Development was created by the Developer for generally illustrating the boundary, lot mix and simplified layout of the Project. Any amendment to the Plan of Development shall be considered an amendment to this Agreement and shall replace the Plan of Development and become a part of this Agreement. The Waller County Engineer (the "County Engineer") may administratively approve any amendments to the Plan of Development that the County Engineer deems in his/her reasonable discretion to be minor in nature. Any change in the Plan of Development that does not materially increase density of residences by more than 1.0 unit per gross acre shall be deemed minor in nature. Relocation of residential lots set forth in the Plan of Development shall be deemed minor in nature, so long as such relocation remains in the spirit of the Plan of Development. Upon approval by the County Engineer of a minor revised Plan of Development, or approval by the Waller County Commissioner's Court or County official or Commissioner with delegated authority for approval of a revised Plan of Development containing more than minor revisions, the revised Plan of Development shall replace and supersede the then-current Plan of Development.

The following major modifications of the Development Agreement require approval by Commissioners Court:

1. Any increase in the maximum permitted single-family lots or multifamily units as outlined in Section II- Land Uses.
2. Deviations from the Development Regulations as specified in Section III that are intended to achieve a different design character. However, this does not preclude any individual variances with a physical hardship that may be approved by the Commissioners Court on a case-by-case basis.

A Phase Update to the General Plan shall be provided to the County Engineer for administrative review as development progresses. The County Engineer shall review and determine if the Phase Update is substantial enough to warrant a new General Plan approval by Commissioners Court.

II. LAND USES

The maximum number of single-family lots shall not exceed 3,500 lots. The maximum number of mixed-use and multifamily units shall not exceed 1,200 units, and the total of all dwelling units combined shall not exceed 4,700 units. This applies to the initial 1,129.77 acres.

Notwithstanding anything in this PD to the contrary, if the Developer adds property to the project, the number of single-family and mixed-use and multifamily units shall increase proportionately based on the ratio that the acreage of such additional property bears to the acreage of the property. For example, if 100-acres are added to this PD, the proportion

will be an 8.85%[1] increase in unit/lot density. The inclusion of any additional acreage to this PD shall require a resubmittal of the General Plan to Commissioners Court for approval, and the Commissioners Court shall not withhold approval of the resubmitted General Plan.

Any planned or proposed Multifamily developments will be clearly shown and labelled on the Conceptual Development Plan/General Plan submitted to the County.

Within the boundary of the proposed Plan of Development, land shall be dedicated to the County, HOA or MUD for neighborhood park/open space purposes, which area shall equal one (1) acre for each fifty- four (54) proposed dwelling units, based on 3,500 units equals 65 acres required neighborhood park and open space. Land used for public park area shall have a minimum frontage of 60 feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the Developer, such as hiking/running trails, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement. All public parks or open space areas may be maintained by the Developer's HOA or the MUD(s).

Commercial and non-residential uses are regulated by applicable Waller County ordinances and land use as seen in Exhibit J. The applicable Waller County subdevelopment ordinances are the standards and ordinances that currently apply on the effective date of this PD and are attached to this PD, and do not and will not include any future amendments or changes thereto.

III. DEVELOPMENT REGULATIONS

Roadway Design

Roadways within the PD shall be developed in accordance with the following regulations:

a. Arterial Streets (aka Major Thoroughfares) – roadway geometry for Arterial Streets shall comply with all Waller County regulations and requirements in effect as of the date of this Agreement, as adopted by the Waller County Commissioners Court and attached in Exhibit G.
    i. The developer reserves the right to propose and construct non-standard paving cross sections and traffic calming improvements for some portions of public streets including Major Thoroughfares, such as Franz Road. This may include, but is not limited to modified cross sections, table-top crossings, and/or on-street parallel or angled parking.

b. Collector Streets
    1. 60' minimum ROW width
    2. 500' minimum centerline radius
    3. Paving width may be reduced to 28'.
        a. Areas where a reduction is not appropriate include portions of collector streets that abut schools, parks, commercial uses, multifamily, or other uses in which vehicle stacking onto the collector would be necessary for the intended use.

[1] (100/1,129.77 = 0.0885) x 100 = 8.85%

4. All Collector Streets should be considered self-imposed collector streets as the Project is not subject to any collector streets on the Major Thoroughfare plan that is approved at the time of the approval and execution of this PD.

c. Local Streets
   1. 50' minimum ROW width
   2. 125' minimum centerline radius
   3. 50' centerline radius on knuckles
   4. 50' radius on knuckle bulbs
   5. 60' radius on cul-de-sac bulbs
   6. 42.5' paving radius on cul-de-sacs and knuckle bulbs (back of curb to back of curb)
   7. Center point of bulb on cul-de-sac or knuckle may be offset from right-of-way centerline.

d. Private Streets
   1. Shall adhere to all regulations as set forth in Local Streets above.

e. Except as specifically stated herein, roadway construction details such as concrete thickness and materials specifications shall comply with all Waller County regulations and requirements, as adopted by the Waller County Commissioners Court attached in Exhibit J.

f. The Developer is not responsible for any improvements to any exterior roadways except as determined by the Traffic Impact Analysis (TIA). In the event any right of way or additional paving improvements are required outside the Project boundary per the TIA, County shall be responsible for obtaining such right of way at its cost and Developer shall commence construction after such right of way is obtained. The TIA has been performed by the Engineer and submitted to Waller County on behalf of the Developer. The Developer is only responsible for making existing roadway improvements as identified by the TIA. The Developer and the County both agree that the County is held responsible for improving Morton Road as identified as the following projects:
   i. TIA Item No. 1 (refer to Exhibits K and L) –
      - Traffic signal at Morton Road and FM 2855
   ii. TIA Item No. 2 (refer to Exhibits K and L) –
      - Traffic signal at Morton Road and Schlipf Road
      - eastbound and westbound left turn lane connections
   iii. TIA Item No. 3 (refer to Exhibits K and L) –
      - Install eastbound and westbound left turn lanes at Bartlett Road.

g. The Developer will contribute to the above-listed projects an amount, not to exceed $1,947,000. The Developer will also contribute an additional, not to exceed, $1,000,000, to be considered as the Morton Road Contribution. The Developer's total contribution to Waller County is not to exceed $2,947,000.

h. Agreed payment method between The Developer and Waller County
   ii. The Developer will pay Waller County the agreed upon contribution based on set completion of development in 20% increments.
      1. 1st Contribution Payment – 20% developed: $589,400
      2. 2nd Contribution Payment - 40% developed: $589,400
      3. 3rd Contribution Payment - 60% developed: $589,400
      4. 4th Contribution Payment - 80% developed: $589,400
      5. 5th & Final Contribution Payment - 100% developed: $589,400

Points of Access

A. Points of Access within the Project development shall be determined for all residential sections based on the following:
   1. One (1) point of access is allowed for up to 150 lots.
      a. Entry streets with a boulevard paving section shall be considered two (2) points of access.
   2. The Developer will provide a second point of access for any phase of development or section greater than 150 lots.
      a. A connection to a major thoroughfare on Waller County's Thoroughfare Plans shall suffice as two points of access as a temporary condition until a permanent secondary connection can reasonably be made to another existing roadway.

Block Length and Intersection Spacing

A. Block length and intersection spacing within the Project shall be determined based on the following:
   1. Collector Streets
      a. Each collector street shall intersect with another local street, collector street, private street, or Major Thoroughfare at least every 1,400 feet, measured from edge of right-of-way to edge of right-of-way.
   2. Local Streets
      a. Each local street shall intersect with another local street, collector street, private street, or Major Thoroughfare at least every 1,400 feet, measured from edge of right-of-way to edge of right-of-way.
      b. Intersections along local streets shall be spaced a minimum of 70 feet apart, measured from edge of right-of-way to edge of right-of-way.
   3. Major Thoroughfare
      a. A major thoroughfare shall intersect with a public or private local street, a collector street, or another major thoroughfare at least every 2,600 feet, measured from edge of right-of-way to edge of right-of-way.
      b. If a creek, drainage channel, floodway, or similar existing encumbrance exists, block length may not exceed 1 mile or 5,280 feet.
      c. Intersections along major thoroughfares shall be spaced a minimum of 600 feet apart.
      d. An intersection with a major thoroughfare shall not be within 400 feet of the intersection of two major thoroughfares.

Roundabouts

A. Roundabouts may be utilized within the Project at any intersection of thoroughfares, collectors, or local streets as a traffic calming measure and to promote best practices for traffic management and roadway design.
   a. Roundabout design will be reviewed on a case-by-case basis depending on the roadway intersection type(s) and any relevant information as specified in the Traffic Impact Analysis (TIA).
   b. Roundabouts will be designed in accordance with any relevant regional or national design standards and are intended to be designed similarly to other

roundabouts found within the regional area.

Single-Family Residential

Single-family home sites within the PD shall be developed in accordance with the following regulations:

A. Lots

1. The maximum number of lots shall not exceed 3,500 lots.
2. Minimum lot size is forty (40') feet minimum width. Lots less than five thousand (5,000 s.f.) square feet shall provide compensating open space (COS) at a 1:5 ratio, meaning 1 s.f. of COS shall be provided per 5 s.f. below 5,000 s.f.
3. Measurement of lot width is to be taken at building line. The measurement of the building line shall be based off a tangential width on radial shaped lots, not based on arc length.
4. The minimum lot width on a cul-de-sac or knuckle that is fronted entirely by lots (no landscape or other reserves) shall be such that the projected width at the curb line allows thirteen (13) feet plus the width of a driveway and radii (3 feet) on each side of driveway.
5. Maximum lot coverage: Sixty-five (65%) percent calculated as the ground covered by building structures, principle or accessory, of the gross lot surface area.
6. Specialty product will have its own described side setbacks—minimum 6 feet with maximum 10 feet between units. Specialty products will also have a 20-foot minimum front yard building setback. All codes and regulations for fire code shall be applicable as required per reduced side setbacks between structures as described in attached Exhibit J.
7. Minimum front yard building setback
   a. Typical front yard setback – 25 feet
   b. Cul-de-sac front yard setback – 20 feet (cul-de-sac bulbs and knuckle bulbs)
      i. Setback shall be measured at the building line.
      ii. Where the cul-de-sac is surrounded entirely by lots (no landscape or other reserves), the lots fronting the knuckle/cul-de-sac shall have a dual building line: 20' for the principal structure, 25' for garages. The dual building line is not required on an open cul-de-sac.
8. Minimum side yard building setbacks: 5 feet for interior, non-corner lots and the non-street side of corner lots; 15 feet exterior side yard for street-side corner lots. Minimum 25 feet garage setback if the garage door faces the side street.
9. Minimum rear yard building setback: 10 feet, except when the rear utility easement width is greater than ten (10) feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major thoroughfare, the minimum

rear yard building setback is twenty–five (25) feet measured from the street right-of-way line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major thoroughfare and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty–five (25) feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major thoroughfare.

B. Shade Trees:
    1. All lots shall have a minimum of one (1) tree, planted in the front yard setback. The trees must be a minimum of two and one-half (2-1/2) inches in caliper width measured from the base of the trunk to 6" above soil level, and shall have a minimum height of eight (8) feet as measured at the tree trunk from the ground as planted.
    2. In addition, one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback or the adjacent right-of-way. The Developer has the ability to group trees on a block for non-traditional products.

C. Parking:
    1. Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:
        a. Resident Parking. Vehicles of residents shall be parked in the resident's garage or driveway.
        b. Guest parking. Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers such as landscapers, construction workers, or plumbers, but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.
        c. Enforcement. The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the Parking Restrictions to be contained in separately filed covenants and restrictions.

D. Screening walls: a minimum six feet (6') tall masonry wall shall be built along the back or side lot line adjacent to certain major thoroughfares and internal collector streets as shown on Exhibit H, Fence Exhibit.

Residential Specialty Products

A. Residential Specialty products within the PD shall be developed in compliance with the following regulations:
    1. Specialty products are allowed up to 20% of total lot count.
    2. Specialty product shall include the following:

a. Townhome (attached or detached)
b. Patio Home (centered patio homes shall not be counted as specialty product)
c. Duplex
d. Cluster
e. Quads
f. Alley Loaded Product
g. Any new product that arises in the ever-evolving market trends.

3. Developer agrees that the minimum lot size of a traditional single family residential lot within the Project shall be 3,000 square feet;

IV. PARKS, RECREATION AND TRAILS

An integrated network of open space and recreational amenities, including a robust trail system as seen in Exhibit I, shall be provided in accordance with the following regulations:

A. A maximum of fifty percent (50%) of the required 65 acres of the required area for neighborhood park land may be provided by private neighborhood park land consisting of the following;
    1. Small "pocket parks," recreation reserves of a minimum one-quarter (1/4) acre, strategically located near the entries of various neighborhood pods. The contributing park / recreation / open space areas will be dispersed throughout the community so that nearly every home is located within one-quarter (1/4) mile from the nearest neighborhood park.
    2. A large, centrally located recreation reserve of a minimum area of five (5) acres including water recreation, playground, picnic areas, parking and/or other active recreational uses.
B. A minimum of fifty percent (50%) – of the required 65 acres of the required area for neighborhood park land shall be provided consisting of the following:
    1. Unencumbered landscape buffer, open space and trails.
    2. Land which is encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall qualify at a fifty percent (50%) credit for public park but only if it complies with criteria listed below.
        a. Shall have a minimum frontage of 60 feet on a public street. Portions of open space that do not have any additional man- made improvements provided by the developer, such as concrete cart path, hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement.
        b. Areas along lake and drainage channel borders shall have an average minimum width of thirty feet (30') and a minimum width of twenty feet (20'); and
        c. Side slopes for area used in credit not to exceed a five to one (5:1) ratio.

C. Minimum 5-foot-wide sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the County requirements attached as Exhibit J and shall meet the State of Texas ADA standards.
D. Minimum 6-foot-wide sidewalks shall be provided along both sides of major thoroughfares and internal collectors within and adjacent to the property. At the discretion of the Developer, a ten (10') foot wide joint use trail may be constructed on only one side of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. And if so provided, the HOA or MUD, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.

V. FIRE PROTECTION / EMS SERVICES / LAW ENFORCEMENT

The Developer agrees to convey to the County or Emergency Services District (ESD) a not to exceed 5-acre site of land within the Project at the location along FM 2855 and as described on Exhibit C, Conceptual Development Plan, for the purpose of construction and operation of a fire/EMS station(s) and for use by the County/ESD at a price to be agreed upon by the Developer and the County or ESD.

The Developer will reserve the land for Waller County/ESD for a period of three (3) years after the effective date of this PD. If the County or ESD determines the site unsuitable for its use as a fire/EMS, then the Developer will retain the land for its own use and purpose and this Section V obligation to convey such a site is terminated.

An additional 5-acre tract shall be reserved for Waller County's use as a sub-station for any law enforcement or public safety organization including, but not limited to, the Sheriff's Department, the State Police, or a Fire Station. The location and actual size of the proposed site will be determined by the Developer pending discussion and coordination with the receiving agency. The Developer will reserve the land for a period of three (3) years after the effective date of this PD. If the receiving agency determines the site suitable for its use as a substation, then the Developer and receiving agency will negotiate an agreed upon price for the conveyance of such proposed site. If the receiving agency determines the site unsuitable for its use as a sub-station, then the Developer will retain the land for its own use and purpose and this Section V obligation to convey such a site is terminated.

Once the Project has closed on 350-residential lots, WCMUD 55 shall enter into an agreement with the Sheriff's Department to initiate additional patrolling of the community.

VI. STREET PLAN AND CROSS SECTIONS

All new construction will be concrete curb and gutter with ultimate storm sewer.

1. Street cross sections as seen in Exhibit F.
2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the Waller County Subdivision Ordinance, dated effective March 15, 2021, this PD, and as shown on Exhibit E: Roadway Improvement Exhibit
3. Upon approval of this PD, the County will amend its major thoroughfare plan to reflect the revised alignments of Franz Road in accordance with Exhibit G of this PD.

VII. BUILDING REGULATIONS

The Developer and/or its HOA will establish an Architectural Review Committee to create, review and enforce architectural and design standards for the single-family homes within the Project. There may be additional sub-homeowner associations and Property Owner's Associations (POA) may be established for non-residential property owners for the same purpose. These construction guidelines will be developed prior to any single family home construction and will be filed in the property records separately from this PD.

VIII. APPLICABILITY

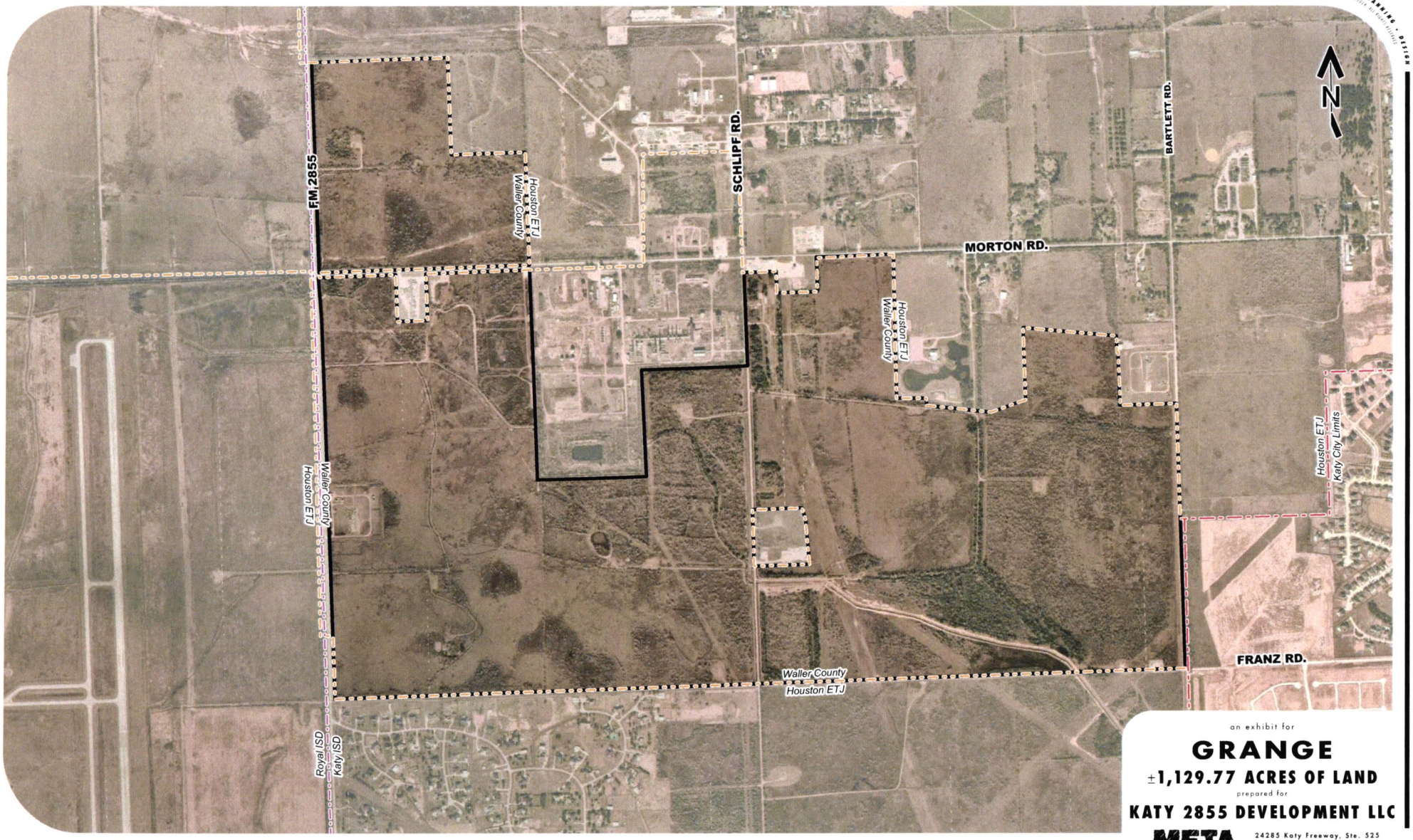
This PD shall apply to any development within this Project and has no expiration. It shall be upheld for any and all existing and future developers or builders, except and unless a new amended agreement is written and approved by all owners and applicable agencies.

Attached are the Waller County subdivision ordinances as Exhibit J. Any variances to those subdivision ordinances are addressed in this Agreement. Any future amendments or changes to the Waller County subdivision ordinances will not apply to this PD.

IX. EXHIBITS

The exhibits hereto are incorporated herein for all purposes and represent the approved Project (subject to revisions as permitted within this document).

Exhibit A:	Boundary Exhibit
Exhibit B:	Vicinity Exhibit
Exhibit C:	Conceptual Development Plan
Exhibit D:	Jurisdiction Exhibit
Exhibit E:	Roadway Improvement Exhibit
Exhibit F:	Cross Section Exhibit
Exhibit G:	Major Thoroughfare Plan (per Waller County- 2019)
Exhibit H:	Fence Exhibit
Exhibit I:	Trails Exhibit
Exhibit J:	Waller County Subdivision Ordinance, effective March 21, 2021
Exhibit K:	TIA Executive Summary
Exhibit L:	Mitigation Summary
Exhibit M:	Residential Specialty Examples



an exhibit for

GRANGE

±1,129.77 ACRES OF LAND

prepared for

KATY 2855 DEVELOPMENT LLC

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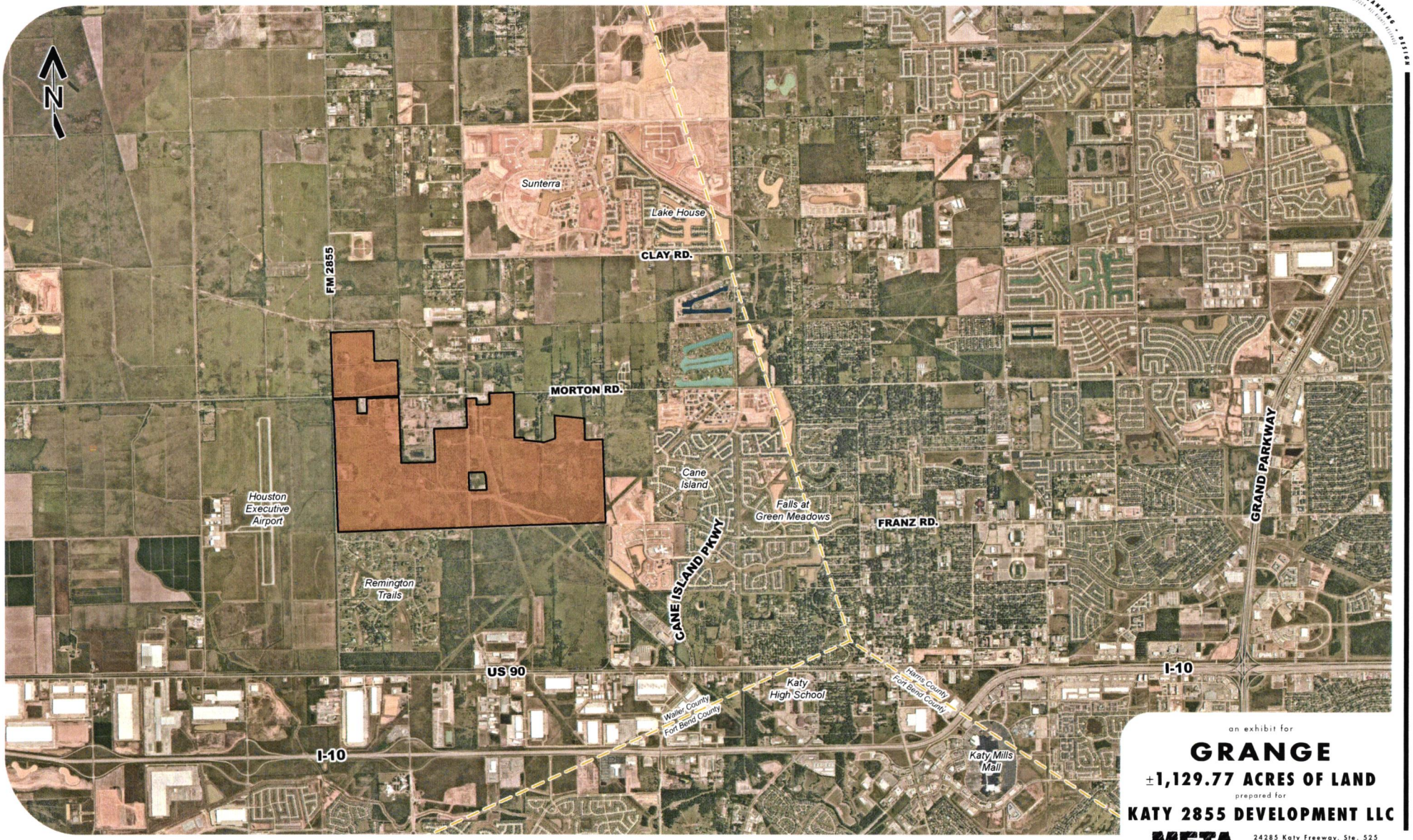
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EXHIBIT A

BOUNDARY EXHIBIT

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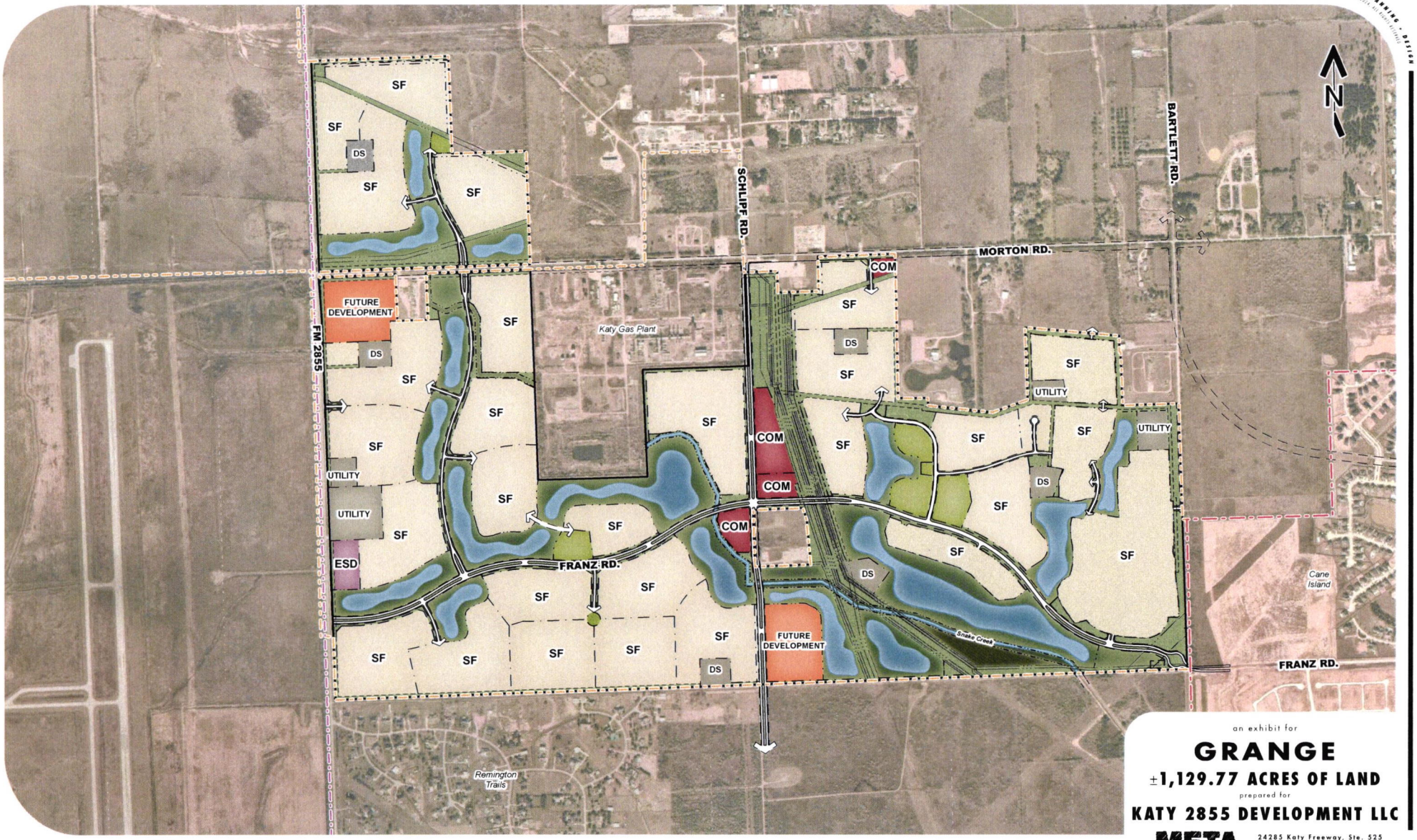
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EXHIBIT B

VICINITY EXHIBIT

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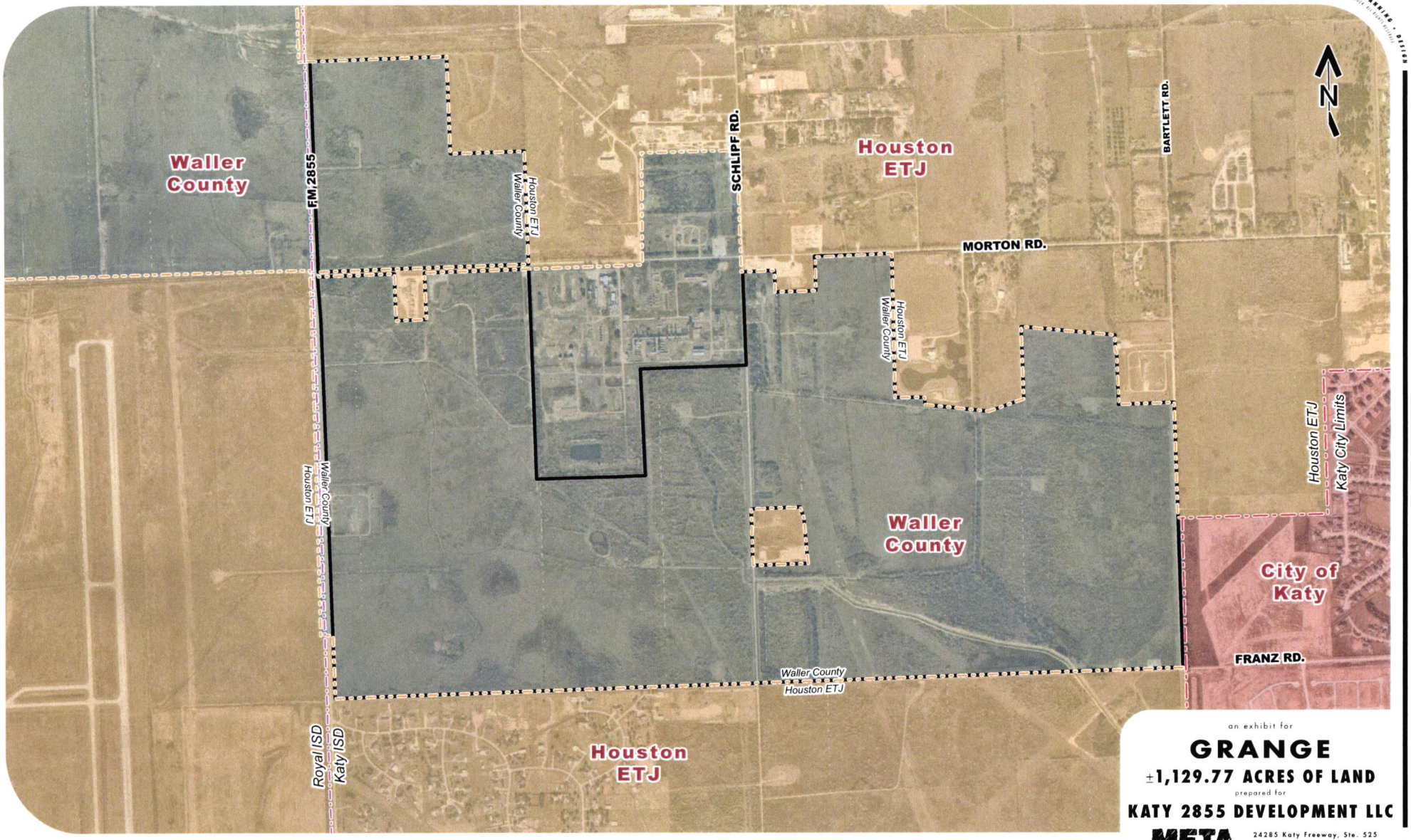
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EXHIBIT C

CONCEPTUAL DEVELOPMENT PLAN

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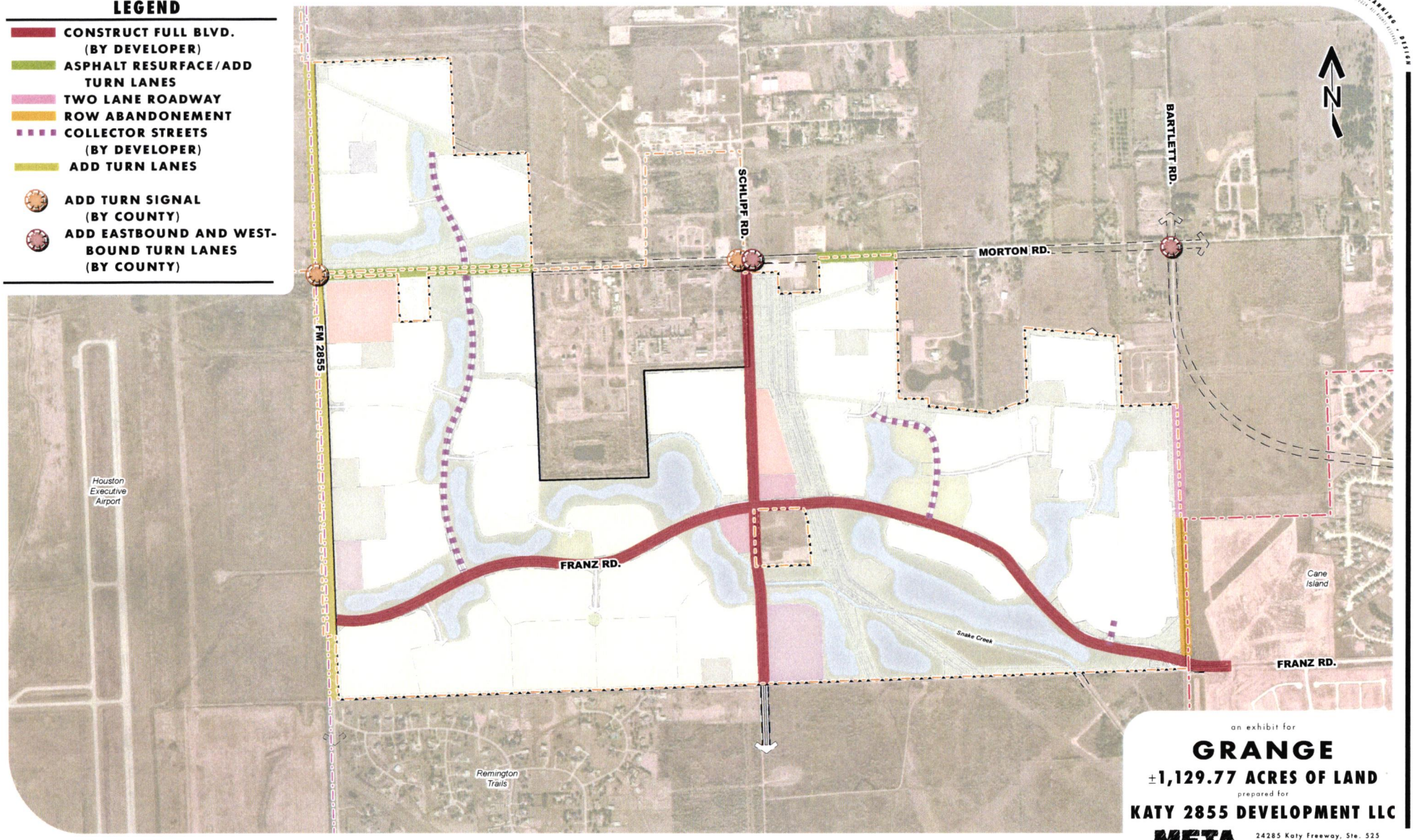
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APRIL 15, 2024

EXHIBIT D

JURISDICTION EXHIBIT

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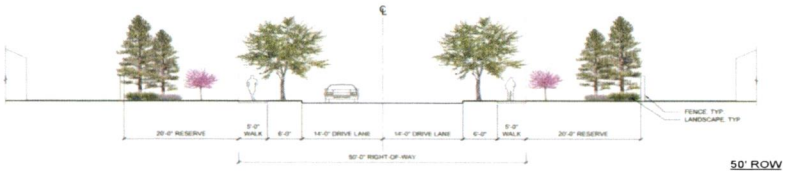
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APRIL 15, 2024

EXHIBIT H

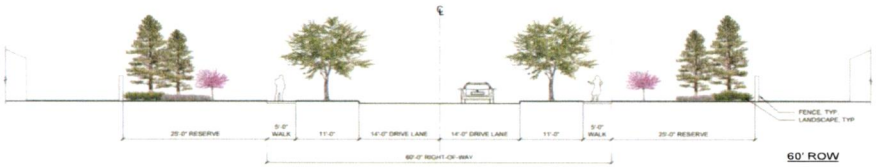
ROADWAY IMPROVEMENT PLAN

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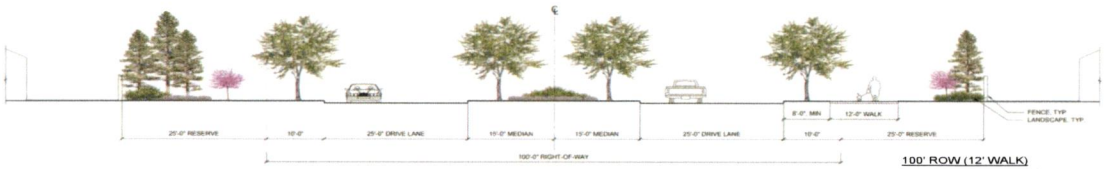
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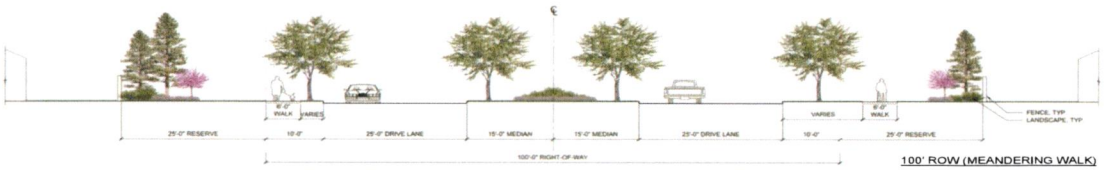
50' ROW



60' ROW



100' ROW (12' WALK)



100' ROW (MEANDERING WALK)

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N

an exhibit for

GRANGE

±1,129.77 ACRES OF LAND

prepared for

KATY 2855 DEVELOPMENT LLC

META PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE: NTS

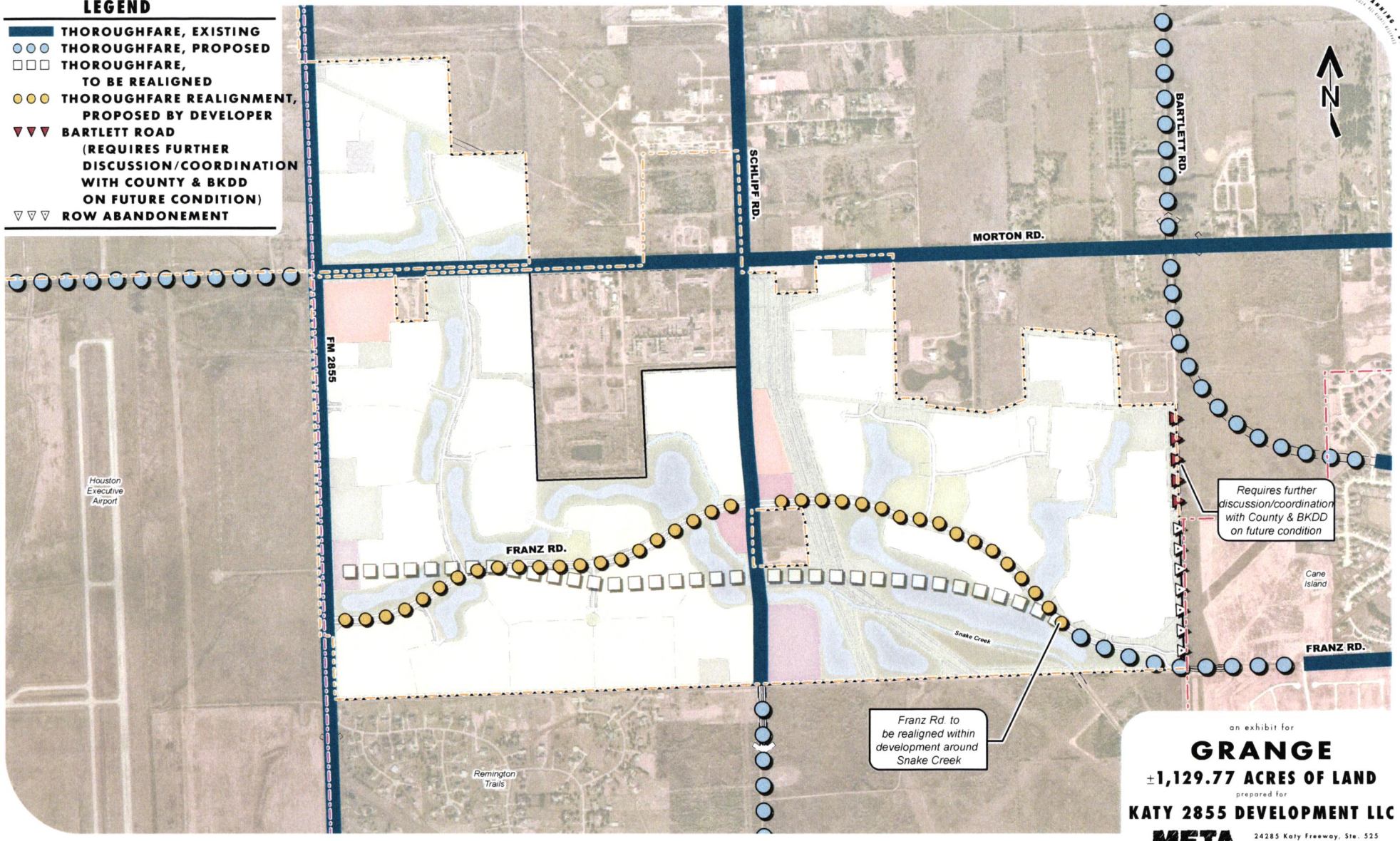
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APRIL 15, 2024

EXHIBIT F

CROSS SECTION EXHIBIT

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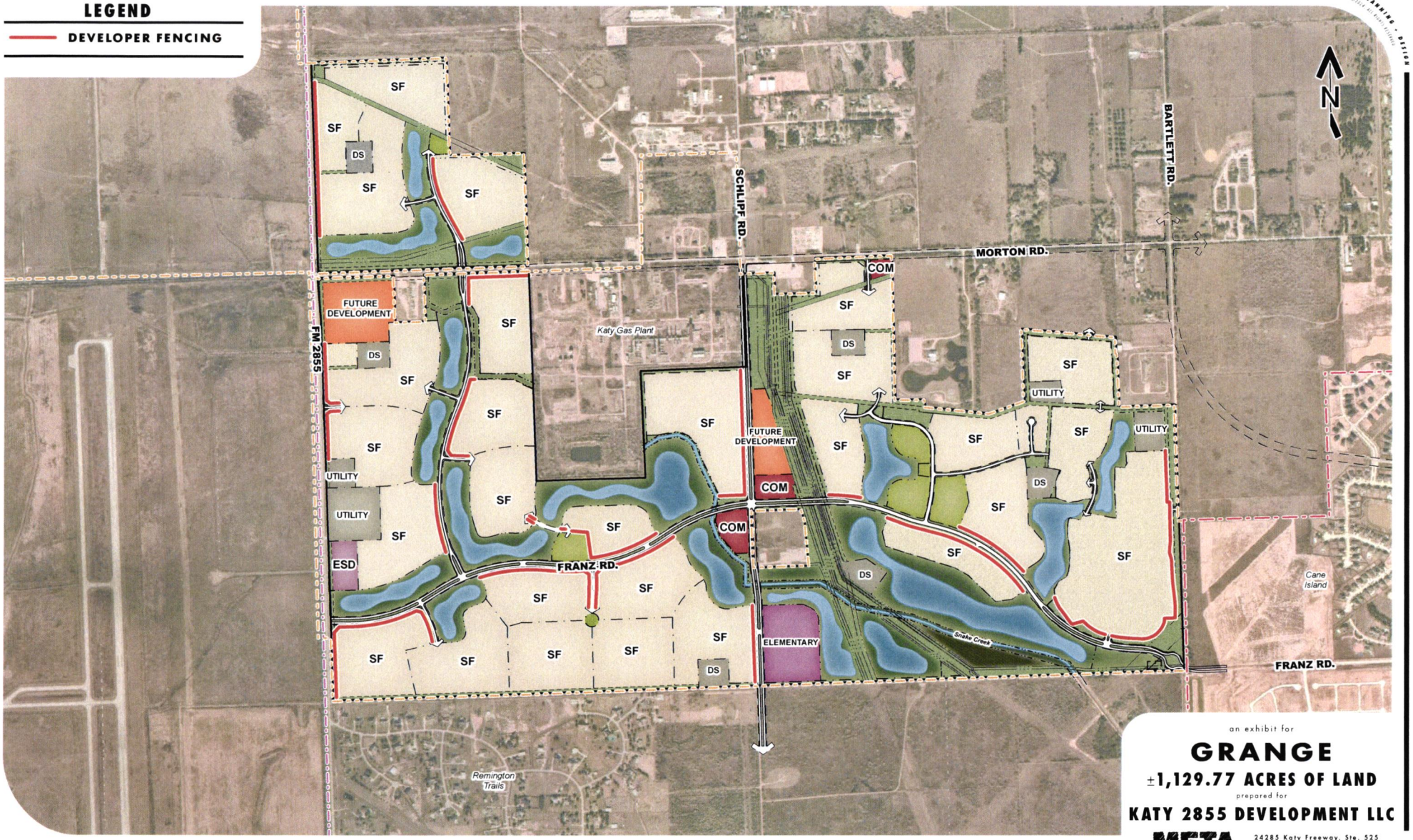
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EXHIBIT G

MAJOR THOROUGHFARE PLAN (Per Waller County-2019)

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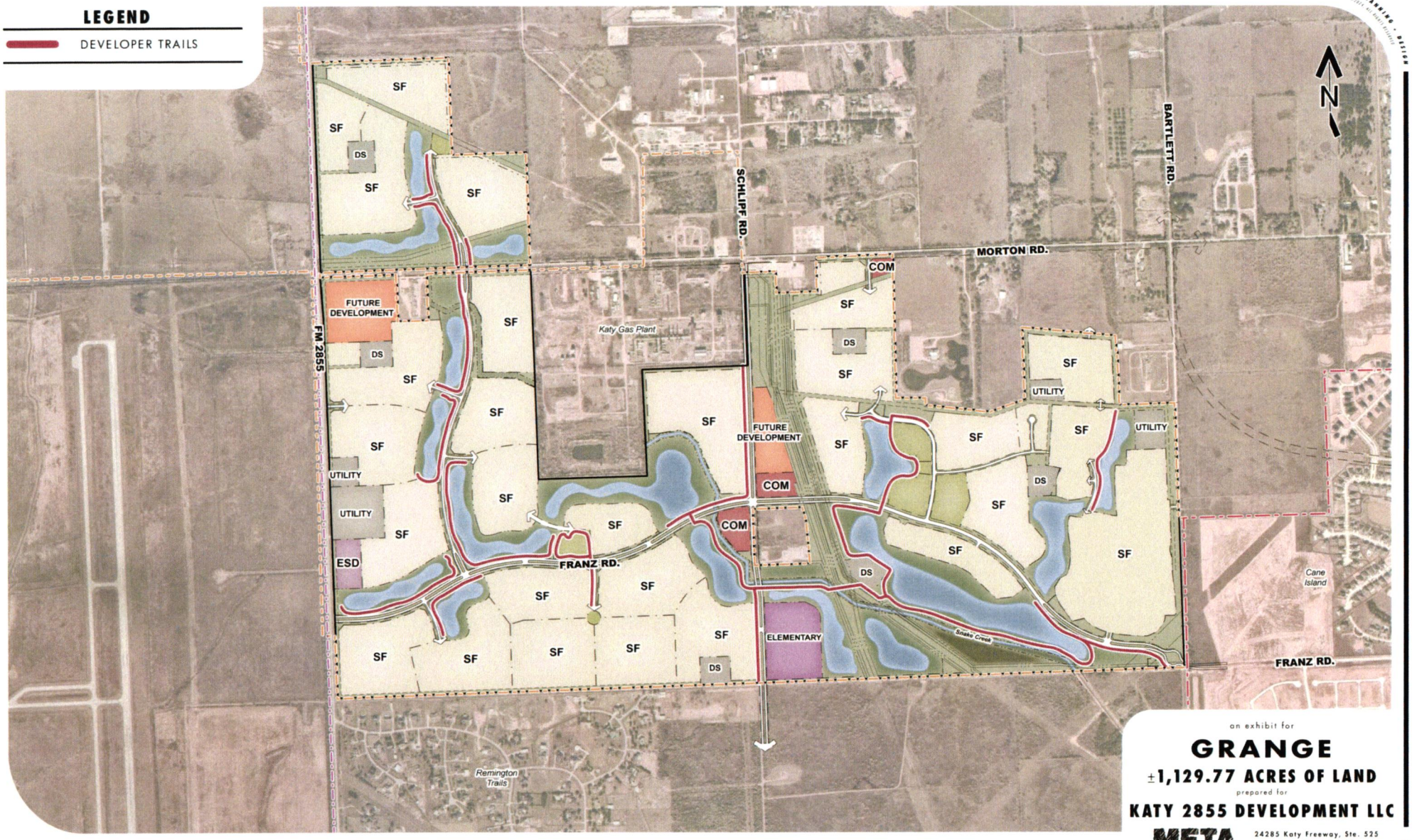
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EXHIBIT H

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EXHIBIT

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EXHIBIT J

WALLER COUNTY
SUBDIVISION AND DEVELOPMENT REGULATIONS

Revised: March 10, 2021
Effective: March 15, 2021

Resolution and Order

On March 10, 2021, the Commissioners Court of Waller County, Texas, met at the County Courthouse with the following members present:

Carbett "Trey" Duhon III, County Judge Presiding,
John Amsler, Commissioner Precinct One,
Walter Smith, Commissioner Precinct Two,
Kendrick Jones, Commissioner Precinct Three, and
Justin Beckendorff, Commissioner Precinct Four,

when among other matters, came for consideration and action the following Resolution and Order:

Whereas, the Commissioners Court of Waller County, Texas, duly convened, and acting in its capacity as the governing body of Waller County, ORDERED that the regulations attached and appended hereto, entitled "**WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS**" are revised as noted; and

Whereas, all officials and employees of Waller County having duties under said regulations are ordered and directed to perform such duties as required of them under said regulations.

Therefore be it Resolved, that Commissioners Court adopts the attached document as the "Waller County Subdivision and Development Regulations" and **orders** that it be in effect on and after **March 15, 2021**; and

Further Resolved, that County Judge Carbett "Trey" Duhon III is authorized to sign this Resolution and Order as the act of Commissioners Court.

The Resolution and Order was moved by Commissioner Jones, seconded by Commissioner Beckendorff, and adopted by the Commissioners Court on a vote of 5 members for and 0 opposed.

Carbett "Trey" Duhon III, Waller County Judge

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WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS

On February 16, 2007, acting pursuant to Chapter 232, Texas Local Government Code, Commissioners Court adopted the following regulations governing the subdivision of land. These regulations shall be known as the "Waller County Subdivision and Development Regulations".

1. Purpose

1.1 These regulations have been prepared to aid in the orderly development of Waller County, Texas. Specifically they have been prepared for the following purposes:

1.1.1 To furnish the developer with guidance in the expedient preparation and approval of a plat.

1.1.2 To protect the citizens of Waller County by enacting minimum subdivision standards.

1.1.3 To provide standards for the location, design, and construction of streets, intersections, drainage improvements and other features that provide safety for the public.

1.1.4 To prevent the Waller County Street System from being burdened with substandard local streets.

1.2 These rules, regulations and requirements may be revised at any regular session of Commissioners' Court, said amendments or revisions to become effective upon formal adoption by the Court.

1.3 The publication "Policies for Subdivisions Created without the Corporate Limits of any Town in Waller County", dated the 15th of June 1981, as amended through the 27th of September 2005, is rescinded, effective the February 16, 2007.

2. Definition of Terms

2.1 Acceptable Outfall - that point as determined by the developer's Engineer and approved by the County where storm water can be released without causing erosion or resulting sedimentation to the receiving channel or its floodplain. Where necessary, the outlet shall include structural and vegetative measures to assure non-erosive conditions.

2.2 Arterial Streets (Primary Thoroughfares) - those streets that are principally regional in nature and are used for through traffic and shall be divided into two classifications:

2.2.1 Streets which will serve vehicular traffic beyond the limits of the subdivision; and connect one collector or arterial with one or more collectors or arterials.

2.3.1 Streets in this category as shown in the current Major Thoroughfare Plan.

2.3 Building Line - a line of a plat generally parallel to the street right-of-way, indicating the limit beyond which buildings or structures may be erected and the area between the street right-of-way and the building line within which no private structure may be permitted. The building line is also known as the "setback" requirement.

2.4 Collector Streets (Secondary Thoroughfares) - those which connect arterial streets with local streets.

2.5 County Commissioner - the Waller County Commissioner(s) in whose precinct(s) the subdivision is located.

2.6 County Engineer - an Engineer, registered to practice engineering in the State of Texas, representing and/or contracted to represent Waller County.

2.7 Cul-de-sac - a short public street having but one (1) opening or access to another public street and terminated by a permanent vehicular turn-around.

2.8 Developer - any owner or person representing the interests of the owner of the property to be subdivided.

2.9 Final Plat - a drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and in conformance with the conditions of preliminary approval of Commissioners Court and meeting the requirements of Section 3.4.

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.

2.11 Local Streets - those which principally provide direct access to lots within a subdivision.

2.12 Lot - any portion of land surface contained within property lines of a specific area, including land within easements and setback lines. The word "lot" includes the word "parcel" and "tract".

2.13 Rental Community (including Manufactured Home Rental Communities and RV Parks)- a plot or tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease, for a term of less than 60 months without a purchase option. (See Appendix C and D)

2.14 Owner - the person or persons with equitable or legal title to the property to be subdivided.

2.15 Parent Tract - the original tract prior to any division.

2.16 Preliminary Plat - a drawing of a proposed subdivision meeting the requirements of Section 3.3.

2.17 Private Street - those intended to be designated for private maintenance and private access. No county maintenance is provided on such streets unless and until they are brought up to county standards.

2.18 Recreational Vehicle - a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term recreational vehicle shall include but not be limited to a motor home, truck camper, travel trailer and camping trailer; provided, however a recreational vehicle shall not include a boat, a mobile home or a manufactured home.

2.19 Recreational Vehicle Park - a contiguous development of land which has been planned and improved for the placement of recreational vehicles approved by the County in accordance with applicable codes, laws, rules, and regulations.

2.20 Rural Street - any street situated so that the spacing of driveways is greater than 100 feet apart.

2.21 Street - a way for vehicular traffic and used to describe all vehicular ways regardless of any other designation, and includes public streets, private streets and easements. The terms "street" and "road" are interchangeable.

2.22 Subdivision - the division of a tract into two or more parts with any of the tracts being 10 acres or less in area. Section 232 of the Texas Local Government Code shall control the definition of a subdivision in these Regulations. Any amendment of the Local Government Code shall amend these Regulations, without further action by Commissioners Court.

2.23 Texas Department of Transportation (TxDOT) Standards - those current standard specifications set forth in the TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges

2.24 Urban Street - any street situated so that the spacing of driveways is less than 100 feet apart for a distance of 1/4 of a mile. This distance does not apply to a subdivision using curb and gutter. Any curb and gutter street will be considered an urban street.

3. Platting Procedure

The platting procedure for subdivisions within Waller County shall be as follows:

3.1 Pre-application Procedure

Before any preliminary plans are prepared, the developer should obtain a copy of these regulations and become familiar with the various requirements to avoid expenditures of time and money, only to find that changes are required to make the plat and plans conform to the regulations.

3.2 Procedure for Rental Communities

Developers shall not begin any construction on a proposed rental community until they comply with Section 232.007 of the Texas Local Government Code, Appendices C & D of these regulations and notify Commissioners Court in writing of their intentions to develop the community.

3.3 Preliminary Plat Procedure

3.3.1 The Commissioners Court has assigned the duty of approving preliminary plats to the County Engineer. The Commissioners Court retains the right to overrule the County Engineers decision.

3.3.2 Developers shall not begin any construction on a proposed subdivision, until obtaining preliminary plat and construction drawing approval from the County Engineer.

3.3.3 Prior to any subdivision of land, the Developer shall set a meeting with the County Engineer. Based upon the comments from the meeting and submittal of the appropriate application, the Developer or his representative shall submit three (3 copies of the preliminary plat of the subdivision to the County Engineer's Office for preliminary approval.

3.3.4 The County Engineer shall review plat for compliance with these Regulations, and provide written comments. The County Engineer shall provide the developer with comments and take the following action by issuing a certificate of:

1. Preliminary Approval

2. Preliminary Approval with conditions to be satisfied at the time of Final Plat Approval

3. Denial of Preliminary Plat Approval

3.3.5 Prior to the approval of the preliminary plat, the Developer shall supply the County Engineer with a digital file (via CD or email) of the preliminary plat. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. The file shall be submitted to County Engineer's Office.

3.3.6 If the property to be subdivided lies within the extraterritorial jurisdiction of a city, this procedure shall be accomplished with the platting procedures as established in individual city interlocal agreements.

3.4 Preliminary Plat Criteria:

3.4.1 The lot layout drawn on a scale of 1" = 100' or larger, 1" = 200' or larger for plats with lots greater than 2.5 acres in size, or 1" = 400' or larger for plats with lots greater than 20 acres in size. Sheet size shall be 24" x 36", with a 1" binding margin on all sides.

3.4.2 Multiple sheet plats shall have the subdivision name and sheet number located in the lower right hand corner of each sheet. A key map shall be provided showing individual sheet relationships.

3.4.3 Provide a scale and North arrow.

3.4.4 Existing topographic contours, which may be obtained from U.S. Geological Survey 7.5 minute quadrangle map.

3.4.5 The location of existing property lines, easements, streets, 1% chance and 0.2% (100-year and 500-year) flood boundary, lakes and water courses, utility easements, and drainage culverts within the tract or immediately adjacent within two hundred feet (200').

3.4.6 Proposed lots, blocks, reserves, streets, alleys, building setback lines, easements, and any areas of special use including suggested operations sites for

exploration, development and production for minerals.

3.4.7 Lots shall have a minimum of 50 feet in width at the right-of-way line (50 feet in width at building line for lots on cul-de-sacs) and shall front a local street. Single-family residential lots shall not have direct access and shall not front on an urban arterial or an urban collector street.

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.

3.4.9 Names, and right-of-way dimensions for all proposed and existing streets.

3.4.10 Boundary of the subdivision and scaled dimensions, both linear and angular.

3.4.11 Area of subdivision, total number of lots and blocks and total area of reserves.

3.4.12 Proposed and existing easements and detention reserves.

3.4.13 Include a dimensioned typical sanitary control easement detail on the face of the plat.

3.4.14 Proposed typical property line dimensions and radii.

3.4.15 Front building lines shall be 25 feet. Side street building lines shall be 15 feet on local streets, 25 feet on collector streets and 35 feet on arterial streets.

3.4.16 A general statement of the proposed uses of the land within the subdivision.

3.4.17 Name, address, telephone number and fax number for the subdivision owner, developer and surveyor and/or engineer.

3.4.18 If the subdivision is to be carried out in two or more phases, a proposed master plan for the entire tract shall be prepared and filed with the County

Engineer's Office prior to the time the first unit is submitted. Requirements of the plat, concerning sheet size and drafting media shall be the same as for the plat to be recorded. Scale of this plat will be left to the discretion of the surveyor or the engineer.

3.4.19 City limits boundaries, extraterritorial jurisdiction boundaries, and county boundaries.

3.4.20 The title block in the lower right hand corner shall contain the proposed subdivision name preceded by the words "Preliminary Plat of _____" and the abstract and survey in which the property is located.

3.4.21 Vicinity map in the upper right hand corner showing location of subdivision in relation to existing streets and highways, and railroads within one (1) mile.

3.4.22 Approval of the appropriate jurisdiction when the subdivision is within the extraterritorial jurisdiction (ETJ) of that city.

3.4.23 A preliminary plat review fee (section 10) shall be paid with the submission of the preliminary plat for review.

3.5 Final Plat Procedure:

The final plat procedure will be the same as the preliminary plat procedure with the following additions.

3.5.1 Final plat and construction document review fee (See section 10) shall be paid with the submission of the final plat for review.

3.5.2 Commissioners Court shall not grant final approval on any subdivision until the Developer meets every subdivision requirement, including signature, Construction securities, mylar originals, paper originals, preliminary plat approval and fees. In addition, if the project is located within the Brookshire-Katy Drainage District (B-KDD), the Developer shall obtain written approval from the District of the development plans, and a copy of said approval shall be submitted to the County Engineer as a requirement of final plat approval.

3.5.3 The Developer shall submit to the County Engineer the specified number of original plats on 4 mil mylar and four identical size of either 22" x 34" or 24" x 36", at least fourteen (14) days before the date of the Commissioners Court meeting at which approval is requested. All text shall be on the front of the mylar. **Photocopies are not acceptable.** The specified number of original plats may vary but will generally be understood as one full-size original for the developer, the County Clerk, the County Engineer, the Appraisal District and one additional for cities when platted within an ETJ and/or within the B-KDD.

Originals Needed:

(2) 8½"x14" - Black line or Mylar
(3) Mylar Plat - 22"x34" or 24"x36"
(2) Black Line copies - 22"x34" or 24"x36"

3.5.4 The developer shall provide a letter clarifying the procedure he chooses for construction acceptance and final maintenance acceptance. In connection with this letter the developer must provide the securities as needed for construction per Section 5 and for maintenance per Section 6.

3.5.5 The County Engineer shall review plat and plans for compliance with these Regulations, and provide written comments. The County Engineer shall recommend the Commissioners Court to take the following action:

1. Final Approval
2. Denial of Final Plat Approval
3. Table Final Plat Approval to resolve outstanding issues.

3.5.6 Prior to placement of the approval of the final plat on the Commissioners Court agenda, the Developer shall supply the County Engineer a CD or email with a digital file of the final plat. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. A check made payable to the County Clerk for handling and processing shall also be submitted with the final plat along with a check for the filing fee.

3.5.7 Following final approval of the subdivision, the County Clerk will record the plat in the Plat Records of Waller County, Texas, and distribute the originals with the recording information. The Clerk will retain a copy of the plat for the County's records.

3.5.8 Unless the preliminary plat is followed by final plat approval within one year, the preliminary plat lapses and the subdivision must be resubmitted.

3.5.9 The final plat must be approved at a meeting of Commissioners Court.

3.6 Final Plat Criteria

3.6.1 Owners' and any lien holders' dedication, and restrictions, if any, shall be duly acknowledged in the manner required for acknowledgment of deeds. For street widening and drainage purposes, the Developer may dedicate either the fee interest in the property or a right-of-way easement for street widening and drainage improvements at the County's option. Right-of-way easements for widening streets or improving drainage must be accompanied by a plat note as found in Appendix B Item 1. The plat must also contain the note found in Appendix B Item 2. All streets and easements for utilities, street easements, street widening easements and street widening dedications shall be created by a notarized statement executed by all property owners and any lien holders or their legal representatives.

3.6.2 Easements shall be provided for existing utility lines located on the property. Easements for proposed utility improvements shall be identified on the face of the plat. Existing undefined or "blanket" easements shall be defined prior to final plat approval. If no agreement can be reached on a defined easement, then building setback lines shall be shown at a minimum distance of 25 feet from and parallel to the nearest pipeline or facility.

3.6.3 The plat shall show the location of the 100-year and 500-year floodplain as identified on the most current Waller County Flood Insurance Rate Map (FIRM) published by the Federal Emergency Management Agency. In addition, the plat shall show the location of special flood hazard areas identified by an engineering study (if required), under the seal of a Texas Professional Engineer. Additionally, the plat shall designate all easements of public record and shall include the plat note found in Appendix B Item 8.

3.6.4 Place address numbers assigned by the 911 Rural Addressing Coordinator within the individual lot boundaries, if possible. If not, include in a table on the face of the plat.

3.6.5 The placement of an elevation benchmark with the location, description and elevation of the benchmark shall be identified on the face of the plat. The elevation of this benchmark shall be tied into the closest benchmark with the latest USGS datum. Minimum first floor elevations for structures shall be identified when within the 1% chance and 0.2% chance (100-year and 500-year) floodplain boundary.

3.6.6 The standard note for lien holders acceptance that dedication of all public streets and easements shall be accomplished free of liens shall be as found in Appendix B Item 4. Any required release of liens shall be provided to the Commissioners Court.

3.6.7 A form on the plat as found in Appendix B Item 5 for Commissioners Court approval, including authorization for the County Clerk to file the plat for record as found in Appendix B Item 6.

3.6.8 A copy of a title report commitment or plat letter for the specific tract of land dated within 60 days of the plat approval date.

3.6.9 Approval of the appropriate jurisdiction when the subdivision is within the ETJ of that city.

3.6.10 A letter of serviceability from an entity or entities providing water service or a letter from the Developer stating that no service is available within 1000 feet of the subdivision and certifying that the lots are suitable for private wells.

3.6.11 A copy of the tax certificate from each taxing unit with jurisdiction of the real property indicating that no delinquent taxes are owed on the real property as well as payment of all other property taxes and assessments pertinent to the subdivision.

3.6.12 A letter from the Developer acknowledging that it is the responsibility of the Developer, not the County, to ensure compliance with the provisions of all applicable state, federal, and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, State Aquifer Regulations, surface water and/or ground water district regulations, and municipal watershed ordinances.

3.6.13 Certification by a Texas Professional Engineer under seal that all engineering, for streets and drainage, within the subdivision is in compliance with these

Regulations (including the Engineering Design Standards incorporated as Appendix A) and with all generally accepted engineering standards. If the Developer elects to proceed with plat recordation under the provisions of Section 5.3, the Developer shall provide upon completion of the construction an additional certification by a Texas Professional Engineer under seal that all construction for streets and drainage within the subdivision was completed in compliance with these Regulations (including the Engineering Design Standards incorporated as Appendix A) and with all generally accepted engineering standards.

3.6.14 The following plat notes are located in Section B Item 10:

Certificate(s) of Tax Collector

Legal Description

Certificate of Surveyor

3.6.15 When any public street is established by plat and where such public street forms either a stub street into adjacent acreage or where such public street lies along and parallel with the subdivision boundary and adjacent to acreage, a one (1) foot wide reserve shall be established within the street right-of-way to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage to prevent access to this public street from the adjacent unsubdivided acreage unless and until a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one (1) foot reserve on a plat are contained in the following note that shall be placed upon the face of any plat where a one (1) foot reserve is to be established.

"One (1) foot reserve dedicated to the public in fee as a buffer separation between the side and end of streets where such streets abut adjacent property. The condition of such dedication being that when the adjacent property is subdivided or replatted in a recorded plat, the one (1) 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."

3.6.16 "Any plat or master plan may make reasonable accommodation for a specific surface site(s) for extraction of oil and gas. If a surface site is designated, the developer shall provide proof from

the mineral owner, geologist or other professional that the site designated for such extraction is a reasonable solution for the mineral owner, in accordance with the usual and customary practice of the oil and gas industry. After such a site is designated, and the plat is approved, no oil or gas extraction activity may take place except utilizing the designated surface site."

3.7 Amending Plat

3.7.1 This section is applicable only if the applicable city regulations allow an amending plat and the amended plat is approved by the city. After approval by the City, the amended plat must be submitted for review and approval of the County Engineer and Commissioners' Court prior to recording with the County Clerk.

4. Replats

4.1 A person who owns real property in a tract that has been subdivided and that is subject to the subdivision controls of the county in which the property is located may apply in writing to the County Engineer for permission to revise the subdivision plat that applies to the property and that is filed for record with the County Clerk. After review by the County Engineer, consideration of the replat will be placed on the next Commissioners Court agenda to set a public hearing on the proposed replat.

4.2 Prior to placement of the consideration of the replat on the Commissioners Court agenda, the Owner shall supply the County Engineer with Copies of the proposed plat (prepared in accordance with the platting procedure outlined in Section 3.) and a digital file of the proposed plat. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. A check made payable to the County Treasurer for handling and processing shall also be submitted with the final plat along with a check made payable to the County Clerk for the filing fee.

4.3 After the application is filed with Commissioners Court and a public hearing date is set the County Engineer shall publish a notice of the application in a newspaper of general circulation in the county. The notice must include a statement of the time and place at which the court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 30th day

and ends on the seventh day before the date of the meeting; and

4.4 If all or part of the subdivided tract has been sold to nondeveloper owners, the County Engineer shall also give notice to each of those owners within 400' of the proposed replat by certified or registered mail, return receipt requested, at the owner's address in the subdivided tract. *(This notice is not required if the proposed plat only combines existing tracts.)* A listing of property within the boundary of the replat area must be submitted as well.

4.5 If the replat is within the ETJ of any city, the owners must also obtain approval of the affected city.

4.6 If the Court finds after the public hearing that the replat will not interfere with the established legal rights of any owner of a part of the subdivided land or each owner whose rights may be interfered with has agreed to the revision, it will enter an order partially vacating the original plat and approving the plat of the replat. If the Court finds that the replat will affect established legal rights, it shall not approve the replat without the written consent of all affected owners of a part of the subdivided land.

4.7 In addition to the normal handling, processing and filing fees, the person requesting the replat shall pay the actual cost of the newspaper notice and postage expenses required by the replat process. The fees for the newspaper notice and postage must be paid prior to either being submitted for publication or delivery.

5. Improvement Construction Security and Acceptance

5.1 The developer of any tract that desires to obtain approval of a plat for recording in the county records shall construct all streets and drainage in the subdivision to the standards and specifications set forth in the Engineering Design Standards incorporated as Appendix A of these Regulations before offering the plat for approval, unless exempted by Section 5.2.

5.2 Improvement plans shall be approved by the County Engineer who shall certify that the plan is in conformance with these regulations. Variance from the requirements shall be permitted only by Commissioners Court Order.

5.3 The Developer shall give a good and sufficient bond, cash, or letter of credit. This will be referred to as the construction security. The improvements shall be completed within 12 months of the plat date and the security shall reflect this 12 months. With court approval, an extension of up to one year may be granted. This construction security must be payable to the County Judge of Waller County, in an amount equal to the estimated cost of construction, according to the calculations of a Texas Professional Engineer and approved by Commissioners Court. The security shall be conditioned on the completion (in compliance with the Engineering Guidelines) of all the streets and drainage shown on the plat.

5.4 In areas within the ETJ of a city, the city's letter of credit policy may apply if the Commissioners Court finds that the city's policy provides adequate protection of the County's interest in the land development and construction of infrastructure, and the County is named with the City on the financial document.

5.5 The developer shall be entitled to partial reductions of his security requirement with written approval by the County Commissioners Court.

5.6 The Developer shall submit construction plans for streets and drainage, traffic signage, landscaping (within the public right-of-way), irrigation(within the public right-of-way), and utilities within a platted subdivision to the County Engineer's Office for approval prior to final plat approval being granted by Commissioners Court. These plans shall show the location of all underground utilities, including

water, sewage, and storm sewers. These plans shall include the design issues as described in Appendix A - Engineering Design Standards.

5.7 If landscaping and/or irrigation is proposed within the right-of-way, the Developer shall create an entity (municipal utility district, homeowners' association, neighborhood association, or other entity approved by Commissioners Court) that will be responsible for the maintenance and liability of the landscaping and/or irrigation. This entity shall have assessment authority to ensure proper maintenance.

5.8 When construction has been completed, the Developer shall provide the County Engineer with a set of "Record Drawings". These plans are to show the improvements as they were actually built. The digital file shall be in a .DWG format or a format that is readily convertible to .DWG format. After the "Record Drawings" plans are received, the County Engineer will provide the Developer a letter approving the construction of the subdivision.

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.

5.10 When traffic signal lights and additional turn lanes are required for traffic generated by subdivisions, these items shall be the responsibility of the Developer and the construction cost shall be included in the security.

6. Improvement Maintenance Security and Acceptance

6.1 By accepting a subdivision plat for filing, the Commissioners Court does not accept streets in the subdivision for ownership or maintenance by the County. The owner of the platted lots is responsible for maintenance of all streets within a subdivision until such time as the streets have been accepted for maintenance by the County. This holds true even though the County has approved the construction of the improvements.

6.2 The County will not accept a street for maintenance without the following:

6.2.1 A dedication to the public of an easement or fee interest in the entire street;

6.2.2 Written certification from a Texas Professional Engineer that the street was constructed in accordance with the Engineering Guidelines in effect when the subdivision was legally platted (or has been upgraded to those standards). The letter from the County Engineer as noted in Section 5.8 may be used to meet this requirement. If the subdivision where the street is located was never legally platted, it must meet the current Guidelines;

6.2.3 Written certification from a Texas Professional Engineer that the street is currently in compliance with the applicable Guidelines. The cost of any improvements, maintenance, or repairs required to reach that standard shall be borne by the developer or current owners;

6.2.4 Agreement by the County Commissioners Court that the street should be accepted, following an inspection by the County Engineer; and

6.2.5 The expiration of one year from the date that all streets, drainage and other improvements in the subdivision are completed, inspected by the County Engineer, and approved by Commissioners Court;

6.3 This section is required in order to provide security for the maintenance under section 6.2.4.

6.3.1 With the approval of Commissioners Court, the Developer shall give a surety bond, cash or letter of credit in an amount equal to 25% of the cost of construction for the streets and drainage in the subdivision. This will be referred to as the maintenance bond.

6.3.2 Commissioners Court must approve each bond or letter of credit. This security is to be conditioned upon the Developer's maintenance of the streets in a state of good repair until the time as they are accepted. The security shall be made payable to the County Judge of Waller County, and shall remain in effect until released by Commissioners Court.

6.3.3 Security will be released when the street qualifies for final acceptance under Section 6.2. Before release of the security, the County Engineer shall final inspect the streets, and the Developer shall remedy all deficiencies. If the deficiencies are not promptly remedied, the County shall make the repairs and draw on the security for payment.

6.4 The enforcement of plat restrictions is the responsibility of the developer and other owners in the subdivision; however, in an ETJ, both the city and the County shall have the authority to enforce plat restrictions to prohibit the construction or connection of utilities, or issuing of permits unless the requirements of the plat restrictions have been achieved.

6.5 The County will assume no responsibility for drainage facilities in the subdivision, other than those running on or along the streets or in approved drainage easements until they are formally accepted by the County Commissioners Court for maintenance. Maintenance and liability of landscaped areas within the right-of-way will be the responsibility of the developer, the municipal utility district, neighborhood association, or other Developer entity.

7. Substandard/Illegal Subdivisions

7.1 The County may accept maintenance of any street located in a subdivision in existence prior to June 15, 1981 (whether that subdivision was lawfully platted or not), provided that the streets meet all the criteria in Paragraphs 6.2 and 6.3 of these Regulations. The County will assume no part of the cost of bringing the streets into compliance before acceptance.

7.2 Subdivisions of property that are created without going through the proper platting procedure (either full plat or plat exemption) will not receive addresses or permits from the Engineer's Office.

8. Variances

8.1 The Commissioners Court of Waller County, may by written order passed in court grant variances from these Regulations.

8.2 Any person who wishes to receive a variance must apply to the County Engineer, who will request it be placed on the agenda of the Court with a recommendation whether the variance should be granted or not.

8.3 If the variance affects a city's ETJ, the person must contact the appropriate jurisdiction as stated in interlocal agreements under Local Government Code 242.001 (c) (d) (4).

8.4 The decision of the County Commissioners Court to grant or deny a variance is at its sole discretion.

9. 911 Rural Addressing

9.1 No 911 address will be provided for any development type (i.e. residential or commercial) until proof of adherence to platting regulations is confirmed.

9.2 All addresses shall be provided by the 911 Addressing Coordinator.

9.3 Address numbers shall be placed on mailboxes, gates and houses, so that emergency personnel can easily locate the correct location.

10. Enforcement

10.1 Section 232.005 of the Texas Local Government Code provides for the enforcement of these Regulations.

10.2 Under Chapter 7 of the Texas Penal Code, a person may be responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense)

solicits, encourages, directs, aids, or attempts to aid another person to commit the offense. Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.

10.3 Besides prosecuting a criminal complaint, the District Attorney may file a civil action to enjoin any violation or threatened violation of these Regulations, and to recover damages.

11. Summary of Costs

Excluding any required bonds or letters of credit, a developer will pay the county the costs per the following sections:

11.1 Preliminary Plat Review

The preliminary plat review fee is $50 per lot plus $50 per reserve. Fees shall be paid with the submission of the preliminary plat for review. Payable to: Waller County

11.2 Final Plat Review

The final plat and construction document review fee is $100. Fees shall be paid with the submission of the final plat for review. Payable to: Waller County

11.3 Replat Review

The replat and construction document review fee is $50 per lot plus $50 per reserve. Fees to be paid prior to items placement on a Commissioners Court agenda. These fees shall be paid with the submission of the preliminary replat for review. Other fees include:

(1) Public Notice Fee - must pay for three weeks of ads in a paper of local circulation.
(2) Notification letter postage (certified or registered mail, return receipt requested) - must be sent to each property owner within 400' of the replat area.

11.4 Handling and Processing Fee (Final Plats)
(Replats)

A charge of $50.00 will be assessed for handling and processing Final subdivision plats for approval in Commissioners Court. In the event a subdivision is developed in sections, a charge of $50.00 will be assessed for each section platted. This fee, in the form of a

Check, made out to the Treasurer, Waller County, Texas, will accompany the plat at time of submission to the Court for approval.

11.5 Filing Fee (Final Plats)
(Replats)

File (1) 8 ½ x 14 in the Official Public Records, filing fee is $50.00 per plat plus $11.00 for the first page and $4.00 for each additional page.

EX: 1 Page plat = $66.00, 2 Page plat = $70.00

11.6 Infrastructure Development Plan Review (Rental Communities)

Infrastructure Development Plan Review fee of $200 plus $10.00 per rental space will be charged. Fees shall be paid with the submission of the Infrastructure Development Plan for review. Payable to: Waller County

11.7 Variance Requests

A charge of $100.00 per residential request and $500 per non-residential request will be assessed for handling and processing of Variance Requests for approval in Commissioners Court. This fee, in the form of a check, made out to the Treasurer, Waller County, Texas, will accompany the variance at time of submission to the Court for approval.

12. Plat Required

12.1 Commissioners Court adopts the following as a guide to the public in determining when a plat is necessary:

12.2 A plat is required for any subdivision as defined by Chapter 232, Local Government Code and as defined by these Regulations.

12.3 It is immaterial that the sale of a subdivision lot is by contract or lease-purchase rather than by deed, or that the lots are described by metes and bounds rather than lot and block.

12.4 A replat is required to divide a parent tract which is already located within a subdivision.

12.5 If the tract of land is located within the extraterritorial Jurisdiction of a municipality but outside the limits of said municipality, a plat must still be prepared and submitted to Waller County.

12.6 The owner of a tract of land located outside the limits of a municipality shall have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

1. a subdivision of the tract, including an addition; or
2. lots; or
3. streets. alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

13. Plat Not Required

The following exemptions may allow a division of property without the preparation of a subdivision plat. Under these exemptions, a property owner may not be required to prepare a subdivision plat for their division of their property, but the division of property must still meet the minimum lot size requirements set forth in the Waller County On-Site Sewage Facility Order, if applicable. A Certificate of Plat Exemption shall be issued by the County Engineer or Road Administrator for presentation to the

County Clerk stating that the division of Land is exempt from the subdivision plat requirements.

Commissioners Court adopts the following as a guide to the public in determining when a plat is not necessary:

13.1 Family Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

13.1.1 Each of the lots is sold, given, or otherwise transferred to an individual who is related to the owner within the third degree of consanguinity of affinity, as determined by Chapter 573, Government Code; and

13.1.2 the owner does not lay out a part of the tract as described in Section 12.6.3.

13.1.3 If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree consanguinity or affinity, the platting requirements apply.

13.1.4 A maximum of 4 lots can be created.

13.2 10 Acre Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

13.2.1 All of the lots in the subdivision are more than 10 acres in area; and

13.2.2 the owner does not lay out a part of the tract as described in Section 12.6.3.

13.3 Veterans Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

13.3.1 The owner does not lay out a part of the tract as described in Section 12.6.3; and

13.3.2 all of the lots are sold to veterans through the Veteran's Land Board Program.

13.4 State Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

13.4.1 The tract is owned by the state or other state agency, board, or commission or owned by the permanent school fund or any other dedicated funds by the state.

13.5 Floodplain Dissolution Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

13.5.1 The owner of the land is a political subdivision of the state, the land is situated in a floodplain, and the lots are sold to adjacent landowners.

13.6 Single Division Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

13.6.1 The owner does not lay out a part of the tract as described in Section 12.6.3; and

13.6.2 one new part is to be retained by the owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of these regulations.

13.7 Undivided Interest Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into two parts to have a plat of the subdivision prepared if:

13.7.1 The owner does not lay out any part of the tract as described in Section 12.6.3; and

13.7.2 all parts are transferred to persons who owned undivided interest in the original tract and a plat is filed before any further development of any part of the tract.

13.8 Mortgage Provision: The County shall not require the owner of an unplatted or platted tract of land located outside the limits of a municipality who divides the tract into two parts to have a plat of the subdivision prepared if:

13.8.1 The owner does not lay out any part of the tract described in Section 12.6.3; and

13.8.2 the subdivision is the result of the owner dividing a tract by granting a security interest in property to secure indebtedness.

13.9 Adjacency Provision: The County shall not require the owner of an unplatted tract of land located outside the limits of a municipality who divides the tract into parts to have a plat of the subdivision prepared if:

13.9.1 The owner does not lay out any part of the tract described in Section 12.6.3; and

13.9.2 the subdivision is the result of the owner dividing a tract to convey property to an adjacent property owner.

APPENDIX A – ENGINEERING DESIGN STANDARDS

1. Improvement Plans

The Developer shall employ a Texas Professional Engineer to prepare the "Improvement Plans" in conformance with these regulations. Utility companies and other affected public agencies should be consulted before plans are prepared. Improvement Plans shall be submitted to the County Engineer for approval prior to construction.

1.1 Construction Drawings: Two (2) white background prints of the drawings shall be submitted, and the sheet size shall be 24" x 36" or 22" x 34". The drawings shall be referenced to the proposed subdivision, show elevations based on mean sea level datum plan, and be in compliance with the following information:

1.1.1 Street Plan Profile: The plan of each proposed street (indicating the existing ground elevations and proposed street grade surface including existing street grade for a distance of one hundred feet (100') beyond the tract boundary), at a scale of not more than twenty feet (20') per inch.

1.1.2 Street Typical Sections: A typical-section of each proposed street if all are not the same, not to scale, but having horizontal and vertical measurements showing width of proposed stabilization, base, wearing surface, curbs, shoulders, ditches, etc.

1.1.3 Water Supply and Sanitary Sewer System: The plans and profiles proposed and existing water distribution systems and sanitary sewer if submitted to the required State agencies for approval, shall be submitted to the County Engineer's Office to be approved by County Engineer prior to commencement of construction.

1.1.4 Drainage: The size, location and typical sections of drainage ditches (or storm sewer, if used) including easements shall be shown. All drainage plans, profiles and computations shall be submitted to the County Engineer's Office for approval by County Engineer prior to construction.

1.1.5 Existing Utilities: Plans and profiles of existing utilities shall be shown where applicable.

1.1.6 Bench Marks: Shall be provided at convenient points, with description, location and Mean Sea Level elevations indicated on the improvement plans. Tie to FEMA Benchmarks.

2. Lot Size

2.1 Minimum lot size shall be one and one-half (1.5) net acres for lots which have a private water well and private septic system and one (1.0) net acre for public water and private septic system, per dwelling in each instance. All easements are to be excluded from the acreage calculation. The Waller County On-Site Sewage Facility Regulations or other Federal, State, or Local laws or regulations may impose further lot restrictions.

3. Street Alignments

3.1 Streets shall be laid out so as to align with existing streets in adjoining or nearby subdivisions, leaving the possibility of connecting the subdivisions with a minimum of street construction. No voids shall be left within the subdivision with the intent of avoiding responsibility for constructing streets or bridges, nor along the subdivision boundary to avoid connecting with adjacent subdivisions or streets. Arterials shall be placed and designed in accordance with the plan of the County Thoroughfare Plan and the County Engineer. Collectors will be placed in accordance with any collector street plan that contains the subdivision.

3.2 Maximum block length shall be based on the average lot size fronting on the subject street in accordance with the following:

Average Lot Size Not Greater Than (Ac.)	Block Length Length (Ft.)
0.5 1,500 1.0 1,500 2.0 1,500 5.0 2,000	
10.0 2,500 20.0 3,500	
40.0	5,000

3.3 Dead-end streets which end at property that may be developed may remain as Dead End streets, but must be extended to the property lines. Dead End streets which shall remain as Dead

End streets shall end on a temporary cul-de-sac with a minimum radius of right-of-way 70 feet (minimum base 50 foot radius) with Dead End street signs placed on these streets.

3.4 County may require an internal street system that minimizes street cuts to existing County streets.

4. Minimum Street Requirements

4.1 Arterial streets shall be designed as follows:

4.1.1 If the arterial is included in the transportation plan, the right-of-way and pavement shall be as required in the plan.

4.1.2 The minimum right-of-way shall be 100 feet for urban (curb and gutter) construction and 120 feet for rural (open ditch) construction.

4.1.3 The pavement cross section in a rural subdivision shall be 36 feet of paved surface travel-way.

4.1.4 The pavement cross section in an urban subdivision shall be two 24-foot travel-ways with a 19-foot median.

4.1.5 The minimum design speed shall be 55 MPH. A minimum centerline radius of 2,000 feet shall be used.

4.2 Collector streets shall be designed as follows:

4.2.1 If the collector is included in a transportation plan, the right-of-way and pavement cross section shall be as required in the plan.

4.2.2 The minimum right-of-way shall be 80 feet for urban (curb and gutter) construction and 90 feet for rural (open ditch) construction.

4.2.3 The pavement cross section in a rural subdivision shall be 28 feet of paved surface travel-way.

4.2.4 The pavement cross section in an urban subdivision shall be a 32-foot paved travel-way.

4.2.5 The minimum design speed shall be 45 MPH. A minimum centerline radius of 1200 feet shall be used.

4.3 Local streets shall be designed as follows:

4.3.1 The minimum right-of-way shall be 70 feet in a rural (open ditch) subdivision and 60 feet in an urban (curb and gutter) subdivision.

4.3.2 The pavement cross section in a rural subdivision shall be 22 feet of paved surface travel-way, or 28 feet back of curb to back of curb.

4.3.3 The pavement cross section in an urban subdivision shall be a 28 feet, back of curb to back of curb.

4.3.4 Cul-de-sacs shall have a minimum right-of-way of 70 feet (radius) with a rural paving section of 50foot radius paved travel-way, or a 50-foot radius to back of curb.

4.3.5 The minimum design speed shall be 35 MPH. A minimum centerline radius of 650 feet shall be used.

4.4 The following standards apply to all streets:

4.4.1 Concrete streets with curbs shall have a back of curb to back of curb width equal to those sections with curb and gutter sections.

4.4.2 Concrete Curb and gutter sections where used with non-concrete pavement shall be a minimum of 24 inches in width.

4.5 Additional Right-of-Way for Existing Streets:

4.5.1 Where the subdivision affects a county street, the Commissioners Court shall determine the right-of-way width which will be necessary for the maintenance and improvement of the street.

4.5.2 Where the subdivision affects only one side of a county street, adequate right-of-way shall be provided to obtain one-half the total proposed width to provide right-of-way as prescribed by Commissioners Court.

4.5.3 Where the development is on both sides of the existing county street, right-of-way for the total prescribed width shall be provided.

4.5.4 Any improvements proposed by the developer along an existing county streets shall:

1. Comply with the standards set in Paragraph 4.1;

2. Be included in the construction plans as approved by the County Engineer; and

3. Where it is an improved facility, it must be equal to the existing street, in sole discretion of Commissioners Court.

4.6 Unless otherwise stated in these regulations, all streets shall be designed in accordance with the latest version of AASHTO (American Association of State Highway and Transportation Officials) "A Policy on Geometric Design of Highways and Streets". All references to "mountainous terrain" shall not apply to Waller County.

4.7 Private streets shall be allowed at the discretion of the Commissioners Court. Private streets shall be constructed to County standards in all matters. County shall not be obligated in the future to accept any private street into the County road maintenance system.

5. Construction: General

5.1 A preconstruction meeting shall be scheduled prior to the start of construction. The Design Engineer, Developer, Contractor, Subcontractors and County Engineer or his designated representative shall attend this meeting. All streets are to be constructed according to specifications found in the current version of the TxDOT Manual Standard Specifications for Construction of Highways, Streets, and Bridges unless otherwise stated in these standards.

5.2 All streets, and concrete structures shall be tested by an Independent Testing Laboratory. The subgrade will be tested for Plasticity Index (PI), percent of lime if lime is added, and compaction. Each base course will be tested for compaction and depth. The two course surface treatment will have certification of distribution of AC-5 or HFRS-2 asphalt and of the cover stone. The HMAC course will be tested for compaction and depth. All compaction test reports will include a copy of the work sheet showing 100% Design Proctor Standard. Pavement concrete will be tested for Compressive strength. A test specimen will be taken at intervals no greater than 500 feet. The developer shall pay for all testing and will furnish the County Engineer's Office with certified copies of these tests.

5.3 All underground nonferrous utilities within an easement or street must be accompanied by ferrous metal lines to aid in

the location of the utilities through the use of a metal detector except for electrical lines.

5.4 All pavement is to be designed by a professional engineer. The design is to be based upon a soil report of samples taken along the proposed streets. Test holes will be placed at a maximum spacing of 1000 feet of proposed roadway. The County Engineer shall review the report along with the street and drainage construction plans for the subdivision.

5.5 Iron Rods and caps shall be placed at all points of curvatures and tangencies for all rural streets.

6. Subgrade

6.1 The preparation of the subgrade shall follow good engineering practices as directed by the Design Engineer. When the P.I. is greater than 20, then a sufficient amount of lime shall be in accordance with TxDOT Item 260 - Lime Treatment For Materials Used As Subgrade (Road Mixed) and

Item 264 - Lime and Lime Slurry until the P.I. is less than 20. Subgrades such as sand, with low plasticity (P.I. less than 5) shall be cement stabilized. The subgrade will be prepared and compacted to 95% Standard Proctor density. The subgrade shall be watered, rolled and bladed to a depth of 6 inches before any flexible base material is placed on it.

6.2 The subgrade must be inspected and approved by an Independent Testing Laboratory and a certified copy given to the County Engineer's Office.

6.3 The subgrade shall extend 24 inches outside of the base width on each side of the base material.

7. Base Material

7.1 Base material shall conform to TxDOT Item 247 "Flexible Base". The base material shall be Type A Grade 2.

7.2 The base will be prepared and compacted to 95% Standard Proctor Density, +1-2% optimum moisture. The base must be inspected and approved by an Independent Testing Laboratory and a certified copy of all tests given to the County Engineer's Office for approval. All streets must have a flexible base. The flexible base shall have a minimum thickness of six (6) inches after compaction of the authorized base material on local streets and a minimum thickness of eight (8) inches after compaction of the authorized base on collector and arterial streets.

7.3 The base shall extend 24 inches outside the paving width on each side of the pavement material.

8. Wearing Surface

8.1 Hot Mix Asphaltic Concrete (HMAC)

8.1.1 Urban streets require a minimum 2" layer of HMAC Type D. Compact to 95% Standard Proctor density. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. The County Engineer's Office shall be provided with a copy of the HMAC design.

8.1.2 Rural streets require a minimum 2" layer of HMAC Type D. Compact to 95% Standard Proctor density. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. The County Engineer's Office shall be provided with a copy of the HMAC design.

8.1.3 Paving material shall be applied only as directed in the TxDOT Manual.

8.1.4 Subgrade - applied in accordance with A6.

8.1.5 Base Material - applied in accordance with A7.

8.1.6 The asphalt surface must be inspected and approved by an Independent Testing Laboratory and a certified copy given to the County Engineer's Office for approval by the County Engineer.

8.2 Concrete

8.2.1 Design Engineer shall determine class of concrete for each structure. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. Batch design will be required for each class of concrete. Test specimens will be required for each 500 SY or a minimum of one cylinder for each class of concrete. For structural concrete, test cylinders will be required for each 50 CY. A slump test will be required for each set of test beams or cylinders. Air entraining and retarding agents used shall be from approved TxDOT list.

8.2.2 Fly ash is allowed in the mix.

8.2.3 Concrete pavement shall be a 5 ½ sack mix and a 28-day compressive strength of 3500 PSI. Structural concrete shall have a 28-day compressive strength of 4000 PSI.

8.2.4 Minimum pavement requirements shall be as follows:

8.2.4.1 Subgrade - in accordance with A6.1

8.2.4.2 Arterial Street - minimum thickness is seven (8) inches with #4 bars on 18-inch centers, each way.

8.2.4.3 Collector Street - minimum thickness is seven (7) inches with #4 bars on 18-inch centers, each way.

8.2.4.4 Local Street - minimum thickness is six (6) inches with #4 bars on 24-inch centers, each way.

8.2.4.5 All reinforcing steel shall be a minimum Grade 60, ASTM A615.

9. Street Names and Markers

9.1 All streets to be dedicated to the public with a subdivision shall be named, with prior approval for the name from the 911 County System, and the Commissioners Court. The street names shall be displayed on standard intersection street markers erected by the Developer at each street intersection. All houses shall be numbered. Where rural route mail boxes are in use, the boxes shall be set behind curbs 3 ft. from the edge of the pavement when used. All mailboxes within county right-of-way shall meet the current TxDOT standards.

9.2 Traffic control signs (such as stop, yield, and speed limit signs) as approved by Commissioners Court, shall be installed by the Developer of the subdivision at all intersections. Other traffic control signs shall be installed to indicate any unusual traffic or street hazard or conditions that may exist. All traffic control devices shall be placed in compliance with the current standards of the TxDOT and the construction cost shall be included in the security. The placement of these signs shall be shown in the construction plans.

9.3 A speed limit of 30 MPH for local streets, 40 MPH for collector streets and 50 MPH for arterial streets within all platted subdivisions is required. This limit may be changed only by Commissioners Court upon a finding that the prima facia maximum reasonable and prudent speed for a particular street (or part of a street) should be different, based on an engineering study.

9.4 All of the requirements regarding street names, street signs and traffic control signs must be fulfilled prior to being accepted for final maintenance by the Commissioners Court, under Section 6.

9.5 All street signs shall adhere to the Texas Manual of Uniform Traffic Control Devices (TMUTCD).

10. Drainage – see Appendix E

11. Driveways – see "Driveway Regulations" (under separate cover)

11.1 Minimum driveway spacing on arterial streets without curb and gutter shall be 200 feet.

11.2 The use of concrete "dip type" driveways is encouraged. The maximum grade break at each vertical point of intersection shall be 15%. Concrete will be 3000 PSI with a minimum thickness of five inches. Minimum reinforcement shall be #4 at 18" on center each way (ocew).

12. Pipelines

Pipelines placed (or replaced) beneath existing roads shall be installed by boring or tunneling. Jacking may not be used unless approved in writing by Commissioners Court. The use of explosives is prohibited.

All borings shall extend beneath all travel lanes. Unless precluded by right-of-way limitations, the following clearances are required:

20 feet from all mainlanes on roads with speed limits exceeding 40 mph or higher;

10 feet for speed limits of 40 mph or less.

All traffic control devices, including signs, markings, or barricades used to warn the public of the construction activity must conform to the TMUTCD.

12.1 Natural Gas and Petroleum Pipeline Crossings

12.1.1 When new streets are constructed over pipelines, the pipelines must meet the following requirements:

12.1.1.1 Encased pipe must be at least 5 feet below the deepest proposed ditch grade (bottom of ditch to top of pipe).

12.1.1.2 Non-cased pipe (of extra wall thickness meeting Federal Regulations) must be at least 10 feet below the deepest proposed ditch.

12.2 No street will be accepted for maintenance by Waller County which contains a petroleum pipe line within the right-of-way, other than crossing pipe lines. The exact horizontal and vertical location of pipe must be shown as determined in the field. The note from Section B Item 9 must be shown on the face of the plat.

APPENDIX B – PLAT NOTES

1. Street Widening Easements

Right-of-way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.

2. Owner's Responsibilities

The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by Commissioners Court. Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the Developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the streets. The County will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets.

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

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 (Corporation Name), 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;
(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.

3. Owner's Release

The standard format for owner's approval of the plat restrictions and dedication of easements shall be as follows:

For Corporations (Face of Plat)

We, **(Name of President)** and **(Name of Secretary)**, President and Secretary respectively, of **(Name of Company)**, owner of the property subdivided, in this plat of **(Name of Subdivision)**, make subdivision of the property on behalf of the corporation, according to the lines, lots, building lines, streets, alleys, parks and easements as shown and dedicated to the public , the streets, all alleys, parks and easements shown, and waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alternation of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs successors and assigns to warrant and defend the title to the land so dedicated.

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

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

1. That drainage of septic tanks into roads, streets, alleys, or public ditches, streams, etc., either directly or indirectly is strictly prohibited.

2. All stock animals, horses, and fowl shall be fenced in and not allowed to run at large in the subdivision.

3. Drainage structures under private drives shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and **one** quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator, or County Engineer. Culverts and bridges must be used for all driveways and/or walks, although dip-style driveways are encouraged where appropriate.

4. Property owners will obtain Development Permits/Permit Exemptions from the County Floodplain Administrator for all development.

5. The property subdivided herein is further restricted in its use as specified in the subdivision restrictions as filed separately for record at Page _____ Volume _____ of the Deed Records of Waller County, Texas. A copy of said restrictions will be furnished by the aforesaid (Corporation Name), to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

6. There are no underground pipelines within the confines of this subdivision except as shown on the above plat.

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

In Testimony, hereto, the **(Name of Company)**, has caused to be signed by **(Name of President)**, its President, attested by its Secretary, **(Name of Secretary)**, and its seal, this ____ day of _____, 20___.

_____
Name of Company

By: _____
President

Attest: _____

Secretary

Notary Public (for Corporation)

STATE OF TEXAS }

COUNTY OF }

BEFORE ME, the under signed authority, on this day personally appeared **(Name of President)**, President, and **(Name of Secretary)** Secretary of **(Name of Company)**, known to me, to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that the same was the act of the corporation, for the purposes and considerations expressed, and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ___ DAY OF _____20___.

_____

Notary Public

In and for _____County, Texas

For Individual(s) (Face of Plat)

I, (or we), (Name of owner or names of owners), owner, (or owners) of the property subdivided in the above map of the (Name of Subdivision), make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

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

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

1. That drainage of septic tanks into roads, streets, alleys, or public ditches, streams, etc., either directly or indirectly is strictly prohibited.
2. All stock animals, horses, and fowl shall be fenced in and not allowed to run at large in the subdivision.

3. Drainage structures under private drives shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and **one** quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator, or County Engineer. Culverts and bridges must be used for all driveways and/or walks, although dip-style driveways are encouraged where appropriate.

4. Property owners will obtain Development Permits/Permit Exemptions from the County Floodplain Administrator for all development.

5. The property subdivided herein is further restricted in its use as specified in the subdivision restrictions as filed separately for record at Page _____ Volume _____ of the Deed Records of Waller County, Texas. A copy of said restrictions will be furnished by the aforesaid (Corporation Name), to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

6. There are no underground pipelines within the confines of this subdivision except as shown on the above plat.

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

WITNESS MY (or our) hand in (City), _____, County, Texas, this ___ day of _____, 20___.

_____

(Signature of Owner)

_____

(Signature of Owner)

Notary Public [For Individual(s)]

STATE OF TEXAS }

COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared [Name(s) of Owner(s)], known to me to be the person(s), whose name(s) is (or are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed it for the purposes and consideration set forth.

Given under my hand and seal of office, this ___day of _____, 20___.

_____

Notary Public
In and For _____County, Texas

4. Lien Holder's – either the Release or the Subordination is required in situations where there is a lien against the property.

a) Release

(The following phrase is to be included only if there is a lien against the property) (Face of Plat)

I (or we), [Name(s) of Mortgage(s)], Owner and Holder (or owners and holders) of a lien (or liens) against the above-described property, the lien (or liens), being evidenced by an Instrument of Record in Volume ____, Page ____, of the Mortgage Records of Waller County, Texas subordinate to the subdivision and dedication the lien (or liens), and I (or we) confirm that I am (or we are) the present owner (or owners) of the lien (or liens) and have not assigned the same, nor any part.

NOTE: All lien holder signatures shall be acknowledged by a Notary Public.

b) Lien Holder's Subordination To Dedication

OWNER'S RATIFICATION OF PLATS

THE STATE OF TEXAS

COUNTY OF WALLER

KNOW ALL MEN BY THESE PRESENTS
WHEREAS, *(names of all owners within the plat boundaries)* are the owners of that certain *(number of acres)* of land out of the *(name of the survey and abstract number) (name of County)*, Texas, said tract being further described by metes and bounds in exhibit A attached hereto and made a part hereof for all purposes: and

WHEREAS, *(names of all owners who signed plat)* have/has platted the herein above described tract of land into a subdivision known as *(name of plat)*, recorded at VOL ____ PG _____, in the Map Records and Clerk's File Number _____ of the official Public Records of Real Property of Waller County, Texas: and

WHEREAS, the undersigned owner did not join in the platting or sign the plat of said *(name of Plat)*, but is willing to ratify and confirm said subdivision plat and consent to all its terms and conditions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That *(name of owner subordinating)* is the owner of that certain tract of land containing *(number of square feet or acres)* located within the subdivision, as described in the deed dated *(date)*, from *(name of previous owner)*, recorded under Clerk's File Number _____ of the Official Public Records of Real Property, Records Of Harris County, Texas, which is Lot ___, Block ____, of the subdivision *(or Reserve ___ of the subdivision)*.

That the undersigned, by executing this Owner's Ratification of Plat:

1. Confirms that he is the owner of the respective tract described in the deed referred to above, and
2. Represents that the tract owned by him is subject only to the vendor's lien described in the deed referred to above, and
3. Hereby ratifies, confirms and consents to the subdivision plat of *(name of plat)* and all terms and conditions therein contained, as described and referred to herein and as described in as shown on the plat of *(name of plat)* with the same force and effect as the undersigned had originally joined in the plat or signed the plat of *(name of plat)*.

EXECUTED this _____ day of _____, 20___, A.D.

By: _____
(Print Owner's Name & Title)

NOTE: All lien holder signatures shall be acknowledged by a Notary Public.

5. Certificate of Commissioners Court

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

_____
Name

County Judge

_____	_____
Name	Name
Commissioner, Precinct 1	Commissioner, Precinct 2
_____	_____
Name	Name
Commissioner, Precinct 3	Commissioner, Precinct 4

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

Privately maintained paved streets:

[Owner], by filing this Plat of Record, and all future owners of property within this subdivision, by purchasing such property, acknowledge and agree that Waller County shall have no obligation whatsoever to repair or accept maintenance of the roads shown on this subdivision until and unless [Owner] and/or the _____ Homeowners Association has improved the roadways to the then current standards required by Waller County and the roads have been accepted for maintenance by formal, written action of the Waller County Commissioners Court and the roadway, with all required right of way, has been dedicated by the owners thereof, and accepted by the County, as a public street. [Owner] and all future owners of property within this subdivision shall look solely to [Owner] and/or the _____ Homeowners Association for future maintenance and repair of the roads and streets shown on this Subdivision.

6. Certificate of County Clerk

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within Instrument with the certificate of authentication was filed for registration in my office on the ____ day of ___ 20_____, A.D. at _____ o'clock_____. M, in File # _____ of the Official Public Records of Waller County for said county.

Witness my hand and seal of office, at Hempstead, the day and date last above written.

Debbie Hollan

_____
Clerk of the County Court
Waller County, Texas

By_____
Deputy

7. Certificate of City Council

(If Subdivision is located within Extraterritorial Jurisdiction) (Face of Plat)

The certificate must follow the city's regulations.

8. Floodplain Certification

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

9. Pipelines

(Face of Plat)

(Show all existing oil and gas pipe lines and/or plus pipe line easements or statement that: No pipe line or pipe line easement exist within the boundaries of this plat.)

If pipe lines do exist within the proposed subdivision, written "crossing" approvals must be submitted from each owner.

10. Additional Plat Notes and Releases

A. Certificate of Surveyor (Face of Plat)

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

[(A) or (NO)] Portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

[(A) or (NO)] Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel #_____, dated 2/18/2009.

[(A) or (NO)] Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel #_____, dated 2/18/2009.

_____
Surveyor
TX Registration No._____

(Seal)

B. Legal Description (Face of Plat)

(Herein, provide a legal description [metes and bounds description] of the property platted, tied to an original corner of the original survey.)

C. Certificate of County Engineer (Face of Plat)

I, (Name of County Engineer), County Engineer of Waller County, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County.

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

_____ _____

Date Name
County Engineer

D. Certificate(S) of Tax Collector

(This document does not appear on the face of the Plat, but is a separate document. A Certificate from each Tax Collector of a Political Subdivision in which the property is located must accompany the Plat to be recorded, showing that all taxes owed to the State, County, School District, Drainage District and/or other Political Subdivision, have been paid in full to date.)

E. Drainage District Approval (Face of Plat)

(If subject property lies within the boundaries of a Drainage District.)

The certificate must follow the district's regulations.

F. WASTEWATER DISPOSAL (Face of Plat)

SEPTIC SYSTEM CERTIFICATION

This is to certify that (Name of Subdivision) lies in the _____ soil formation/formations, this/these soil formation(s) has/have a _____ strata to a depth of _____ inches. Suitable systems in this/these formation(s) can be

_____.

Certified True & Correct

_____ _____

(Name of Registered Engineer) Date
(Registration No.)

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

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

G. WATER AVAILABILITY (Face of Plat)

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

H. FIRE SUPPRESSION SYSTEM (Face of Plat)

In a subdivision that is not served by fire hydrants as part of a centralized water system certified by the Texas Commission on Environmental Quality as meeting minimum standards for water utility service, the Commissioners Court may require a limited fire suppression system that requires a developer to construct:

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

Appendix C – Infrastructure Development Plan for Manufactured Home Rental Communities and RV Parks

The owner who intends to use the land for any type of rental community including, a manufactured home rental community or recreational vehicle park, must have an infrastructure development plan prepared that complies with the minimum infrastructure standards established herein. (Texas Local Government Code Chapter 232.007)

1. Infrastructure Development Plan

1.1 The Rental Community Infrastructure Development Plan (IDP)) shall show at minimum the following:

1.1.1 The development shall have a minimum of sixty (60) feet fronting a street or roadway which has been previously dedicated to the public for the public's use and benefit as a street or roadway. Access roads to the individual rental spaces must be constructed and paved to a minimum width of 20 feet with a 2 inch thick Hot Mixed Asphaltic Concrete (HMAC) paved surface, 8 inch thick crushed stone base, and, if located in clay or sandy soils, a 10 inch thick treated subgrade.

1.1.2 No space may contain more than one single family residential unit or Commercial Unit. No common driveways shall be allowed. Each space shall have separate and individual access.

1.1.3 A survey of the property shall be submitted to the County Engineer's Office prior to the request by the owner or occupier of the lot for any permit and/or utility services.

1.1.4 The owner shall submit a letter of application, signed by the owner, which stipulates the intention of the owner; name, address, phone number of the owner; names of water and electricity providers; and name of wastewater provider or type and usage of onsite sewage facilities.

1.1.5 Only 22" x 34" or 24" x 36" sheets will be acceptable and at a maximum scale of 1"=200' (1" = 100' preferred), or as approved by the County Engineer. An index on the first sheet is required when more than two sheets are required for the IDP.

1.1.6 Names, locations, dimensions (bearings and distances), and layouts of existing and proposed streets, alleys easements, and other public right-of-way and public street right-of-way easement, alley, park, or other public dedication.

1.1.7 Dimensions, bearings and distances, of the proposed rental spaces.

1.1.8 Signatures and date of approval and certifications on the IDP. These approval signatures shall be not more than six (6) months prior to the submission. Examples of the required acknowledgments and certifications are as contained in the exhibits attached hereto. (See Appendix B)

1.1.9 Legal description, acreage, and name of the proposed Development. The Development's name shall not be spelled or pronounced similarly to the name of any existing Development or Subdivision located within the County.

1.1.10 The boundary of the Development indicated by a heavy line and described by bearings and distances.

1.1.11 Scale, legend, north arrow, spot elevations on 100' or an appropriate grid, with two foot (2.0') contour lines. Alternate contour intervals may be submitted, based on terrain, with approval from Commissioners Court and County Engineer.

1.1.12 Deed record, name of owner, volume and page number of adjoining properties.

1.1.13 Dates of survey and preparation of IDP.

1.1.14 Identification code, location, description, and elevation of the USGS or appropriate benchmark used in the survey.

1.1.15 Front building setback lines. Back and side building setback lines by note.

1.1.16 Location of any City's corporate limit line or extraterritorial jurisdiction line.

1.1.17 Vicinity map with streets, ditches, general drainage flow directions to the ultimate outfall, city limits and ETJs, and other major land features.

1.1.18 Net area (gross area less easements) of rental spaces and/or units to the nearest 1/100 of an acre for lots using On-Site Sewage facilities and/or well water.

1.1.19 Limits of all flood hazard areas as defined by the appropriate FEMA FIRM panel and the proposed finished floor elevation of buildings within these flood hazard areas on each space.

1.1.20 A certification by a Surveyor or Engineer describing any area of the Development that is in a Floodplain or stating that no area is in a Floodplain, as delineated by the appropriate FEMA FIRM panel and date.

1.1.21 A surveyor's signature and seal on the IDP for certification.

1.1.22 The description of the water and sewer facilities, electricity and gas utilities, and roadways and easements dedicated for the provision of water and sewer facilities that will be constructed or installed to serve the Development and a statement of the date by which the facilities will be fully operable, prepared by an Engineer (may be included in an attached document). A certification must be included that the water and sewer facilities described by the IDP, or document attached to the IDP, are in compliance with these Regulations.

1.1.23 Approvals by other regulatory and governing bodies, as required.

1.1.24 Letters signed and dated from water, wastewater, and electric utilities of service commitment and availability and statement of approval of existing and proposed utility easements.

1.1.25 A tax certificate showing that all taxes currently due with respect to the original tract have been paid.

1.1.26 Results of soil analysis certified by a qualified site evaluator (as defined by 30 TAC Chapter 285) for on-site sewage facilities (OSSF).

1.1.27 Engineering Design Construction Plans for roadway access to each rental space for fire and emergency vehicles.

1.1.28 Drainage design plans to ensure adequate drainage off of the rental spaces and/or units to drainage channels and out of the Development, including the design of drainage structures, culverts, and/or systems using a 10 year storm frequency, such that the drainage out of the Development does not have a negative drainage impact on neighboring properties. If additional right-of-way (ROW) is required for existing County road drainage and access as determined by the County Engineer to achieve a 60 foot wide right-of-way, the owner shall dedicate the right-of-way to the County.

1.1.29 The Engineering Report, as described in Appendix D of these regulations.

1.2 Inspection of Improvements. Construction of a proposed Rental Community may not begin before the date the County Engineer and Commissioners Court approves the IDP. Periodic inspection of improvements may be required, as directed by the County Engineer. If the County Engineer directs that a final inspection is required, it must be completed not later than the second business day after the date the County
Engineer receives a written confirmation from the owner that the construction of the infrastructure is complete. If the inspector determines that the infrastructure improvements comply with the IDP, then the County Engineer shall issue a Certificate of Compliance no later than the fifth business day after the date the County Engineer receives written confirmation from the owner that the infrastructure has been completed and in compliance with the IDP.

1.3 Utilities. A Utility may not provide utility services, including water, sewer, gas, and electric services, to a Manufactured Home Rental Community subject to an IDP or to a manufactured home in the community unless the owner provides the utility with a copy of the Certificate of Compliance issued by the County Engineer. This requirement applies to:

1.3.1 A municipality that provides utility services;

1.3.2 A municipality owned or municipality operated utility that provides utility services

1.3.3 A public utility that provides utility services;

1.3.4 A nonprofit water supply or sewer service corporation organized and operating under Chapter 67, Water Code, that provides utility services;

1.3.5 A county that provides utility services; and

1.3.6 A special district or authority created by state law that provides utility services.

1.4 Timely Approval of Infrastructure Development Plans.

No later than the 30th day after the date the owner of a proposed manufactured home rental community submits an infrastructure development plan for approval, the County Engineer will reject the plan, if it is deficient, or request the IDP be placed on the agenda for Commissioners Court and recommended an action. If the plan is rejected, the written rejection must specify the reasons for the rejection and the actions required for approval of the plan. The failure to reject a plan within the period prescribed herein constitutes approval of the plan.

Appendix D – Engineering Report for Manufactured Home Rental Communities and RV Parks

Engineering Report - This report, which shall be signed, dated, and sealed by a licensed professional engineer registered in Texas, shall contain detailed and definitive information on the following:

1. Water Supply Facilities

1.1 Public Water Systems

1.1.1 If the water supplier is a political subdivision of the state: a city, municipality, utility district, water control and improvement district, nonprofit water supply corporation, etc., the Developer shall furnish a signed letter of service availability from the water supplier to provide the state's minimum requirements of quality and quantity of water to the proposed Development.

1.1.2 Water service must be extended into the Development to each lot or rental space if the existing water lines are located within 300 feet of the Development and if there is sufficient water available by the water supplier.

1.2 Private Wells or Non-public Water Systems - Quantitative and qualitative results of sampling test wells in accordance with requirements promulgated by the TCEQ and the Texas Department of Health shall be included where individual wells are proposed for the supply of drinking water to residences and other establishments. The results of the analyses shall be made available to the prospective property owners or renters.

1.3 Prior to IDP approval, plans and specifications for the proposed water facilities system shall have been approved by all entities having jurisdiction over the proposed project, including TCEQ. Evidence of the approvals shall be included in the Engineering Report.

2. Wastewater Disposal Facilities

2.1 Centralized Sewerage Facilities

2.1.1 If wastewater treatment is provided by a political subdivision of the state (city, municipality, utility district, water control and improvement district, nonprofit water supply corporation or an existing investor-owned water supply corporation, etc.) the Developer shall furnish a signed letter of service availability to provide the state's minimum wastewater treatment standard for the proposed Development from the utility.

2.1.2 Prior to IDP approval, an appropriate permit to treat and/or dispose of wastes for the ultimate build-out of the Development shall have been obtained from the TCEQ and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project, including TCEQ. Evidence of the approvals shall be included in the Engineering Report.

2.1.3 Wastewater disposal service must be extended into the Development to each lot or rental space if the existing wastewater lines are within 200 feet of the Development and there is sufficient wastewater capacity available from the wastewater service provider.

2.2 On-Site Sewage Facilities - The engineering report shall include soil analysis results as required under the Waller County Regulations for On-Site Sewage Facilities.

3. Roadways

The Engineering Report shall include a description of the roadways within the Community, and include information on the roadway cross section, pavement width and thickness, base thickness, subgrade treatment, material specifications, and other information as required in these Regulations. Plans and specifications for these improvements shall also be submitted to

the County Engineer's Office for approval by the County Engineer prior to construction.

4. Signage Plan

A signage plan for the streets to be constructed, if any, is to be included that shows an overall street layout depicting the location and description of signs and traffic control devices to be installed. The traffic control devices will include street name signs, stop signs, yield signs, speed limit signs, directional controls, striping, and delineators, etc.

5. Traffic Impact Study

For Manufactured Home Rental Communities of 100 spaces or greater, the Engineering Report may, at the request of the County Engineer, be required to include a Traffic Impact Study in accordance with the requirements of the County to assess the effects of additional traffic on the existing and proposed transportation system.

6. Drainage

The Engineering Report shall include information on the Development and roadway drainage, culverts, conveyances, outfalls, and other information as required to properly convey storm water within and away from the Development. Plans and specifications for these improvements shall also be submitted to the County Engineer's Office for approval by the County Engineer prior to construction.

7. Electronic Submission

An electronic file in AutoCAD format (.dwg) of the layout of the lots and streets (to scale and with state plane coordinates) within the Development shall be submitted for incorporation to the County-wide map.

APPENDIX E – DRAINAGE CRITERIA MANUAL

I. INTRODUCTION

Purpose

This DRAINAGE CRITERIA MANUAL (the Manual) provides design guidance for use by developers and engineers in preparation of drainage plans for development within the unincorporated areas of Waller County. It establishes rules and regulations that must be consistently followed and will be enforced throughout the unincorporated areas of the County. The design methods presented in this manual are intended to provide guidance for determination of runoff rates; methods of storm water collection, conveyance, and detention; and design standards for facilities (ditches, ponds, detention basins, etc.).

Methods of design and analysis other than those included in this Manual may be considered in certain cases where there may be inherent problems with the traditional methods. The National Oceanic and Atmospheric Administration's (NOAA) Atlas 14 rainfall data must be used in all instances. However, any deviation from this Manual will require consideration and acceptance by the County Engineer before approval will be granted for any work based on these alternatives.

Policy

Due to the nature of the watershed hydraulics within Waller County and the prevalent existence of floodplains that exceed the banks of the creeks, it shall be the policy of Waller County to maintain zero net increase in storm water runoff rates and to insure no negative impacts attributable to new development. Although it is Waller County's long-term goal to construct and maintain facilities (i.e., channels and regional detention facilities) that will contain 100-year storm flows within drainage rights-of-way, it is recognized that further impacts cannot be tolerated in the interim period. It is further recognized that impacts to other land owners and jurisdictions outside of Waller County's boundaries are unacceptable, and Waller County is dependent and supportive of the action of others to construct upstream and downstream facilities to accommodate 100-year flows.

Individual developers must provide infrastructure required to meet Waller County's stated objective of zero net increase in runoff rates and no negative impacts. Practically, this will mean that developers will provide adequate on-site detention volume to off-set increased runoff rates and must provide compensating storage volume for all fill placed in the 1% annual chance (100-year) and 0.2% annual chance (500-year) floodplain. Development in the delineated 100-year floodway will be

restricted by Waller County. Waller County prefers separate off-line detention facilities, but in-line facilities will be considered on a case-by-case basis and will only be approved after Waller County is satisfied that there will be no negative impacts to adjacent property owners.

Waller County recognizes that a portion of the County lies within the jurisdiction of the Brookshire-Katy Drainage District. A developer shall obtain approval from the District for all development projects within the District. In case of a conflict between the requirements of the County and the District, the more stringent of the two shall apply.

II. ADMINISTRATION

Submittal

Waller County has authority for review and approval of development plans for projects within its jurisdiction. Prior to commencing construction on proposed improvements, two (2) copies of plans, plats, reports, and calculations shall be submitted for review at least two weeks prior to the meeting at which the item will be considered. Proposed plats and plans shall be submitted for each development unless an overall master drainage plan for the development has been previously approved, in which case the applicant must demonstrate compliance with the approved master plan. All plans and reports must be prepared and sealed by a Professional Engineer licensed to practice in the State of Texas.

In addition, if the project is located within the Brookshire-Katy Drainage District, the Developer shall obtain written approval from the District of the development plans, and a copy of said approval shall be submitted to the County Engineer as a requirement of final plat approval.

Site Visit

Waller County may require a representative of the property owner or developer to meet with Waller County Representative at the project site prior to drainage plan approval. This meeting shall be for Waller County's benefit and allow the Waller County Engineer to better understand the developer's intentions.

Datum

All topographic information shown on plans must be on the same vertical datum as the current FEMA FIRM Map showing the project area.

Drainage Plan Review

The drainage plan shall present the applicant's overall approach to collecting and conveying rainfall runoff to the appropriate drainage artery. It is recommended that prior to preparation of the plan a meeting be arranged between the applicant and the Waller County Engineer to discuss the proposed concept for drainage of the project. The design submittal shall contain the following items:

1. Name, address, and phone number of engineer that prepared the plan including contact person.
2. Scale of drawing with a minimum scale of 1"=100'.
3. Benchmark and reference benchmark with datum and year of adjustment.
4. A detailed location or vicinity map drawn to a scale. The project site shall be accurately located on the map.
5. Date on all submittals with date of all revisions with month, day, and year.
6. Signature lines for The County Engineer.
7. Contour lines at 1 foot where slopes do not exceed 2.0% and 5 foot intervals for slopes exceeding 2.0% intervals covering the entire development and extended beyond the development boundaries at least 50 feet on all sides. At least two contours are required for each project.
8. Preliminary scheme for the passage of sheet flow from adjacent properties.
9. Drainage area divides for project area, with peak run-off rates for each drainage area.
10. Locations of all planned drainage improvements proposed for moving run-off water from the development to the principle drainage artery, i.e., creek, stream, bayou, ditch etc., and their point(s) of entry into the drainage artery.
11. Points at which structures or pipelines will cross drainage ditches, streams etc., within the development.
12. Locations of structures or other physical features on the development area to provide orientation as required during field inspection of the site.
13. Location of all existing drainage structures, utility lines, pipelines, and other underground features on the property and adjacent rights-of-way.
14. Location and dimensions of all proposed drainage easements and rights-of-way.
15. Location of major drainage arteries adjacent to or crossing the development.
16. Cross-section of detention facility.
17. Detention calculations in accordance with SECTION VI including volumetric calculations of detention provided.

18. Drainage area map of receiving system, if discharging to existing storm sewer system. Drainage area of receiving channel if discharging to open ditch or stream. Include calculations to prove capacity is available.
19. Copy of approved permit from TxDOT if draining to or impacting their system.
20. Copies of documents and letters of request for permission to cross privately held easements or rights-of-way and their approvals to do so.
21. Limits of 100-year and 500-year floodplain.

Drainage Plan Approval

The Waller County Engineer shall provide comments to the applicant as soon as possible after submittal.

At least seven working days prior to Waller County Commissioners Court regularly scheduled meeting, revised plans/Reports addressing all comments must be submitted to the Waller County's Engineer. If all comments have been addressed, the plan will be placed on that agenda.

At Waller County Commissioners Court meeting at which drainage plan approval is being considered, the original and one (1) copy of the plan must be submitted (the original will be returned for inclusion in the construction plans).

Time Limits of Approvals

Approvals shall expire within one (1) year if construction has not commenced within that time. In cases where approval is given for a master plan and only certain sections are built immediately, the master plan approval will be valid for five (5) years.

Upon written request, the County Engineer may grant extensions of approval for up to one (1) year. All requests for extensions must be approved prior to the expiration of the original approval. No more than one (1) extension will be granted.

Revisions to Drainage Plans and Reports

All revisions to either the approved drainage plan or plat must be approved by the County Engineer. The County Engineer may require a re-submittal of a drainage plan or Report dependent upon the character and extent of the changes made as determined by Waller County.

III. HYDROLOGY

Hydrology is the study of precipitation. Policy makers and engineers must study and understand hydrology because they are interested in designing and building structures and systems to safely convey and discharge precipitation runoff while minimizing the potential of flooding. They must determine how much water should be collected and conveyed or stored, how fast this process must take place, how much can be safely discharged without adversely impacting surrounding properties, and what are other effects of the development being considered. The following sections discuss specific parameters and methods to be used in analyzing proposed developments in the unincorporated areas of Waller County.

Storm Frequency

All drainage improvements shall, at the minimum, be designed for the following storm frequencies. The return intervals listed here are minimums, and the individual design engineer or Waller County may choose to exceed these minimums given site specific requirements or constraints.

Table A

Type of Facility	Return Interval Storm
Closed Conduit Storm Sewers (for new developments)	2-year
County Ditch Culverts (serving less than 100 acres)	5-year
County Ditch Culverts (serving 100 to 250 acres)	25-year
County Ditch Culverts (serving 250 acres or more)	50-year
Bridges crossing County Ditches	100-year
Major Ditches and County Channels	100-year
Detention Facilities	100-year

Peak Storm Runoff Rates

The Rational Method can be used for determining peak runoff flow rate for both existing and proposed conditions. These peak runoff rates are used to estimate the impact of development and the conveyance requirements for drainage improvements. This method is applicable for small to medium drainage areas (generally less than 640 acres) where the flow domain is typically overland sheet flow or shallow surface ditch flow. Other methods should be used to estimate peak runoff rates for

larger areas or those served by well defined channels where flow routing in defined channels may be significant. The Rational Method takes the following form:

$$Q = C_f * (C * I * A)$$ Where:

Q = Peak Runoff Flow Rate (cfs)
C = Runoff Coefficient, See TABLE D
C_f = Frequency factor (the product of C_f and C should not exceed 1.0)
A = Area of drainage basin being studied (acres)
I = Rainfall Intensity of the design storm (inches/hour)

Frequency Factor (C_f)

The Frequency Factor is used in the Rational Method to scale the magnitude of the peak runoff in relationship to the return interval of the storm consistent with observed runoff data. This adjustment factor is used to account for the effects of antecedent moisture conditions that are generally associated with the less frequent storms. Appropriate values of C_f are presented in the following table.

Table B

Storm Frequency	Frequency Factor (C_f)
10	1.00
25	1.10
100	1.25

The product of C_f and C used in the Rational Method should not exceed 1.0.

Basin Time of Concentration (T_c)

The storm rainfall Intensity used in Rational Method will be selected based upon the return interval of the storm to be used (specified in the Storm Frequency Table above), and the duration of the storm to be used (based on the study basin's time of concentration). Time of Concentration (T_c) is defined as the length of time it takes a drop of water to travel from the most hydraulically remote portion of the drainage basin to its outlet. T_c is a property of the drainage basin reflective of its area, shape, surface gradient, land use, land cover, and soil type. T_c (in minutes) may be estimated from the following equation:

$$T_c = \text{Length}/(\text{Velocity} * 60) + 10$$

Where:
Length = Flow distance (feet)
Velocity = Flow velocity (fps) [see following table]

Table C

Flow Condition	Representative Velocities
Shallow overland flow in undefined channels	0.25 to 0.50 fps
Flow in street curb & gutter or road ditches	0.75 to 1.25 fps
Flow in shallow ditches	1.5 to 3.0 fps
Flow in defined channels	2.0 to 4.0 fps
Flow in closed conduit storm sewers	3.0 to 5.0 fps

The constant value of 60 in this equation is used to convert seconds to minutes and 10 is used as an estimate of initial delay between the start of rainfall and development of actual surface runoff. This method can be applied fairly accurately to large and small basins with either undeveloped or developed surfaces. However, the designer must specify the flow condition and estimated flow velocities for each flow domain on the site (i.e., the first 100′ is overland flow followed by 250′ in a gutter followed by 400′ in closed conduit, etc.) and estimate time of concentration as the sum of all these individual flow conditions. The flow path used as the basis of this calculation should be clearly denoted on the plans with the associated design calculations.

Another method that can be used to estimate time of concentration for developed areas (i.e., storm sewer projects) is in the following form:

$$T_c = 10*(A)_{0.1761} + 15$$ Where:

A = Drainage Basin area (acres)

This method accurately estimates T_c for sewered projects, however it tends to underestimate actual T_c for basins with significant overland flow or open ditch flow, and therefore may overestimate peak runoff flow rates for these basins.

Alternative methods for estimating the basin's time of concentration will be accepted for review by Waller County, and may be allowed for use if the method's applicability to a specific situation warrants its use over the methods presented.

Storm Intensity (I)

For small watersheds and individual developments, the storm intensity should be based upon the time of concentration of the basin being analyzed. For example, in the design of a detention facility serving a basin with a 2-hour time of concentration, an

Intensity for a 100-year, 2-hour storm should be selected for use in the analysis.

For large watersheds and regional studies, use a 24-hour duration storm for the analysis and design. Appropriate design storm intensities are shown in TABLE F for various return interval storms.

IV. HYDRAULICS

Hydraulics is the study of fluid flow behavior. Policy makers and engineers must study and understand hydraulics because they are responsible for designing and constructing conveyance and storage facilities capable of managing storm water runoff in a safe and effective manner while reducing the potential for flooding. The following sections discuss specific methods and parameters to be used in analyzing proposed developments in Waller County's service area.

Open Channel Flow

The vast majority of conveyance capacity within Waller County's service area is located in the network of open channels that Waller County builds and maintains. The Chezy-Manning equation will be used to estimate a ditch's conveyance capacity. This equation is in the following form:

$$Q = 1.486/n * A * R^{2/3} * S^{1/2}$$

Where:
n = Manning's Roughness Coefficient (unitless)
A = Flow Cross-sectional area (sf)
R = Hydraulic Radius (ft)
S = Slope of the Hydraulic Grade Line (ft/ft)

Typical values for Manning's 'n' are included in TABLE E. The flow area (A) is estimated from the ditch cross-section, and is the area that will be conveying water (also called the wet area). The hydraulic radius is calculated as the wetted area divided by the wetted perimeter. The wetted perimeter is defined as the length of water/surface interface around the perimeter of the wetted area (does not include the water/air interface length). For open channels, the slope of the hydraulic grade line is estimated to be the same as the ditch slope.

Closed Conduit (Pipe) Flow

The Chezy-Manning equation presented earlier is also applicable for estimating flow capacity for closed conduits (i.e., pipes). There are some important distinctions to remember, including:

- Manning's 'n' for pipe materials are significantly different (i.e., smaller) than those for bare earth or vegetative surfaces. See TABLE E for appropriate 'n' values. • The assumption of hydraulic grade line slope being approximately equal to the pipe slope is only valid under free flow conditions. Once the pipe is full and experiences surcharge conditions, the hydraulic grade line slope will increase as flow increases.

V. DETENTION FACILITIES

To meet Waller County's requirements for zero net increase in runoff rates and no negative impacts due to new development, most projects will need to provide on-site detention facilities. Each detention facility should be designed based upon site specific parameters and constraints using accepted engineering methods. Waller County will not allow in-line storage within County ditches, channels, or streams. Additionally, the use of hydrograph timing as a substitution for detention on any project is prohibited. No approvals will be given by Waller County for any proposed development until the County Engineer has been satisfied that the proposed design meet Waller County's requirements. The following paragraphs describe general design requirements and allowable methods for generating appropriate designs.

The characteristics of an individual development may be such that additional calculations, plans, and details may be required both for proper review and for construction. The County Engineer shall notify the Developer or the Engineer as this need becomes evident.

General Requirements

As shown in the storm frequency table earlier, detention facilities will be designed to provide enough storage to accommodate a 100-year event for the sub-area it is intended to serve. Detention facilities may be designed to be wet (constant level ponds) or may be designed to drain completely. They must be designed and constructed with stable slopes (4:1), they must provide adequate access and maintenance berms around the entire perimeter (30' minimum), and they must have erosion control elements (i.e., backslope swales, drop pipes, slope pavement, etc.) as necessary to ensure a stable, low maintenance facility.

All detention facilities less than 2 acres in size must provide for 6 inches of freeboard between the projected 100-year water surface elevation and the top of the berm. All detention facilities over 2 acres must provide 1 foot of freeboard. Outfall structures must be designed to restrict outflow from the detention facility at a rate not to exceed the pre-developed conditions, and must include a controlled release mechanism to safely discharge runoff from storm events in excess of the 100-year design storm.

Detention storage may not be placed in road-side ditches or in curb-and-gutter streets in public or private easements and rights-of-way.

Volume Requirements

The following paragraphs describe allowable methods for use in determining storage volume requirements. This is not an exhaustive discussion of all methods, but will provide developers and engineers with a variety of tools for use in the unincorporated area of Waller County.

Coefficient Method

For small developments (less than 5 acres for commercial or 10 acres for residential), the developer may choose to use this simplified method for detention volume estimation. Using this method, the developer would provide detention storage using the following equation:

$$Storage = 0.65 * A_{dev}$$

Where:

Storage = Detention volume required (ac-ft),

A_{dev} = The area of the site that will have modified cover (acres).

Using this method, storage is only provided for the portion of the site that is being developed. For example, on a 4 acre commercial tract with 2.5 acres of building, parking and landscape areas, the developer would be required to provide (2.5 acres)*(0.65 ac-ft/ac) = 1.63 ac-ft of detention storage. This method will not be allowed where the total developed area (either proposed or in the future) will exceed 5 acres for commercial or 10 acres for residential developments. The outfall structures will be designed separately as discussed in later paragraphs.

Small Watershed Hydrograph Method (Up to 640 acres)

The storage requirements for detention ponds can be determined using the Small Watershed Method (also called Malcom's Method). This method is a hydrograph based method that compares an expected inflow hydrograph to an allowable outflow hydrograph to determine required storage volume. Using this method, the required volume of storage is equal to the maximum cumulative difference between the inflow and outflow runoff curves.

DETENTION FACILITY INFLOW HYDROGRAPH

The inflow hydrograph is constructed by calculating instantaneous flow rates using the following equations:

$$Q_i = Q_p/2(1-\cos(\pi * t_i/T_p)) \qquad \text{for } t_i \leq 1.25\ T_p$$

And

$$Q_i = 4.34 * Q_p * \exp(-1.3 * t_i/T_p) \qquad \text{for } t_i > 1.25\ T_p$$

Where: Q_i = instantaneous flow rate at time "i" [cfs]

Q_p = peak flow rate (Rational Method) [cfs] t_i = time interval "i" [minutes] T_p = time to peak [minutes]

In the equations listed above, the time to peak (T_p) is calculated by:

$$\text{Time to peak } (T_p \text{ in minutes}) = V/(1.39 * 60 * Q_p)$$

Where: V = volume of runoff [ft^3]

The total volume of runoff generated by the design storm event is the amount of rain that falls upon the watershed minus loses attributable to surface storage, soil infiltration, evaporation & transpiration, etc. For the purposes of projects within County jurisdiction, designers shall use a cumulative depth of excess rainfall consistent with the nearest station from NOAA for a 100-year, 24-hr event. For example, the Katy area is 16.00 and the Hempstead area is 14.8 inches.
Therefore, the total runoff volume is calculated by multiplying the cumulative depth of excess rainfall for the design storm event by the watershed area. In no case shall the detention storage rate be less than 0.55 ac-ft per acre.

DETENTION FACILITY OUTFLOW HYDROGRAPHS

Outflow hydrographs are constructed by determining the capacity of the outfall structure under incremental surcharge conditions. A table is generated that contains the estimated outfall rate for the proposed structure given increasing depths of ponding in the detention facility. To determine appropriate detention design, the engineer will provide a mass-balance for water in the detention facility (i.e. change in storage of the system equals the volume of water flowing in minus the volume of water flowing out) for several incremental time steps covering the duration of the storm event. The minimum storage requirement will equal the maximum cumulative storage determined in the time step analysis; however, the minimum shall not be less than 0.55 ac-ft per acre.

The Small Watershed Method is dependent upon the Rational Method for estimation of the peak flow rate, so it should only be used for basins of less than 200 acres where there is no well defined channel and any flow routing can be considered negligible.

HEC-HMS / HEC-RAS Computer Modeling

For basins over 640 acres in size, Waller County will require a HEC-HMS hydrograph analysis covering the site and the adjacent parts of the watershed utilizing Atlas 14 rates. This analysis should verify that the proposed improvements will not increase runoff rates anywhere in the system and therefore will have no negative impacts on adjacent properties. The engineer must submit a complete design report with sufficient detail (program input, program output and discussion of methods and assumptions used) for Waller County staff to review. Before beginning this type of analysis, please check with Waller County to receive the most current baseline HEC-HMS model of the area for development (if one is available). In no case shall the detention storage rate be less than 0.55 ac-ft per acre. Hydrograph timing will not be accepted as a substitution for detention.

Outfall Restrictor Design

The outfall structure is an important design component of the detention facility. The design of the outfall structure can be as simple as a single pipe segment, and can be as complex as multiple pipes with differing diameters at staggered elevations with overflow weirs and flow orifices. The following paragraphs describe ways to estimate flow conveyance of several flow control structures.

Outflow Rate and design

To comply with Waller County policy to avoid increasing flood risks or flood hazards, maximum allowable outflow rates from

detention basins are restricted to the pre-development flows from the 100-year, 25-year and 10-year Storm, 24-hour events.

If a downstream channel has less capacity than a 10 year event, also restrict the outflow to the amount the pre-development project site contributes to the channel when it is flowing full or at its flooding threshold.

When detention basin modifications are necessary to accommodate a proposed storm sewer outfall or a proposed development, design the modifications such that the 100-year, 25-year and 10-year Storm, 24-hour events water surface profiles in the detention basin and downstream channels are not increased above existing conditions.

If the outflow is into a roadside ditch or storm sewer, restrict the maximum allowable outflow to the rate allowed from the proposed site development using criteria adopted by the jurisdiction responsible for the roadside ditch or storm sewer.

Orifice

One of the most simple flow control structures is an orifice. An orifice is a two-dimensional flow structure (i.e., a drilled hole in a concrete wall, a hole in plate steel or a very short section of pipe) with an estimated conveyance capacity dependent upon the difference in water elevations from one side of the orifice to the other and the orifice opening area. The general equation for estimating flow through an orifice is as follows:

$$Q = C * A * (2 * g * H)^{1/2}$$

Where:

Q = Orifice flow capacity (cfs)
C = Orifice coefficient (unitless) [use 0.8]
A = Orifice opening area (sf) g = Gravitational acceleration constant (32.2 ft/s^2) H = Differential head across the orifice (ft)

For the design head differential (H) use the 100-year water surface elevation in the detention facility minus the 25-year water surface elevation in the receiving ditch (if known). If discharging directly into a roadside ditch or a storm sewer, use the difference between the 100-year water surface elevation at the entrance and the centroid of the orifice in feet when orifice is partially submerged. The orifice should generally be greater than 6” diameter to reduce problems with clogging and blockage.

Outfall Pipe

The engineer may use one or more a pipe sections as flow control devices. The conveyance capacity of the pipe(s) can be estimated using the Chezy-Manning equation discussed earlier. In using this method, the slope of the hydraulic grade line is equal to the head differential across the structure divided by the length of the pipe section. For the design head differential use the 100-year water surface elevation in the detention facility minus the 25-year water surface elevation in the receiving ditch (if known). If discharging directly into a roadside ditch or a storm sewer, use the difference between the 100-year water surface elevation at the entrance and the centroid of the orifice in feet when orifice is partially submerged. The restrictor pipe shall not be less than 6" in diameter.

Overflow Weir

An overflow weir can be used on an outfall structure to restrict and regulate outflow. One of the biggest advantages of this outfall structure is that they do not have a finite conveyance capacity, and can therefore be used for emergency overflows to control larger than 100-year flows.

There are many types of weir designs to choose from when designing an outfall structure, and each has a slightly different equation for estimating flow capacity. One of the simplest to design and construct is a Cipoletti weir consisting of a horizontal weir (of width B) with triangular weirs on either side (at 4:1 slopes) and a depth of flow of H feet. Capacity of a Cipoletti weir can be estimate by the following equation:

$$Q = 3.367 * B * H^{3/2}$$

Where:

Q = Weir capacity (cfs)
B = Weir length (ft)
H = Depth of flow across weir (ft)

VII. DESIGN PARAMETERS

The proper hydraulic design of channels is of primary importance to insuring that nuisance drainage conditions, flooding, sedimentation and erosion problems do not occur or the frequency of their occurrence is at an acceptably low rate. The following minimum design standards shall be applied to construction of new or reconstruction of facilities.

Design Frequency

New facilities shall be designed and constructed to contain and safely convey runoff from the 100-year frequency storm when at all feasible to do so. Consideration must be made for the capacity of existing channels downstream, and no improvement shall be made that increase the frequency of downstream flooding.

Design Flow Velocities

Excessive flow velocity can cause erosion problems, may pose a threat to bank stability and may create safety problems. Additionally, velocities that are too low may allow sediment deposition resulting in loss of channel capacity. Generally, design flow velocities in unlined open channels (for 100-year flows) should be between 2 and 5 fps. Flow velocities in concrete lined channels may increase to be between 5 and 8 fps.

Ditch Channel Slope

Ditches shall have a minimum constructed channel slope of 0.05% to provide for the minimum velocities noted earlier. Excessive slopes may unnecessarily increase the potential for erosion of banks and undermining of bridge and culvert structures, therefore maximum slopes should generally not exceed 1.00%. In areas of steep topography, channel drop structures may be required to limit channel invert slopes.

Ditch Side Slopes

In grass lined channels, maximum side slopes shall be 4:1 (horizontal:vertical). Variance from these criteria may be granted by the County Engineer to accommodate site specific issues, but 3:1 slopes should be the absolute steepest unlined slope proposed. Side slopes for concrete lined channels shall be based on field conditions and shall be site specific.

Ditch Bottom Width

The bottom width for ditches should generally be no less than 2 feet. A larger bottom width may be required to meet other parameter requirements including ditch capacity, design velocity, etc.

Ditch Horizontal Curves

In general, centerline curves for grass channels should be as gradual as possible and should have a radius greater than three times the ultimate ditch top width. Smaller curvature radii can be allowed with adequate slope paving as approved by the County Engineer.

Ditch Confluences

The angle of intersection between the tributary and main channel should be between 15° and 45° (with an optimal value of 30°). Angles in excess of 90° will not be permitted.

Ditch Transitions

Expansions and contractions should be designed to create minimal flow disturbance and thus minimal energy loss. Design consideration must be given to reducing erosion potential and turbulent flow characteristics at ditch transitions.

Ditch Drop Structures

When introducing flow into ditch main channel from shallow surface swales, the designer must include drop pipes to reduce the erosion potential at the confluence. Drop structures shall be appropriately sized for the area being served; with a discharge elevation of 12" above the main channel flowline.

Ditch Depth

Roadside ditches shall designed such that the maximum depth from pavement edge to the flowline of the ditch is no more than four (4) feet at any point.

Concrete Lined Channels

As field conditions necessitate, concrete lined channels may be required to provide adequate capacity or erosion protection for less than optimum drainage easement widths. Design of concrete lined channels will be considered by Waller County on a case-by-case basis.

Detention Facilities

Detention facilities shall have:

- Minimum 30-foot wide maintenance berm on all sides.
- Maximum side slopes no steeper than 4:1(h:v).
- Bottom of facility shall have a Minimum 1% cross slope.
- Facility shall have a concrete pilot channel.

Variance from these criteria may be granted by the County Engineer to accommodate site specific issues, but 3:1 side slopes should be the absolute steepest unlined slope proposed.

Table D

Rational Method 'C' Values

Land Use or Land Cover	Rational Coefficient 'C'
Raw, undeveloped acreage	0.20
Improved, undeveloped acreage (i.e., mowed, filled, graded, etc.)	0.30
Park Land	0.40
Residential - 1 acre lots or larger	0.40
Residential - ½ to 1 acre lots	0.45
Residential - less than ½ acre lots	0.55
Multi-Family	0.75
Commercial/Industrial	0.90

Table E

Manning's 'n' Values

Channel/Pipe Material	Manning's 'n'
Plastic Pipe (PVC & HDPE)	0.013
Clean Cast Iron	0.014
Concrete	0.013
Corrugated Metal	0.025
Smooth Bare Earth	0.018
Natural Channels (good condition)	0.025
Natural Channels (stones & weeds)	0.035
Natural Channels (poor condition)	0.060
Rip-rap	0.035

Table F

Design Intensity Values for Use in Waller County

(Based on NOAAs Atlas 14)

$$I = b/(T_c + d)^e$$

Storm Frequency	e	b	d
2-year	0.7962	63.3769	12.3799
5-year	0.7737	71.4160	12.0518
10-year	0.7521	75.9155	11.7528
25-year	0.7252	81.2936	11.4671
50-year	0.7012	82.4987	10.9481
100-year	0.6829	86.2332	11.1001

Exhibit K

Executive Summary

The Plow Tract development is proposed on the northwest corner of Bartlett Road and Franz Road in Waller County, Texas. 2028 Projected Conditions (50% Build Out) will include 1,500 single-family homes and is assumed to be completed in 2028. 2033 Projected Conditions will include 3,000 single-family homes and is assumed to be completed in 2033. Access to the proposed site is provided by via existing Bartlett Road, Morton Road, FM 2855 and via proposed extension of Franz Road and Schlipf Road. Bartlett Road is planned to be abandoned from proposed Roadway 1 to Franz Road.

There is a planned TxDOT project to widen FM 2855 from FM 529 to US 90 from a two-lane roadway to a five-lane roadway with a two-way left-turn lane (TWLTL). Construction is planned to begin in 2030; therefore, FM 2855 widening is assumed to be completed for all 2033 and 2038 analysis conditions.

There is a planned TxDOT project to widen US 90 from I-10 (west of the site) to FM 1463 from a two-lane roadway to a four-lane roadway with a raised median. Construction is planned to begin in 2031; therefore, the US 90 project is assumed to be completed for all 2033 and 2038 analysis conditions.

There is a planned City of Katy project to complete Franz Road from Cane Island Parkway to Innovation Drive. The project includes building a full boulevard and installing a traffic signal at the intersection of Franz Road and Cane Island Parkway. The Franz Road project is assumed to be completed for all 2028, 2033, and 2038 analysis conditions.

There is a planned City of Katy Project to extend Cane Island Parkway to the north to intersect with Bartlett Road. The project is still in the planning phase and no completion date is available. The Cane Island Parkway project is not assumed to be completed for any analysis conditions for the purposes of this TIA.

Capacity Analysis

Capacity Analysis was performed at the study intersections for 2023 Existing Conditions, 2028 Background Conditions, 2028 Projected Conditions, 2033 Background Conditions, 2033 Projected Conditions, 2033 Mitigated Conditions, 2038 Background Conditions, and 2038 Projected Conditions using *Synchro 11*, a traffic modeling and capacity analysis software. Trip generation software, *Online Traffic Impact Study Software (OTISS)*, and the *ITE Trip Generation Manual, 11th Edition* were utilized in the analysis of the proposed development to predict the number of trips generated by the proposed development. Seconds of Delay for each approach at the study intersections were used to determine a Level of Service (LOS).

Traffic Signal Warrant Analysis

The *2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD)* defines warrants for the installation of a Traffic Signal. A Traffic Signal Warrant Analysis (TSWA) was performed for various build out conditions and includes Warrant 1: Eight Hour and Warrant 2: Four Hour. A TSWA was performed at the intersections of FM 2855 and Morton Road, Morton Road at Schlipf Road, Franz Road at Schlipf Road, and Franz Road at FM 2855. Traffic signals are warranted at the following intersections: Franz Road at Morton Road, Morton Road at Schlipf Road, Franz Road at Schlipf Road and FM 2855 at Franz Road.

Exhibit K

Access Management

Right turn lane analysis was performed on TxDOT roadways for proposed roadway connections in accordance with Table 2-3 of the *Texas Department of Transportation's Access Management Manual* for 2033 Projected Conditions. Right turn lanes were warranted on FM 2855 at Franz Road and at Roadway 3.

Left turn lane analysis was performed on TxDOT roadways for proposed roadway connections in accordance with *Figure 3-8: Suggested Left-Turn Warrants Based on Results from Benefit-Cost Evaluations for Intersections on Two-Lane Highways in Rural Areas*, in the *TxDOT Roadway Design Manual.* Left turn lanes were warranted on FM 2855 at Morton Road, at Franz Road, at Roadway 3 and at Roadway 4.

Left turn lane analysis was performed on county roadways for proposed roadway connections in accordance with NCHRP Report 348. Left turn lanes were warranted on Morton Road at Schlipf Road, at Bartlett Road, at Roadway 2, and at Roadway E.

Recommendations

Approval is recommended with the following recommendations for the Plow Tract Development:

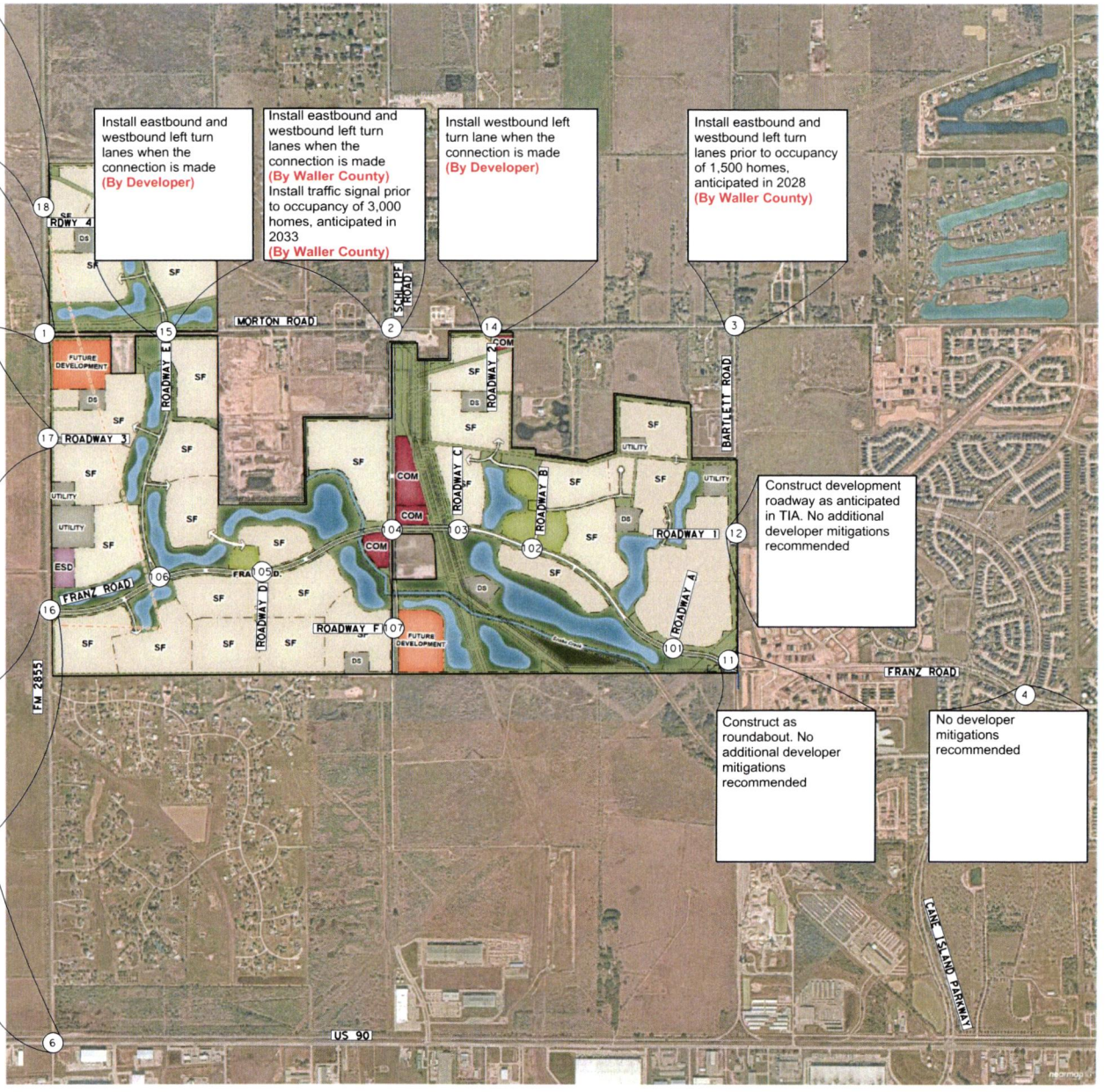
Node #	Recommendation	Responsible Party	Suggested Time of Implementation
1	A traffic signal at the intersection of FM 2855 and Morton Road is warranted in 2023 Existing Conditions; convert the existing flashing beacon to a full operational signal once a development roadway connection is made to Morton Road.	Waller County	At time of first connection to Morton Road
n/a	Construct Franz Road as a boulevard section including left turn lanes at median opening for development roadway connections.	Developer	N/A
n/a	Construct Schlipf Road as a boulevard section including left turn lanes at median opening for development roadway connections.	Developer	N/A
2	Install eastbound and westbound left turn lanes in accordance with Waller County standards on Morton Road at Schlipf Road when the Schlipf Road connection is made.	Waller County	At time of connection construction
3	Install eastbound and westbound left turn lanes in accordance with Waller County standards on Morton Road at Bartlett Road once a development roadway connection is made to Bartlett Road.	Waller County	At time of connection construction
14	Install a westbound left turn lane in accordance with Waller County standards on Morton Road at Roadway 2 when the connection is made.	Developer	At time of connection construction
15	Install eastbound and westbound left turn lanes in accordance with Waller County standards on Morton Road at Roadway E when the Roadway E connection is made.	Developer	At time of connection construction
16	Install a northbound right turn lane and a southbound left turn lane in accordance with TxDOT standards on FM 2855 at Franz Road when the connection is made.	Developer	At time of connection construction

Exhibit K

17	Install a northbound right turn lane and a southbound left turn lane in accordance with TxDOT standards on FM 2855 at Roadway 3 when the connection is made.	Developer	At time of connection construction
18	Install a southbound left turn lane in accordance with TxDOT standards on FM 2855 at Roadway 4 when the Roadway 4 connection is made.	Developer	At time of connection construction
1	Install a northbound right turn lane in accordance with TxDOT standards on FM 2855 at Morton Road prior to occupation of 3,000 homes which is anticipated in 2033.	Developer	2033
2	A traffic signal at the intersection of Morton Road and Schlipf Road is warranted in 2033 Projected Conditions; install a traffic signal at the intersection prior to occupation of 2,700 homes, which is anticipated in 2032.	Waller County	2032
104	A traffic signal at the intersection of Franz Road and Schlipf Road is warranted in 2033 Projected Conditions; install a traffic signal at the intersection prior to occupation of 3,000 homes which is anticipated in 2033.	Developer	2033
16	A traffic signal at the intersection of FM 2855 and Franz Road is warranted in 2038 Projected Conditions; install a traffic signal at the intersection after occupation of 3,000 homes and 5 years of additional growth has occurred in the project area, which is anticipated in 2038.	Developer	2038

It is recommended that TxDOT consider including a westbound right turn at the intersection with FM 2855 lane as part of the US 90 widening project.

All improvements associated with TxDOT roadways should be coordinated with TxDOT prior to permitting and construction to determine if applicable ROW could be donated and the recommended improvements constructed as part of the FM 2855 widening project.



Install southbound left turn lane when the connection is made

Traffic Signal warranted in Existing Conditions. Install prior to a development roadway connection being made to Morton Road. (By Waller County)

Install northbound right turn lane prior to occupancy of 3,000 homes, anticipated in 2033. Southbound left turn lane assumed to be provided by TxDOT as part of widening project since it is an existing roadway.

Install southbound left turn lane and northbound right turn lane when the connection is made

Install southbound left turn lane and northbound right turn lane when connection is made.

Install traffic signal prior occupancy of 3,000 homes + 5 years of traffic growth, anticipated in 2038

No developer mitigations recommended

Install eastbound and westbound left turn lanes when the connection is made (By Developer)

Install eastbound and westbound left turn lanes when the connection is made (By Waller County) Install traffic signal prior to occupancy of 3,000 homes, anticipated in 2033 (By Waller County)

Install westbound left turn lane when the connection is made (By Developer)

Install eastbound and westbound left turn lanes prior to occupancy of 1,500 homes, anticipated in 2028 (By Waller County)

Construct development roadway as anticipated in TIA. No additional developer mitigations recommended

Construct as roundabout. No additional developer mitigations recommended

No developer mitigations recommended

101 Construct development roadways as anticipated in TIA. No additional developer mitigations recommended

102 Construct development roadways as anticipated in TIA. No additional developer mitigations recommended

103 Construct development roadways as anticipated in TIA. No additional developer mitigations recommended

104 Install traffic signal prior to occupancy of 3,000 homes, anticipated in 2033

105 Construct development roadways as anticipated in TIA. No additional developer mitigations recommended

106 Construct development roadways as anticipated in TIA. No additional developer mitigations recommended

107 Construct development roadways as anticipated in TIA. No additional developer mitigations recommended

Exhibit L

QUIDDITY

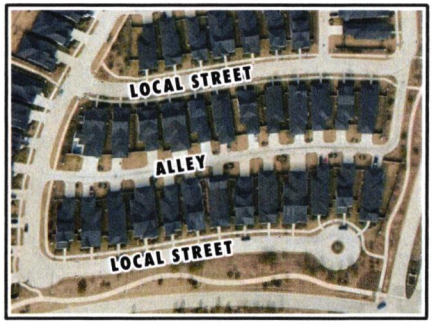
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

PLOW TRACT
MITIGATION SUMMARY

1. ALLEY-LOADED HOME



AERIAL VIEW



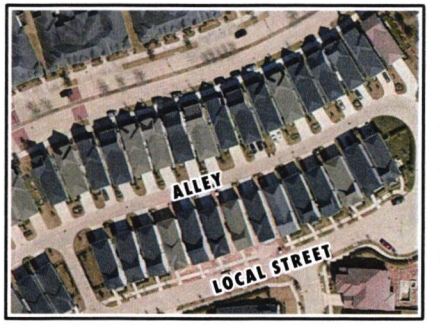
*DRIVEWAY ACCESS FROM ALLEY ONLY
*REDUCED SETBACKS

SIMILAR PRODUCT:
CROSS CREEK RANCH

2. URBAN HOME



AERIAL VIEW



*FRONT OR REAR ACCESS TO GARAGE
*REDUCED SETBACKS
*ZERO LOT SIDE SETBACKS
*NARROW LOTS

SIMILAR PRODUCT:
IMPERIAL

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EXHIBIT M
SHEET 1

RESIDENTIAL SPECIALTY EXAMPLES

an exhibit for

GRANGE

±1,129.77 ACRES OF LAND

prepared for

KATY 2855 DEVELOPMENT LLC

META PLANNING + DESIGN

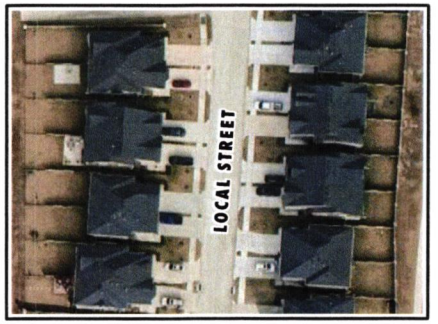
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

MTA-54007
DECEMBER 6, 2023

3. DUPLEX



AERIAL VIEW



*SEPARATED DRIVEWAY ACCESS TO GARAGE
*REDUCED SETBACKS
*SHARED LOT LINE
*COMMON WALL

SIMILAR PRODUCT:
CROSS CREEK RANCH

4. PATIO HOME



AERIAL VIEW



*INDIVIDUAL DRIVEWAY ACCESS TO GARAGE
*REDUCED SETBACKS
*ZERO LOT SIDE SETBACK (ONE SIDE ONLY)

SIMILAR PRODUCT:
CROSS CREEK RANCH

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EXHIBIT M
SHEET 2

RESIDENTIAL SPECIALTY EXAMPLES

an exhibit for

GRANGE

±1,129.77 ACRES OF LAND

prepared for

KATY 2855 DEVELOPMENT LLC

META PLANNING + DESIGN

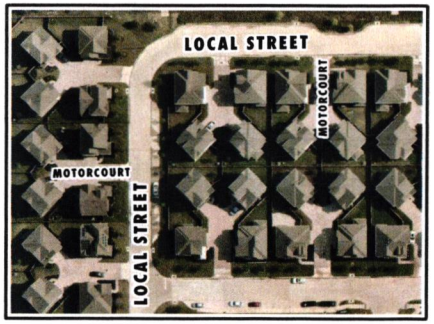
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

MTA-54007
DECEMBER 6, 2023

5. QUADS / CLUSTER



AERIAL VIEW



*GARAGE ACCESS FROM MOTORCOURT ONLY
*REDUCED SETBACKS
*HOME ORIENTATIONS MAY DIFFER BY BUILDER

SIMILAR PRODUCT:
ELYSON

6. TOWNHOME



AERIAL VIEW



*FRONT OR REAR GARAGE ACCESS
*REDUCED SETBACKS
*ZERO LOT SIDE SETBACK
*SHARED WALLS
*NARROW LOTS

SIMILAR PRODUCT:
BRIDGELAND

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EXHIBIT M
SHEET 3

RESIDENTIAL SPECIALTY EXAMPLES

an exhibit for

GRANGE

±1,129.77 ACRES OF LAND

prepared for

KATY 2855 DEVELOPMENT LLC

META PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

MTA-54007
DECEMBER 6, 2023

Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

Index

Letter to Subrecipient I
Subrecipient Information II
Subrecipient Agreement III

Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: Waller County
EIN/TIN: 74-6001079
UEI: LMJBNSDDVA94 UEI Expiration Date: April 10, 2025
Address Line 1: 836 Austin Street, Suite 316
Address Line 2:
City Hempstead
State Texas Zip (+4) 77445 - 4667

Subrecipient Contacts

Primary Contact
Serves as the primary point of contact for project(s).

Name: Brian Cantrell Position/Job Title: Emergency Management Coordinator
Email: b.cantrell@wallercounty.us Phone Number: 979-826-7785

Certifying Official
Serves as the official representative of the organization.
Must possess the authority to obligate funds & enter into contracts for the organization.

Name: Carbett "Trey" Duhon, III Position/Job Title: County Judge
Email: t.duhon@wallercounty.us Phone Number: 979-826-7700

Primary Finance Contact
Serves as primary contact for all financial matters.

Name: Joan Sargent Position/Job Title: County Treasurer
Email: j.sargent@wallercounty.us Phone Number: 979-826-7707



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F. R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.

2. Throughout this document the terms grant and award will be used interchangeably.

3. A recipient is a non-Federal entity for administration purposes.

4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.

5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.

6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.

7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.

8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.

9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).

10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).

2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.

3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM’s ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM’s ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

a. Public Law 93-288, as amended (Stafford Act)

b. 44 C.F.R., Emergency Management and Assistance

c. 2 C.F.R., Grants and Agreements

d. Disaster Mitigation Act of 2000

e. Executive Order 11988, Floodplain Management

f. Executive Order 11990, Protection of Wetlands

g. Executive Order 12372, Intergovernmental Review of Programs and Activities

h. Executive Order 12549, Debarment and Suspension

i. Executive Order 12612, Federalism

j. Executive Order 12699, Seismic Design

k. Executive Order 12898, Environmental Justice

l. Coastal Barrier Resources Act, Public Law 97-348

m. Single Audit Act, Public Law 98-502

n. Sandy Recovery Improvement Act publications

o. Disaster Recovery Reform Act of 201816 U.S.C. § 470, National Historic Preservation Act

p. 16 U.S.C. § 1531, Endangered Species Act References

q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at: http://www.window.state.tx.us/procurement/catrad/ugms.pdf and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: https://tdem.texas.gov. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and

5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.

2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.

    a. Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.

    b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.

    c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.

6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.

7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government

8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at https://tdem.texas.gov.

9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:

    a. Micro purchase
    b. Small purchase
    c. Sealed bid
    d. Competitive proposal
    e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)

3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as “cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.

7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).

    a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid SAM.gov registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R §200.321.

9. Subrecipients must comply with the rules of recovered materials for procurements at 2 C.F.R §200.323.10. Subrecipients must comply with the rules for domestic preferences for procurements at 2 C.F.R § 200.322.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.

b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending $750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.

2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute,or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.

3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books,accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.

2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:

    a. The reason(s) for such determination;

    b. The effective date of such termination; and

c. The scope of the termination of the award.

d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;

2. Require all payments as reimbursements rather than advance payments;

3. Temporarily withhold payments pending correction of the deficiency;

4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;

6. Withhold cash payments pending correction of the deficiency bysubrecipient or more severe enforcement action by TDEM or DHS/FEMA;

7. Withhold future awards for the grant program; and

8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
   a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

   b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.

2. Should additional time be required, a time extension request must be submitted which:
   a. Identifies the projects requiring an extension;
   b. Explains the reason for an extension;
   c. Indicates the percentage of work that has been completed;
   d. Provides an anticipated completion date;
   e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of $500,000 (or $100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter**.** If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

a. Quarter 1 (Q1): October – December
b. Quarter 2 (Q2): January – March
c. Quarter 3 (Q3): April – June
d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of $5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference 2 C.F.R. 200.313.

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See Standard Form 424B)

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C.§§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C.§§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation’s air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.§§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See Standard Form 424D)

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:

    a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or

e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).

5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.

7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.

10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, orshall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water underthe Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at SAM.gov.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.

2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.

4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.

5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.

6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.

7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)
   a. Match Certifications

      Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

   b. Duplication of Program Statement

      Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

   c. Federal Debt Disclosure

      Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only
   a. Maintenance Agreement

      Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

   b. Environmental Justice Statement

      Federal Executive Order 12898 compliance requirements – If there are any concentration of low income of minority populations in or near the HMGP projects:

      i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

      OR

      ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

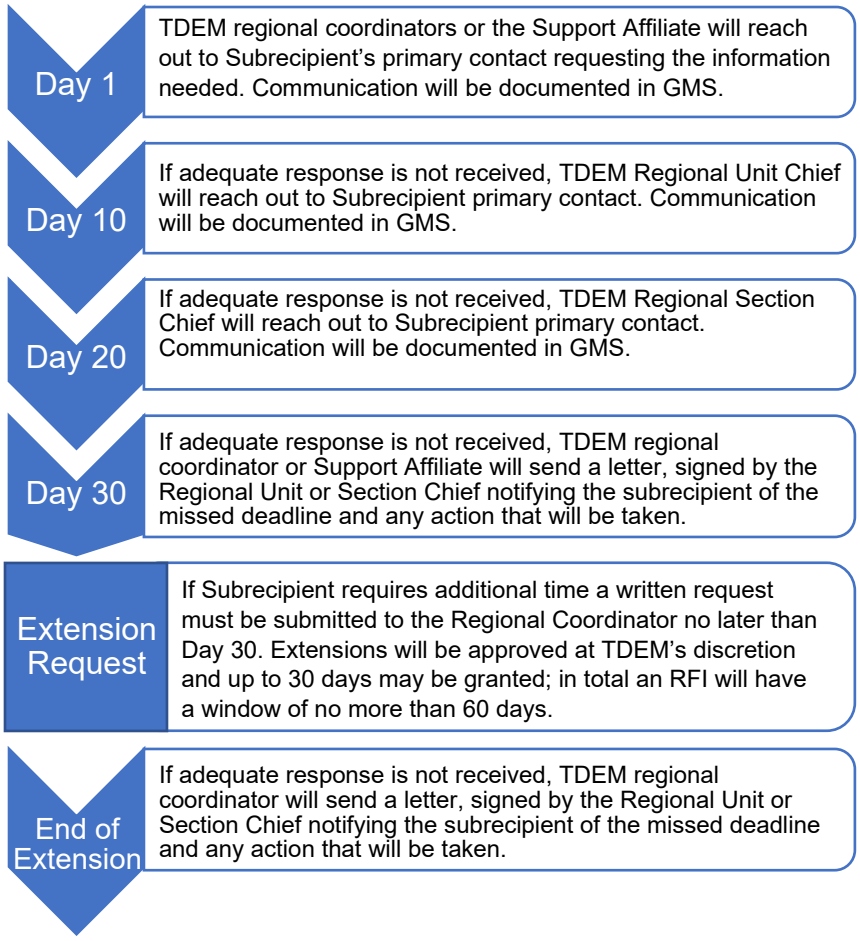


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

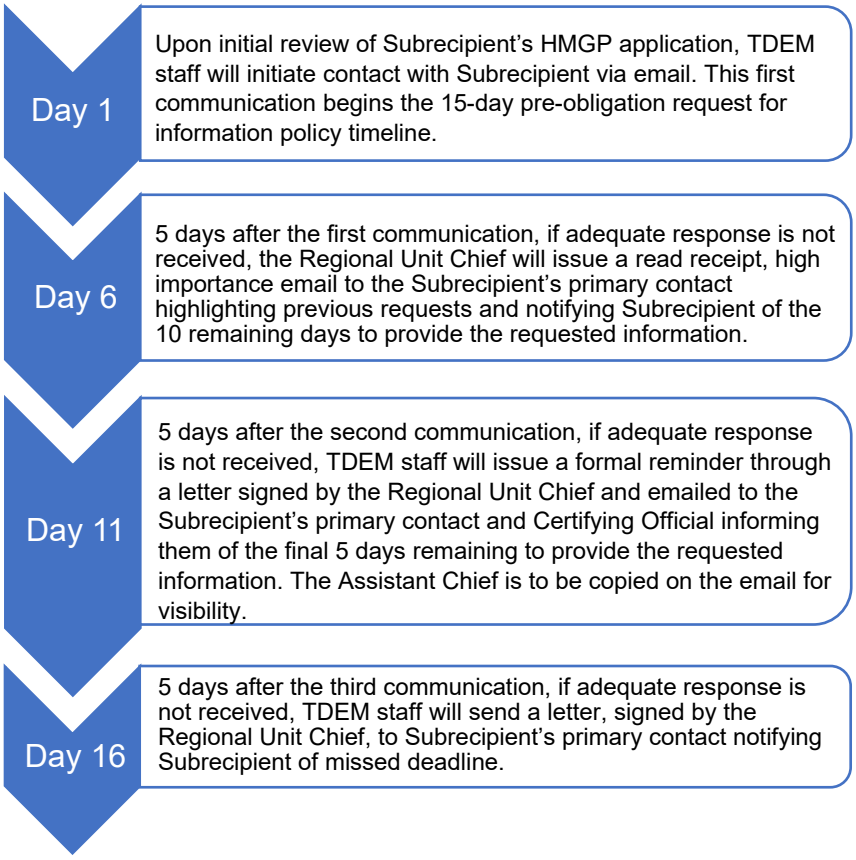


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.

2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statue, regulations, or guidance.

3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment

    1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

2. Recipient's Responsibilities

    2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.

    2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.

    2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, Carbett "Trey" J. Duhon, III , the undersigned and Certifying Official of

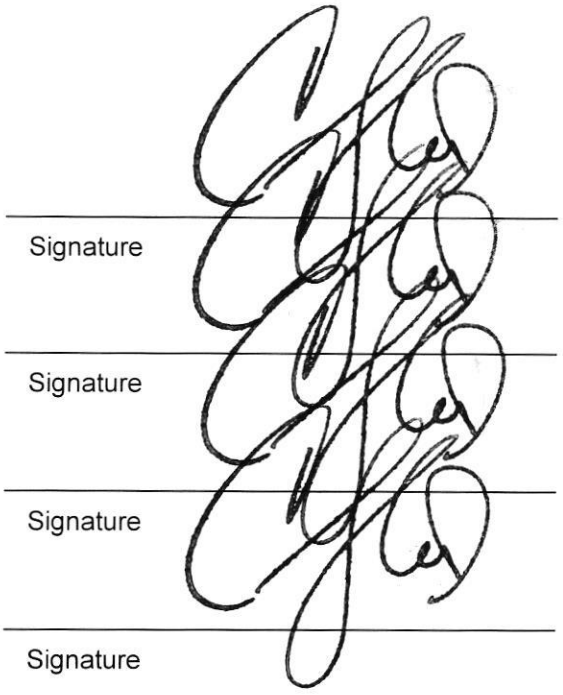
Printed Name

Waller County understand that TDEM strongly encourages refresher

Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

Signature	Agreement Authority
Signature	Agreement (Section I – XXIX)
Signature	Exhibit A: Assurance – Non-Construction Programs
Signature	Exhibit B: Assurance – Construction Programs
Signature	Exhibit C: Certifications for Grant Agreements
Signature	Exhibit D: State of Texas Assurances
Signature	Exhibit E: Environmental Review Certification



Signature

Signature

Signature

Signature

Exhibit F: Additional Grant Certifications

Exhibit G: Request for Information Policy

Exhibit H: Pre-Obligation Request for Information Policy

Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official

07/01/2024

Date

Carbett "Trey" J. Duhon, III

Printed Name

Waller County Judge

Title

THE STATE OF TEXAS
COUNTY OF WALLER

RESOLUTION

BE IT RESOLVED THAT ON THE **10TH DAY OF JULY, 2024**, THE WALLER COUNTY COMMISSIONERS' COURT CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE WALLER COUNTY COMMISSIONER'S, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE SAID COURT FOR SUCH MEETING, PURSUANT TO GOVERNMENT CODE SECTION 551.041 ET. SEQ, VERNON'S TEXAS CIVIL STATUES (THE TEXAS OPEN MEETINGS ACT) TO BE CONSIDERED:

"CONSIDERATION AND APPROVAL OF A RESOLUTION OF WALLER

COUNTY'S SUPPORT AND COMMITMENT

REGARDING THE FM 2855 PROJECT IN THE BROOKSHIRE AREA"

WHEREAS; THE TEXAS DEPARTMENT OF TRANSPORTATION IS DEVELOPING A NEW LOCATION HIGHWAY, TO BE DESIGNATED AS FM 2855 RECONSTRUCT, WIDEN FROM 2 TO 4 LANES BETWEEN FM 529 AND IH 10; WITH AN EXTENSION FROM US 90 TO IH 10; AND

WHEREAS; THE NEW LOCATION HIGHWAY AND ROAD WIDENING WOULD FACILITATE THE FLOW OF TRAFFIC,
AND

NOW THEREFORE BE IT FURTHER PROCLAIMED,
THAT WALLER COUNTY COMMISSIONERS' COURT SUPPORTS AND COMMITS TO THE REQUEST OF THE TEXAS DEPARTMENT OF TRANSPORTATION TO DESIGNATE AS FM 2855 RECONSTRUCT, WIDENING FROM 2 TO 4 LANES BETWEEN FM 529 AND IH; WITH AN EXTENSION FROM US 90 TO IH 10.

APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2024.
COMMISSIONERS' COURT OF WALLER COUNTY

_____
CARBETT "TREY" J. DUHON III

_____
JOHN A. AMSLER
COMMISSIONER PRECINCT 1

_____
WALTER E. SMITH
COMMISSIONER PRECINCT 2

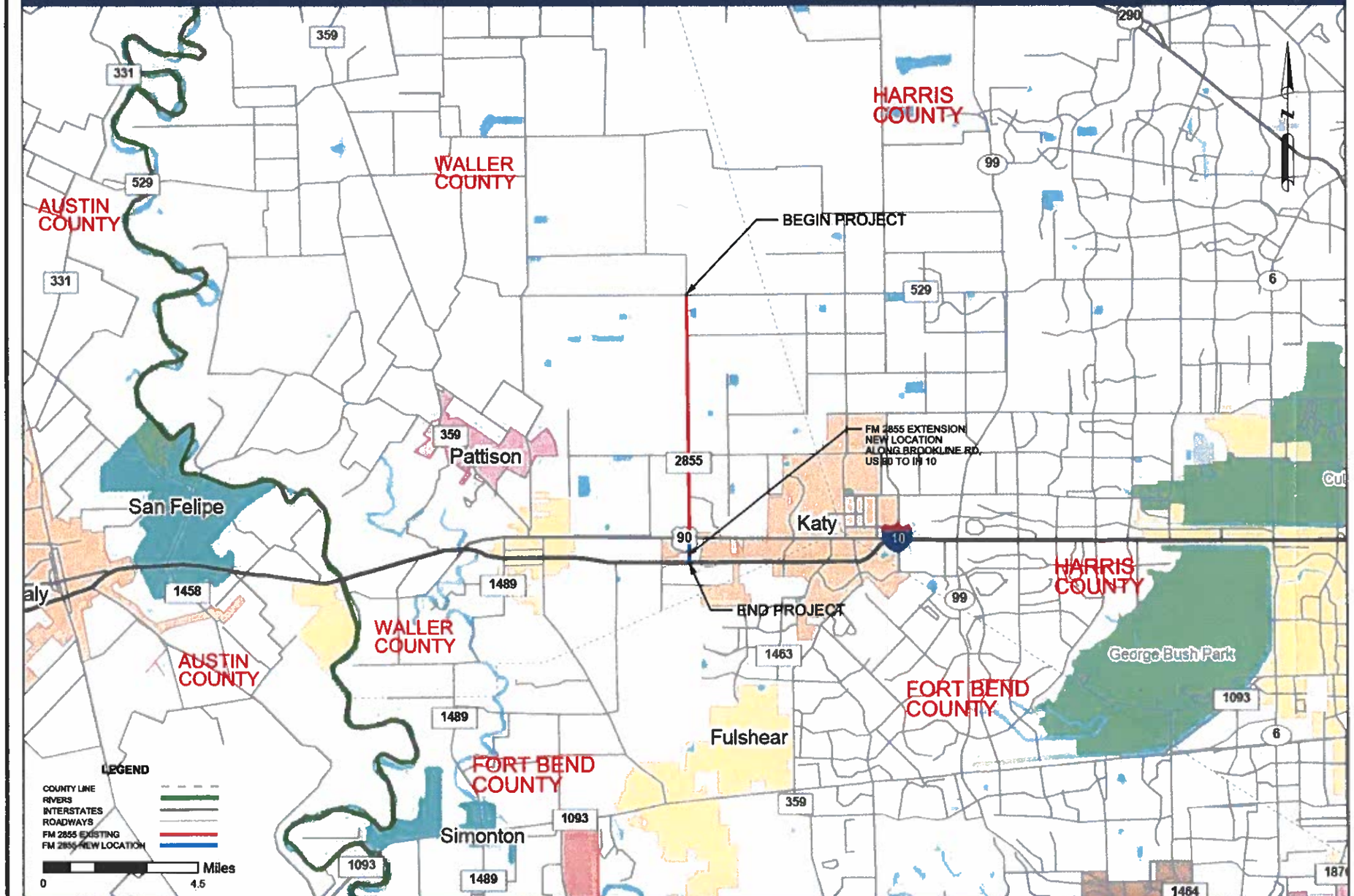
_____
KENDRIC D. JONES
COMMISSIONER PRECINCT 3

_____
JUSTIN BECKENDORFF
COMMISSIONER PRECINCT 4

ATTEST:

_____
DEBBIE HOLLAN, COUNTY CLERK

Houston District — Exhibit A — Waller



FM 2855 RECONSTRUCT, WIDEN FROM 2 TO 4 LANES BETWEEN FM 529 & IH 10
WITH EXTENSION FROM US 90 TO IH 10

THE STATE OF TEXAS
COUNTY OF WALLER

RESOLUTION

BE IT RESOLVED THAT ON THE **10TH DAY OF JULY, 2024**, THE WALLER COUNTY COMMISSIONERS' COURT CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE WALLER COUNTY COMMISSIONER'S, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE SAID COURT FOR SUCH MEETING, PURSUANT TO GOVERNMENT CODE SECTION 551.041 ET. SEQ, VERNON'S TEXAS CIVIL STATUES (THE TEXAS OPEN MEETINGS ACT) TO BE CONSIDERED:

"CONSIDERATION AND APPROVAL OF A RESOLUTION OF WALLER COUNTY'S SUPPORT AND COMMITMENT REGARDING THE FM 1489 PROJECT IN THE BROOKSHIRE AREA"

WHEREAS; THE TEXAS DEPARTMENT OF TRANSPORTATION IS DEVELOPING A NEW LOCATION HIGHWAY, TO BE DESIGNATED AS AN EXTENSION OF FM 1489 RECONSTRUCT, WIDEN FROM 2 TO 4 LANES BETWEEN I-10 AND FM 359; WITH AN EXTENSION FROM GASSNER RD TO FM 359, APPROXIMATELY 1.9 MILES; AND

WHEREAS; THE NEW LOCATION HIGHWAY AND ROAD WIDENING WOULD FACILITATE THE FLOW OF TRAFFIC.
AND

NOW THEREFORE BE IT FURTHER PROCLAIMED,
THAT WALLER COUNTY COMMISSIONERS' COURT SUPPORTS AND COMMITS TO THE REQUEST OF THE TEXAS DEPARTMENT OF TRANSPORTATION TO DESIGNATE AS FM 1489, RECONSTRUCT, WIDENING FROM 2 TO 4 LANES BETWEEN I-10 AND FM 359; WITH AN EXTENSION FROM GASSNER RD TO FM 359. APPROXIMATELY 1.9 MILES

APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2024.
COMMISSIONERS' COURT OF WALLER COUNTY

_____
CARBETT "TREY" J. DUHON III

_____
JOHN A. AMSLER
COMMISSIONER PRECINCT 1

_____
WALTER E. SMITH
COMMISSIONER PRECINCT 2

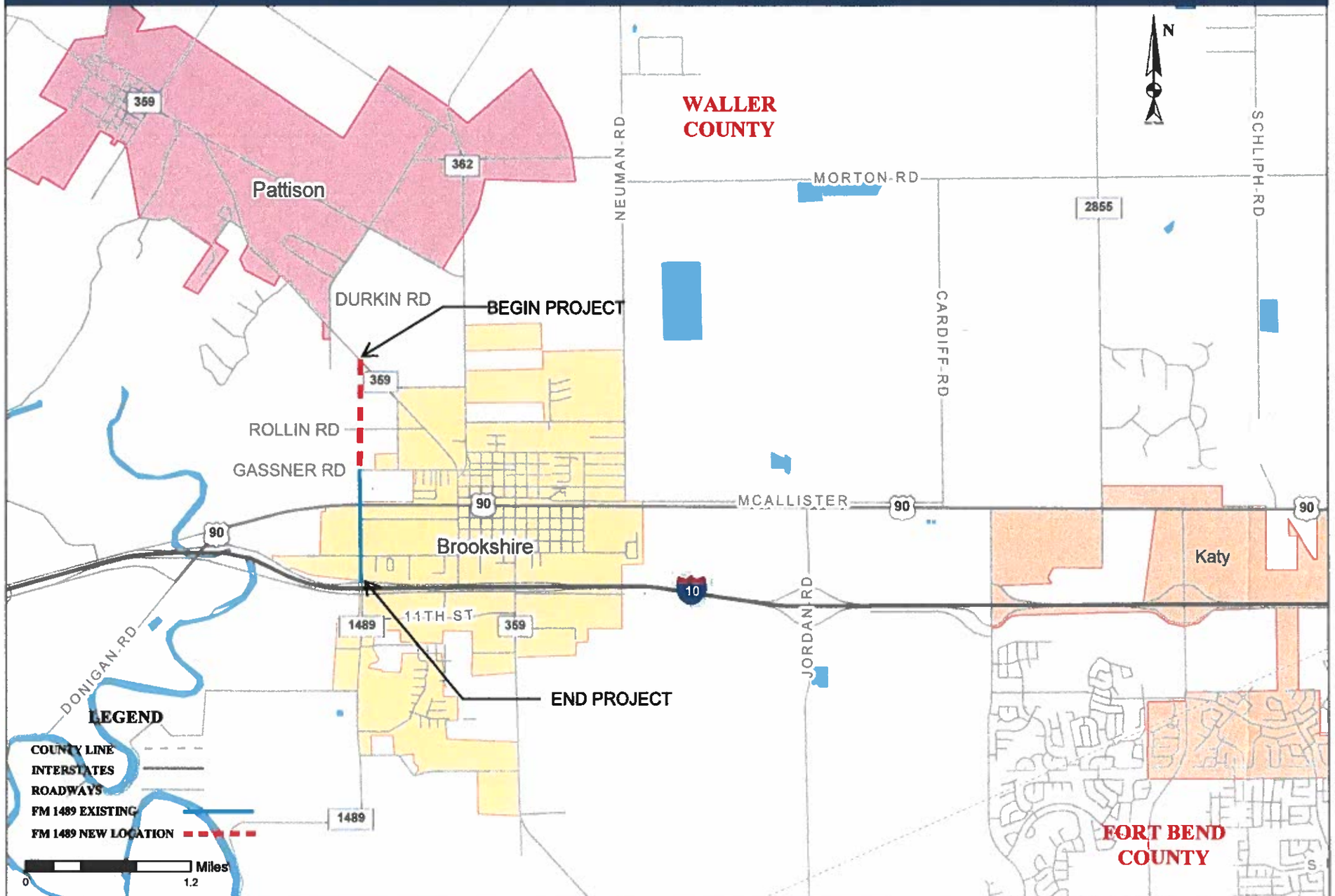
_____
KENDRIC D. JONES
COMMISSIONER PRECINCT 3

_____
JUSTIN BECKENDORFF
COMMISSIONER PRECINCT 4

ATTEST:

_____
DEBBIE HOLLAN, COUNTY CLERK

Houston District Exhibit A Waller



FM 1489 RECONSTRUCT, WIDEN FROM 2 TO LANES BETWEEN I-10 AND FM 359 WITH EXTENSION FROM GASSNER RD TO FM 359. APPROXIMATE LENGTH: 1.9 MILES

SERVICE ORDER FOR : Waller County - Road and Bridge

WWW.ATRONSOLUTIONS.COM

SALES@ATRONSOLUTIONS.COM

800-757-1773 OPTION 1



CUSTOMER INFORMATION

Account Number 17080

Customer ID 17080

Waller County - Road and Bridge
836 Austin St. Ste. 316
Hempstead TX, 77445
USA

CONTACTS

NAME	EMAIL	PHONE	MOBILE
Judge Terry Duhon	t.duhon@wallercounty.us	9798267700	
Greg Henry	ghenry@xpernet.com	7138164353	

LOCATIONS

SERVICE ADDRESS:	**Waller County - Road and Bridge** **775 Highway 290 E** **Hempstead TX 77445**

SERVICES

ONE TIME CHARGES: Internet - Fiber Internet 500MB/500M, TN: New Road & Bridge Fiber Internet 500MB				
DESCRIPTION	**TERM LENGTH**	**QUANTITY**	**PRICE**	**SUBTOTAL**
Installation NRC (4375)		1	$ 350.00	$ 350.00
				$350.00

MONTHLY RECURRING CHARGES: Internet - Fiber Internet 500MB/500M, TN: New Road & Bridge Fiber Internet 500MB				
DESCRIPTION	**TERM LENGTH**	**QUANTITY**	**PRICE**	**SUBTOTAL**
5 Static IP's (4 Usable) (4758)	3 YEAR	1	$ 0.00	$ 0.00
Mikrotik RB750GR3 Managed Router 1GB 24x7x365 ProActive Monitoring Circuit Health & Trouble Ticket Generation and Resolution (4390)	3 YEAR	1	$ 0.00	$ 0.00
Fiber Internet 500MB/500MB - Upgrade to Existing 100MB Fiber Internet Atron Circuit ID: 03.DIA.30.000936.ATRN (4156)	3 YEAR	1	$ 750.00	$ 750.00
				$750.00

TOTAL

Subtotal MRC:	$ 750.00
Subtotal NRC:	$ 350.00
Subtotal Charges:	$1,100.00
Total:	**$1,100.00**

*MRC = MONTHLY RECURRING CHARGES
*NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS
* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT https://atronsolutions.com/crs/

Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
- White Glove ON SITE Professional Installation by Atron Technician for Test and Turnup of Managed Router after Carrier installation
- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services https://atronsolutions.com/sla/

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME: **Waller County - Road and Bridge**

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

SALES & SERVICE ORDER

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT') WHICH CAN BE FOUND AT https://atronsolutions.com/msa/ BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT https://atronsolutions.com/aup/. IN ADDTION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT https://atronsolutions.com/sla/. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT https://atronsolutions.com/crs/. Terms of the Master Service Agreement are incorporated by reference into the Service Order.



SERVICE ORDER FOR : Waller County - Road and Bridge

WWW.ATRONSOLUTIONS.COM

SALES@ATRONSOLUTIONS.COM

800-757-1773 OPTION 1

CUSTOMER INFORMATION

Account Number	17080
Customer ID	17080

Waller County - Road and Bridge
836 Austin St. Ste. 316
Hempstead TX, 77445
USA

CONTACTS

NAME	EMAIL	PHONE
Judge Terry Duhon	t.duhon@wallercounty.us	9798267700
Greg Henry	ghenry@xpernet.com	7138164353

LOCATIONS

SERVICE ADDRESS:	**Waller County - Road and Bridge** **775 Highway 290 E** **Hempstead TX 77445**

SERVICES

One Time Charges:

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC (4375)		1	$ 350.00	$ 350.00
				$350.00

SERVICES

Monthly Recurring Charges:

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
5 Static IP's (4 Usable) (4758)	5 YEAR	1	$ 0.00	$ 0.00
Mikrotik RB750GR3 Managed Router 1GB 24x7x365 ProActive Monitoring Circuit Health & Trouble Ticket Generation and Resolution (4390)	5 YEAR	1	$ 0.00	$ 0.00
Fiber Internet 500MB/500MB - Upgrade to Existing 100MB Fiber Internet Atron Circuit ID: 03.DIA.30.000936.ATRN (4156)	5 YEAR	1	$ 712.50	$ 712.50
				$712.50

TOTAL

Subtotal MRC:	$ 712.50
Subtotal NRC:	$ 350.00
Subtotal Charges:	$1,062.50
Total:	**$1,062.50**

*MRC = MONTHLY RECURRING CHARGES
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Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
- White Glove ON SITE Professional Installation by Atron Technician for Test and Turnup of Managed Router after Carrier installation
- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME **Waller County - Road and Bridge**

AUTHORIZED REPRESENTATIVE SIGNATURE _____

PRINTED NAME _____

DATE 6/25/2024

Atron Solutions

SALES & SERVICE ORDER

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SERVICE ORDER FOR :
Waller County - Precinct 2

WWW.ATRONSOLUTIONS.COM

SALES@ATRONSOLUTIONS.COM

800-757-1773 OPTION 1

CUSTOMER INFORMATION

Account Number 17081

Customer ID 17081

Waller County - Precinct 2
836 Austin St. Ste. 316
Hempstead TX, 77445
USA

CONTACTS

NAME	EMAIL	PHONE	MOBILE
Judge Terry Duhon	t.duhon@wallercounty.us	9798267700	
Greg Henry	ghenry@xpernet.com	7138164353	

LOCATIONS

SERVICE ADDRESS:	**Waller County - Precinct 2** **27388 Fields Store Rd** **Waller TX 77484**

SERVICES

ONE TIME CHARGES: Internet - Fiber Internet 250MB/250M, TN: Upgrade from 50MB to 250MB Fiber Internet				
DESCRIPTION	**TERM LENGTH**	**QUANTITY**	**PRICE**	**SUBTOTAL**
Installation NRC (4619)		1	$ 350.00	$ 350.00
				$350.00

MONTHLY RECURRING CHARGES: Internet - Fiber Internet 250MB/250M, TN: Upgrade from 50MB to 250MB Fiber Internet				
DESCRIPTION	**TERM LENGTH**	**QUANTITY**	**PRICE**	**SUBTOTAL**
Fiber Internet Access 250MB/250MB - Upgrade for 50MB Fiber Internet Atron Circuit # 03.DIA.30.000850.ATRN (4144)	3 YEAR	1	$ 650.00	$ 650.00
5 Static IP's (4 Usable) (4758)	3 YEAR	1	$ 0.00	$ 0.00
				$650.00

TOTAL

Subtotal MRC:	$ 650.00
Subtotal NRC:	$ 350.00
Subtotal Charges:	$1,000.00
Total:	**$1,000.00**

*MRC = MONTHLY RECURRING CHARGES
*NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS
* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT https://atronsolutions.com/crs/

Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
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- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services https://atronsolutions.com/sla/

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME: **Waller County - Precinct 2**

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

SALES & SERVICE ORDER

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SERVICE ORDER FOR :
Waller County - Precinct 2

WWW.ATRONSOLUTIONS.COM

SALES@ATRONSOLUTIONS.COM

800-757-1773 OPTION 1

CUSTOMER INFORMATION

Account Number	17081
Customer ID	17081

Waller County - Precinct 2
836 Austin St. Ste. 316
Hempstead TX, 77445
USA

CONTACTS

NAME	EMAIL	PHONE
Judge Terry Duhon	t.duhon@wallercounty.us	9798267700
Greg Henry	ghenry@xpernet.com	7138164353

LOCATIONS

SERVICE ADDRESS: **Waller County - Precinct 2**
27388 Fields Store Rd

Waller TX 77484

SERVICES

One Time Charges:

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC (4619)		1	$ 350.00	$ 350.00
				$350.00

SERVICES

Monthly Recurring Charges:

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Fiber Internet Access 250MB/250MB - Upgrade for 50MB Fiber Internet Atron Circuit # 03.DIA.30.000850.ATRN (4144)	5 YEAR	1	$ 617.50	$ 617.50
5 Static IP's (4 Usable) (4758)	5 YEAR	1	$ 0.00	$ 0.00
				$617.50

TOTAL

Subtotal MRC:	$ 617.50
Subtotal NRC:	$ 350.00
Subtotal Charges:	$ 967.50
Total:	**$ 967.50**

*MRC = MONTHLY RECURRING CHARGES
*NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS
* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf

Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
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- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME **Waller County - Precinct 2**

AUTHORIZED REPRESENTATIVE SIGNATURE _____

PRINTED NAME _____

DATE 6/25/2024

Atron Solutions

SALES & SERVICE ORDER

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT') WHICH CAN BE FOUND AT https://atronsolutions.com/wp-content/uploads/2020/01/MSA.pdf BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT https://atronsolutions.com/wp-content/uploads/2020/01/AUP.pdf. IN ADDTION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf. Terms of the Master Service Agreement are incorporated by reference into the Service Order.

BUSINESS CASE

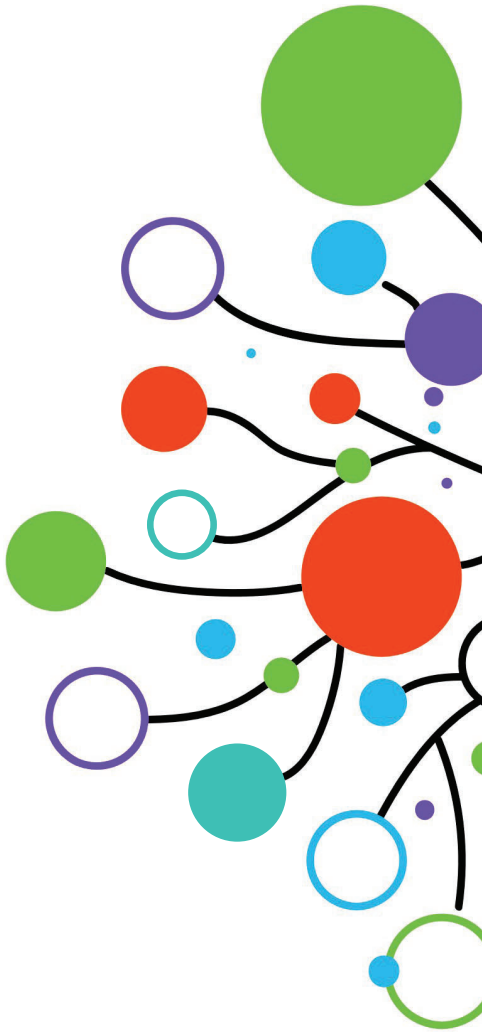
Customized Mailing System

Prepared for: **Waller County Courts**

Proposal date: **June 5, 2024**

Valid until: **July 31, 2024**

Submitted by: **Dennis Mosley**
d.mosley@quadient.com



quadient

quadient

Executive Summary

Thank you for allowing us to assist you with assessing your mailing operations. We look forward to continuing to build this partnership.

Using information gathered while speaking with Waller County representative Candice Adams, it has been determined you send very important pieces of mail including:

- Non-appearance,
- Trial, and Pre-trial notices
- resets from the criminal department
- Other document related to the court docket
- Certified Mail from all departments

Failure in the sending these pieces is the legally specified time period can have severe legal, financial and or functional consequences for the recipient and the organization if statutes are violated.

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Executive Summary

CHALLENGE

- Current postage machine is not compliant with upcoming postal regulations and failure to replace could lead to an interruption in your ability to send legal documents within the timeframe required by statute.

- Certified/Return Receipt mail pieces are prepared manually (forms 3800 and 3801 are filled out by hand) and require several minutes each to complete. Not only is this process labor intensive and prone to error. This process does not take advantage of available cost savings of up to 40% provided by the USPS. Also, green cards are sometimes lost in the mail or misplaced by employees, creating the potential for legal disadvantage or exposure.

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USPS 10 Year Plan

Postage meters that print the Information-Based Indicia (IBI) will be decertified in 2024 and must be replaced by meters with Intelligent Mail Indicia (IMI) technology.

- The limited postage and transaction data the USPS® gets from IBI prevents them from fully automating certain back-office functions such as refunds and proper postage payment validation.
- The new IMI standard provides more detailed transaction data in real time, enabling the USPS® to automate operations, enhance security measures, and ensure correct postage is used.



OUTGOING - IBI Example



NEW - IMI Example

Federal Register Notice - Vol. 85, No. 234, issued - Friday, Dec. 4, 2020

"In this final rule, the Postal Service withdraws all authorizations to distribute (decertifies) Postage Evidencing Systems (PES) that are not producing compliant Intelligent Mail Indicia (IMI) on June 30, 2024. IMI compliant PES are defined in the IMI Performance Criteria (IMI-PC) and produce only IMI-Minimum (IMI-MIN), IMI-Standard (IMI-STD), and IMI-Maximum (IMI-MAX) indicia constructs (as stated in the IMI-PC). All PES that are not IMI-PC compliant, also referenced as Phase VI-IBI and Phase VII-PC Postage (collectively Phase VI and Phase VII PES), will become decertified Postage Evidencing Systems on June 30, 2024. The decertified Postage Evidencing Systems must be withdrawn from service by December 31, 2024."

View the ruling online: https://www.federalregister.gov/d/2020-26129

Date	Action
June 30, 2024	IBI Postage Meters are Decertified (no new placements)
December 31, 2024	All IBI Postage Meters must be withdrawn from service

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Financial Considerations

Product Summary Option 1

- iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray, Annual Maintenance and Support , Installation, Shipping and Initial Training.

TEXAS SMART BUY

Investment Summary (Utilizing State of Texas Contract 985-C1)		Valid Until: 07/31/24
01	60-month lease	**$65.15 per month**
02	Freight, delivery & installation	**Included**
03	Meter rental	**Included**
04	Equipment maintenance	**Included**
05	Software subscription	**Included**
	Total Monthly Cost	**$65.15 per month**

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Financial Considerations

Product Summary Option 2

- iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray, E-Certify Level 1 (up to 500 certs), Thermal printer, Annual Maintenance and Support , Installation, Shipping and Initial Training.

TEXAS SMART BUY

Investment Summary (Utilizing State of Texas Contract 985-C1)		Valid Until: 07/31/24
01	60-month lease	**$145.07 per month**
02	Freight, delivery & installation	**Included**
03	Meter rental	**Included**
04	Equipment maintenance	**Included**
05	Software subscription	**Included**
	Total Monthly Cost	**$145.07 per month**

Product Overview

iX-3 SERIES



Key Specifications

- **Processing speed**: Up to 45 lpm
- **Weighing platform**: 5 lb. standard, 10, 30 or 70 lb. optional
- **Envelope thickness**: Up to 3/8”
- **Accounts/departments**: 50 standard, up to 300 optional
- **Online expense reporting (Neostats Basic):** Standard
- **Connectivity**: LAN standard, Wireless LAN optional
- **Postage labels**: Self-adhesive, feed-to-print 2-sided sheet
- **Security**: 4-digit operator PIN codes
- **Job presets (imprint memories)**: Up to 9
- **Envelope printing:** Graphics (10), Text messages (10)
- **Ink supply**: Quick-change cartridge, up to 15,850 imprints
- **Neoship online shipping software**: Available

Product Overview

connectsuite e-certify

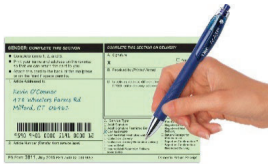


A Complete Solution For Electronic Certified Mail™

- Multi-user, web-based software that streamlines the preparation and management of Certified Mail™
- Easy-to-use interface and process flow enables users to send Certified Mail™ in a fraction of the time
- Prepare one mail piece at a time or upload multiple addresses for batch processing
- No forms to handwrite and no labels or Return Receipt™ cards to apply to envelopes
- Saves over $1.00 per letter by providing a USPS® digital signature in place of the “green card”
- Centralized tracking and reporting for all sent items – find signatures with ease and incredible efficiency
- Digital archiving eliminates the need to store paper receipts and keep them organized
- Generates USPS® form 3877 (Firm Mailing Book) if round dating/proof of mailing is desired

USPS® Forms "Green Cards"	ConnectSuite E-Return Receipts
Delivered to your office via USPS® mail	Delivered to your online portal – often faster than the mail
Occasionally lost in the mail	Paperless – can't be lost in transit
Require physical storage space	Stored in the cloud for the life of your subscription
Tedious manual organization – easy to lose or misplace	Automatic and flawless electronic archiving
Green card retrieval involves combing through paper files	Locate signature PDF files in seconds via Search function

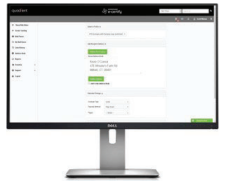
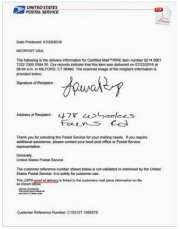
e-Certify Current Workflow (Steps 1-5)

STEP 1	Collect Blank Certified Mail® and Return Receipt Forms	
STEP 2	Complete Form 3800	
STEP 3	Complete Front of Form 3811	
STEP 4	Complete Back of Form 3811	
STEP 5	Peel Tracking # Strip Label Off Form 3800 and Apply to Form 3811	

e-Certify Current Workflow (Steps 6-10)

STEP 6	Fold Documents and Insert Into Envelope	
STEP 7	Tear Off Form 3800 Tracking Label, Peel Backing and Apply to Front of Envelope	
STEP 8	Peel Backing Off Perforated Sides of Form 3811 and Apply to Back of Envelope	
STEP 9	Meter the Envelope at $8.10 and Mail	
OPTIONAL	Take Form 3800 Receipt to Post Office for Official Round Date Stamp	 
STEP 10	File or Scan Form 3800 Receipt For Record-Keeping	

e-Certify Proposed Workflow

STEP 1	Enter recipient's address or select it from address book. Address validated for accuracy and proper formatting. Mail piece data uploaded to USPS®.	
STEP 2	Print Certified Mail® barcode. **Option A**: Print a barcoded cover page and place on top of documents. **Option B**: Print a barcoded tracking label using a thermal label printer.	
STEP 3	Prepare Certified Mail® piece. **Option A**: Insert folded cover page and documents into a double-window Certified Mail® envelope. **Option B**: Apply thermal tracking label onto any type of envelope.	
STEP 4	Meter the envelope for $1.25 less than the "green card" paper-based method (reflects reduced amount for electronic Return Receipt service).	
STEP 5	Delivery status of all sent items is automatically tracked and displayed in a user-friendly online portal. Download electronic PDF signature files as needed (replaces "green card"). All activity and signature files are stored for the lifetime of your subscription. Run simple or advanced searches and print or export reports.	

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US-Based Service & Support

Technical Support

Professional & knowledgeable staff who resolve problems quickly

Products

Reliable & user-friendly solutions

Billing

Accurate & easy-to-understand invoices



Implementation

Timely delivery & effective training

Customer Service

Accessible, responsive & helpful employees

Sales Process

Consultative & focused on your exact needs

Customer Portal

Simple & informative online account management

Prior Year Ratings

% Good or Excellent

95.5
Overall

97.5
Service Technicians

91.0
Customer Service

97.3
Project Implementation

Quadient At-a-Glance

quadient

$1.06BN
REVENUE

~440K
CUSTOMERS WORLDWIDE

~5,000
PASSIONATE EMPLOYEES

LEADERS
A CENTURY OF INNOVATION

96%
SATISFACTION RATE

#1 GLOBAL
SUPPLIER OF CUSTOMER COMMUNICATIONS SOLUTIONS

#2 GLOBAL
SUPPLIER OF PARCEL LOCKER SOLUTIONS

#2 GLOBAL
SUPPLIER OF MAILING EQUIPMENT AND SOFTWARE

Driving Business Results That Matter

CUSTOMER & EMPLOYEE ENGAGEMENT

- ✓ Personalize the comm-unications experience for each customer
- ✓ Remove workflow complexities that discourage employees

REVENUE GROWTH

- ✓ Speed up document delivery and increase on-time payments
- ✓ Turn more customer communications into marketing opportunities

RISK MITIGATION

- ✓ Eliminate mail assembly errors that compromise privacy or compliance
- ✓ Ensure inbound packages are delivered without loss or delay

EXPENSE CONTROL

- ✓ Reduce operational costs by automating physical mail processing
- ✓ Choose the optimal carrier and service for every package you ship

Order to Amend 2024 Budget

Amendment # 2024-22
Date Approved 07-10-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE ITEM TRANSFERS:					
From:					
110-530-510012	R&B	Staff Salary	$ 2,633,815.00	$ (45,760.00)	$ 2,588,055.00
110-530-520100	R&B	Social Security	$ 203,142.00	$ (6,359.00)	$ 196,783.00
110-530-520201	R&B	Retirement TCDRS	$ 299,800.00	$ (4,308.00)	$ 295,492.00
125-505-510019	Sheriff-Jail	Staff Salary	$ 2,752,531.00	$ (39,343.00)	$ 2,713,188.00
125-505-520100	Sheriff-Jail	Social Security	$ 211,244.00	$ (2,202.00)	$ 209,042.00
125-505-520201	Sheriff-Jail	Retirement TCDRS	$ 311,758.00	$ (3,250.00)	$ 308,508.00
To:					
125-518-510019	LE Vehicle Maintenance	Staff Salary	$ -	$ 85,103.00	$ 85,103.00
125-518-520100	LE Vehicle Maintenance	Social Security	$ -	$ 6,511.00	$ 6,511.00
125-518-520201	LE Vehicle Maintenance	Retirement TCDRS	$ -	$ 9,608.00	$ 9,608.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Court approved creating salaries and benefits for Department 518 (Sheriff Office Vehicle Maintenance Department)

Alan Younts 6/28/2024

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

Order to Amend 2024 Budget

Amendment # 2024-23
Date Approved 07-10-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-472210	General Revenue	County Donations	$ (38,016.00)	$ (100.00)	$ (38,116.00)
125-537-536600	County Library	Donations/Library	$ 144.00	$ 100.00	$ 244.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:

Certify $100 donation from Baker Moran Doggett Ma & Dobbs LLP and amend the FY24 budget.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

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

REVENUE CERTIFICATION

Alan Younts 6/28/2024

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

Order to Amend 2024 Budget

Amendment # 2024-24
Date Approved 07-10-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE ITEM TRANSFERS:					
From:					
125-442-545400	General-Maintenance	Contract Labor	$ 150,000.00	$ (21,618.00)	$ 128,382.00
To:					
125-442-510012	General-Maintenance	Staff Salary	$ 390,762.00	$ 18,175.00	$ 408,937.00
125-442-520100	General-Maintenance	Social Security	$ 46,730.00	$ 2,052.00	$ 48,782.00
125-442-520201	General-Maintenance	Retirement TCDRS	$ 68,965.00	$ 1,391.00	$ 70,356.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Court approved creating salaries and benefits for new full time custodial position.

Alan Younts 6/28/2024

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

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #20 June 2024 (R1)

Printed 7/1/2024 11:43 AM

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County

PROJECT: Waller Co. Business Node

APPLICATION NO: 20

Distribution to:

x	OWNER
x	ARCHITECT
x	CONTRACTOR

PERIOD TO: 30-Jun-24

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd
Fort Worth, Tx 76137

VIA ARCHITECT: BSW Architect, Inc.

ARCHITECT'S PROJECT NOS: Multiple

CONTRACT FOR: New Construction

CONTRACT DATE: 6/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM (Exhibit B)		$ 1,273,310.00
2a. Net change by Exhibits		$ 41,780,633.00
2b. Net change by Change Orders		$ 369,282.95
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 43,423,225.95
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 14,328,303.92
5. RETAINAGE:		
a. 5 % of Construction Cost (Column D + E on G703)	$ 314,372.67	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 314,372.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 14,013,931.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 11,859,604.28
8. CURRENT PAYMENT DUE		$ 2,154,326.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 29,409,294.71

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,149,915.95	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$42,149,915.95	$0.00
NET CHANGES by Change Order	$42,149,915.95	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 7/2/24

State of TEXAS
Subscribed and sworn to before me this 2nd day of July
Notary Public:
My Commission expires:

JESSICA TERRI LONG
Notary Public, State of Texas
Expires 05-07-2026
Notary ID 131564695

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 2,154,326.96

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Charles L. Goodman Date: 7/9/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY
(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	$38,639,762.00	Courthouse Construction
3/6/2024	EXHIBIT E, CHANGE ORDER 3	$12,878.13	Swing Space Construction
	2. Net change by Exhibits & Change Orders	$42,149,915.95	

Swing Space Design (Non-Retainage items)	$18,717.00	1	$18,717.00
Swing Space General Conditions (Non-Retainage items)	$0.00	1	$0.00
Swing Space Construction (Retainage items)	$0.00	0.95	$0.00
Swing Space Released Retainage	$0.00	1	$0.00
Court House Design (Non-Retainage items)	$33,026.91	1	$33,026.91
Court House General Conditions (Non-Retainage items)	$144,293.56	1	$144,293.56
Court House Construction (Retainage items)	$2,061,357.36	0.95	$1,958,289.49
8. CURRENT PAYMENT DUE			$2,154,326.96

Total Design Cost	$51,743.91
Total Construction Cost	$2,102,583.05
8. CURRENT PAYMENT DUE	$2,154,326.96

APPROVED
DANNY ROTHE
WC/DF/CM
7/9/2024

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #20 June 2024 (R1)

Printed 7/1/2024 11:43 AM

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 20
APPLICATION DATE: 6/1/2024
PERIOD TO: 6/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SWING SPACE DESIGN BUILD SERVICES														
1.1	Swing Space Design Fees & C.A. Services	0.000	145,800.00	145,800.00	67,654.00	213,454.00	0.00	213,454.00	213,454.00	0.00	0.00	213,454.00	100%	0.00	0.00
1.2	Swing Space FF&E Design Fees	0.000	16,200.00	16,200.00	7,517.00	23,717.00	0.00	23,717.00	5,000.00	18,717.00	0.00	23,717.00	100%	0.00	0.00
1.3	Swing Space As-Built	0.000	9,800.00	9,800.00	0.00	9,800.00	0.00	9,800.00	9,800.00	0.00	0.00	9,800.00	100%	0.00	0.00
1.4	Swing Space Reimbursable Allw.	0.000	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	3,250.00	0.00	0.00	3,250.00	65%	1,750.00	0.00
1.5	General Conditions	0.000	0.00	0.00	365,535.00	365,535.00	0.00	365,535.00	365,535.00	0.00	0.00	365,535.00	100%	0.00	0.00
1.6	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
1.7	Subcontractor Default Insurance	0.000	0.00	0.00	17,739.00	17,739.00	0.00	17,739.00	17,739.00	0.00	0.00	17,739.00	100%	0.00	0.00
1.8	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	9,006.00	9,006.00	0.00	9,006.00	9,006.00	0.00	0.00	9,006.00	100%	0.00	0.00
1.9	AGC Fees	0.000	0.00	0.00	3,803.00	3,803.00	0.00	3,803.00	3,803.00	0.00	0.00	3,803.00	100%	0.00	0.00
1.11	Payment & Performance Bonds	0.000	0.00	0.00	33,304.00	33,304.00	0.00	33,304.00	33,304.00	0.00	0.00	33,304.00	100%	0.00	0.00
1.12	Design/Builder Overhead & Profit	0.000	7,731.00	7,731.00	78,839.00	86,570.00	0.00	86,570.00	86,570.00	0.00	0.00	86,570.00	100%	0.00	0.00
8.0	Demolition														
8.1	Mobilization	0.000	0.00	0.00	1,150.00	1,150.00	0.00	1,150.00	1,150.00	0.00	0.00	1,150.00	100%	0.00	0.00
8.2	Interior Demo	0.000	0.00	0.00	19,879.00	19,879.00	0.00	19,879.00	19,879.00	0.00	0.00	19,879.00	100%	0.00	0.00
8.3	MEP Demo	0.000	0.00	0.00	5,435.00	5,435.00	0.00	5,435.00	5,435.00	0.00	0.00	5,435.00	100%	0.00	0.00
8.4	Saw cut	0.000	0.00	0.00	5,550.00	5,550.00	0.00	5,550.00	5,550.00	0.00	0.00	5,550.00	100%	0.00	0.00
8.5	Demobilization	0.000	0.00	0.00	900.00	900.00	0.00	900.00	900.00	0.00	0.00	900.00	100%	0.00	0.00
8.6	PCO ALLW-1 Mold Remediation Balance (See Line Item 9.3A and 21.4)	0.000	0.00	0.00	12,727.00	12,727.00	0.00	12,727.00	12,727.00	0.00	0.00	12,727.00	100%	0.00	0.00
9.0	Sitework														
9.1	Storm Drain Materials	0.000	0.00	0.00	33,500.00	33,500.00	0.00	33,500.00	33,500.00	0.00	0.00	33,500.00	100%	0.00	0.00
9.2	Storm Drain Labor	0.000	0.00	0.00	36,500.00	36,500.00	0.00	36,500.00	36,500.00	0.00	0.00	36,500.00	100%	0.00	0.00
9.3	Tree Trimming & Removal	0.000	0.00	0.00	16,200.00	16,200.00	0.00	16,200.00	16,200.00	0.00	0.00	16,200.00	100%	0.00	0.00
9.3A	Offset for Line Item 8.6	0.000	0.00	0.00	-12,727.00	-12,727.00	0.00	-12,727.00	-12,727.00	0.00	0.00	-12,727.00	100%	0.00	0.00
10.0	Concrete Work														
10.1	Concrete Material (Pads & Pour-backs)	0.000	0.00	0.00	13,500.00	13,500.00	0.00	13,500.00	13,500.00	0.00	0.00	13,500.00	100%	0.00	0.00
10.2	Concrete Labor (Pads & Pour-backs)	0.000	0.00	0.00	17,500.00	17,500.00	0.00	17,500.00	17,500.00	0.00	0.00	17,500.00	100%	0.00	0.00
11.0	Carpentry & Millwork														
11.1	Millwork & Countertops	0.000	0.00	0.00	34,206.00	34,206.00	0.00	34,206.00	34,206.00	0.00	0.00	34,206.00	100%	0.00	0.00
12.0	Roofing														
12.1	Roof & Gutter Repairs	0.000	0.00	0.00	24,500.00	24,500.00	0.00	24,500.00	24,500.00	0.00	0.00	24,500.00	100%	0.00	0.00
13.0	Openings														
13.1	Door, Frame, & Hardware Materials	0.000	0.00	0.00	104,030.00	104,030.00	0.00	104,030.00	104,030.00	0.00	0.00	104,030.00	100%	0.00	0.00
13.2	Door, Frame, & Hardware Installation	0.000	0.00	0.00	9,975.00	9,975.00	0.00	9,975.00	9,975.00	0.00	0.00	9,975.00	100%	0.00	0.00
14.0	Glass and Glazing System														
14.1	Glazing & Windows	0.000	0.00	0.00	20,000.00	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
15.0	Finishes														
15.1	Plaster	0.000	0.00	0.00	77,300.00	77,300.00	0.00	77,300.00	77,300.00	0.00	0.00	77,300.00	100%	0.00	0.00
15.2	Cold Formed Metal Framing & Drywall	0.000	0.00	0.00	107,456.00	107,456.00	0.00	107,456.00	107,456.00	0.00	0.00	107,456.00	100%	0.00	0.00
15.3	Acoustical Ceilings	0.000	0.00	0.00	44,000.00	44,000.00	0.00	44,000.00	44,000.00	0.00	0.00	44,000.00	100%	0.00	0.00
15.4	LVT Flooring	0.000	0.00	0.00	34,500.00	34,500.00	0.00	34,500.00	34,500.00	0.00	0.00	34,500.00	100%	0.00	0.00

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #20 June 2024 (R1)

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CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 20
APPLICATION DATE: 6/1/2024
PERIOD TO: 6/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
15.5	Painting	0.000	0.00	0.00	33,400.00	33,400.00	0.00	33,400.00	33,400.00	0.00	0.00	33,400.00	100%	0.00	0.00
15.6	Power Wash & Cleaning	0.000	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	2,800.00	0.00	0.00	2,800.00	100%	0.00	0.00
16.0	Specialties														
16.1	Flagpoles	0.000	0.00	0.00	4,000.00	4,000.00	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
17.0	Mechanical - Plumbing														
17.1	Labor, Materials, Equipment	0.000	0.00	0.00	21,400.00	21,400.00	0.00	21,400.00	21,400.00	0.00	0.00	21,400.00	100%	0.00	0.00
18.0	Mechanical - HVAC														
18.1	Mobilization	0.000	0.00	0.00	6,959.00	6,959.00	0.00	6,959.00	6,959.00	0.00	0.00	6,959.00	100%	0.00	0.00
18.1	HVAC Demo Labor	0.000	0.00	0.00	7,352.00	7,352.00	0.00	7,352.00	7,352.00	0.00	0.00	7,352.00	100%	0.00	0.00
18.3	HVAC Equipment Material	0.000	0.00	0.00	220,427.00	220,427.00	0.00	220,427.00	220,427.00	0.00	0.00	220,427.00	100%	0.00	0.00
18.4	HVAC Specialties & Trim Material	0.000	0.00	0.00	4,301.00	4,301.00	0.00	4,301.00	4,301.00	0.00	0.00	4,301.00	100%	0.00	0.00
18.5	HVAC Specialties & Trim Labor	0.000	0.00	0.00	7,505.00	7,505.00	0.00	7,505.00	7,505.00	0.00	0.00	7,505.00	100%	0.00	0.00
18.6	Copper Material	0.000	0.00	0.00	863.00	863.00	0.00	863.00	863.00	0.00	0.00	863.00	100%	0.00	0.00
18.7	Copper Labor	0.000	0.00	0.00	6,703.00	6,703.00	0.00	6,703.00	6,703.00	0.00	0.00	6,703.00	100%	0.00	0.00
18.8	HVAC Insulation Subcontractor	0.000	0.00	0.00	8,400.00	8,400.00	0.00	8,400.00	8,400.00	0.00	0.00	8,400.00	100%	0.00	0.00
18.9	HVAC Duct work Subcontractor	0.000	0.00	0.00	34,440.00	34,440.00	0.00	34,440.00	34,440.00	0.00	0.00	34,440.00	100%	0.00	0.00
18.10	HVAC Test & Balance Subcontractor	0.000	0.00	0.00	3,150.00	3,150.00	0.00	3,150.00	3,150.00	0.00	0.00	3,150.00	100%	0.00	0.00
18.11	HVAC Rigging & Hoisting Subcontractor	0.000	0.00	0.00	1,080.00	1,080.00	0.00	1,080.00	1,080.00	0.00	0.00	1,080.00	100%	0.00	0.00
18.12	HVAC Startup	0.000	0.00	0.00	2,284.00	2,284.00	0.00	2,284.00	2,284.00	0.00	0.00	2,284.00	100%	0.00	0.00
18.13	Close out Documents	0.000	0.00	0.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	100%	0.00	0.00
19.0	Electrical Systems														
19.1	Underground Material	0.000	0.00	0.00	1,734.00	1,734.00	0.00	1,734.00	1,734.00	0.00	0.00	1,734.00	100%	0.00	0.00
19.2	Underground Labor	0.000	0.00	0.00	353.00	353.00	0.00	353.00	353.00	0.00	0.00	353.00	100%	0.00	0.00
19.3	Raceway Material	0.000	0.00	0.00	8,626.00	8,626.00	0.00	8,626.00	8,626.00	0.00	0.00	8,626.00	100%	0.00	0.00
19.4	Raceway Labor	0.000	0.00	0.00	12,699.00	12,699.00	0.00	12,699.00	12,699.00	0.00	0.00	12,699.00	100%	0.00	0.00
19.5	Wire Material	0.000	0.00	0.00	5,857.00	5,857.00	0.00	5,857.00	5,857.00	0.00	0.00	5,857.00	100%	0.00	0.00
19.6	Wire Labor	0.000	0.00	0.00	5,953.00	5,953.00	0.00	5,953.00	5,953.00	0.00	0.00	5,953.00	100%	0.00	0.00
19.7	Gear Material	0.000	0.00	0.00	11,448.00	11,448.00	0.00	11,448.00	11,448.00	0.00	0.00	11,448.00	100%	0.00	0.00
19.8	Gear Labor	0.000	0.00	0.00	1,045.00	1,045.00	0.00	1,045.00	1,045.00	0.00	0.00	1,045.00	100%	0.00	0.00
19.9	Fixture Material	0.000	0.00	0.00	44,592.00	44,592.00	0.00	44,592.00	44,592.00	0.00	0.00	44,592.00	100%	0.00	0.00
19.10	Fixture Labor	0.000	0.00	0.00	7,703.00	7,703.00	0.00	7,703.00	7,703.00	0.00	0.00	7,703.00	100%	0.00	0.00
19.11	Device Material	0.000	0.00	0.00	305.00	305.00	0.00	305.00	305.00	0.00	0.00	305.00	100%	0.00	0.00
19.12	Device Labor	0.000	0.00	0.00	2,198.00	2,198.00	0.00	2,198.00	2,198.00	0.00	0.00	2,198.00	100%	0.00	0.00
19.13	Demo Labor	0.000	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
19.14	Temporary Power	0.000	0.00	0.00	5,637.00	5,637.00	0.00	5,637.00	5,637.00	0.00	0.00	5,637.00	100%	0.00	0.00
20.0	Life Safety Systems														
20.1	Fire Alarm	0.000	0.00	0.00	16,721.00	16,721.00	0.00	16,721.00	16,721.00	0.00	0.00	16,721.00	100%	0.00	0.00
21.0	Allowances & Contingencies														
21.1	Owner Contingency	0.000	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.2	Design/Builder Contingency	0.000	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.3	Building Permit Allowance	0.000	0.00	0.00	2,099.00	2,099.00	0.00	2,099.00	2,099.00	0.00	0.00	2,099.00	100%	0.00	0.00
21.4	Mold Removal / Remediation Allowance	0.000	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00

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APPLICATION NUMBER: 20
APPLICATION DATE: 6/1/2024
PERIOD TO: 6/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
21.5	Interior Signage Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.6	Repair / Reconfigure Existing Sign Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.7	Ornamental Gates / Hardware Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.8	Misc. Cut & Patch Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.9	Storage Room Insulation Allowance	0.000	0.00	0.00	6,000.00	6,000.00	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	0.00
21.1	Storage 112C Water Intrusion Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.2	Fire Extinguisher & Cabinets Allowance	0.000	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	100%	0.00	0.00
21.3	Property Inspection Correction Allowance	0.000	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
21.4	Erosion Control / Site Repairs Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
22.0	Change Orders to Exhibit E														
22.1	Change Order No. 1 = ALLW #2, ALLW #3, PCO #2, PCO #4, PCO #5, & PCO #7	0.000	0.00	0.00	122,435.85	122,435.85	0.00	122,435.85	122,435.85	0.00	0.00	122,435.85	100%	0.00	0.00
22.2	Change Order No. 2 = ALLW #4, CO #3, CO #6, CO #8, CO #9, CO #11, CO #12, & CO #13	0.000	0.00	0.00	233,968.97	233,968.97	0.00	233,968.97	233,968.97	0.00	0.00	233,968.97	100%	0.00	0.00
22.3	Change Order No. 3 = CO #25 Add dias	0.000	0.00	0.00	12,878.13	12,878.13	0.00	12,878.13	12,878.13	0.00	0.00	12,878.13	100%	0.00	0.00
	SWING SPACE TOTALS	0.000	184,531.00	184,531.00	2,195,094.95	2,379,625.95	0.00	2,379,625.95	2,359,158.95	18,717.00	0.00	2,377,875.95	100%	1,750.00	0.00
23.0	NEW COURTHOUSE DESIGN BUILD SERVICES														
23.1A	Courthouse Replacement Design Fees (Prog/SD)	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	231,188.37	33,026.91	0.00	264,215.28	32%	561,457.47	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	0.00	0.00	71,249.75	14%	455,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	926,691.08	132,384.44	0.00	1,059,075.52	32%	2,250,535.48	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	83,363.84	11,909.12	0.00	95,272.96	32%	202,455.04	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	423,150.24	0.00	0.00	423,150.24	24%	1,339,975.76	0.00
24.0	Demolition & Abatement														
24.1	Structure Demoliton & 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

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22523 Business Node Pay App #20 June 2024 (R1)

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CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 20
APPLICATION DATE: 6/1/2024
PERIOD TO: 6/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
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	121,960.00	60,980.00	0.00	182,940.00	75%	60,980.00	9,147.00
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	149.75
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	0.00	0.00	0.00	0%	88,606.00	0.00
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	7,150.00	0.00	0.00	7,150.00	5%	135,850.00	357.50
25.9	Site Utilities (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	0.00	119,679.75	0.00	119,679.75	75%	39,893.25	5,983.99
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work												62%		
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	0.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	2,531.90	0.00	0.00	2,531.90	10%	22,787.10	126.60
26.3	Concrete Piles (Tucker)	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab (Tucker)	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	0.00	41,250.00	0.00	41,250.00	15%	233,750.00	2,062.50
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	0.00	85,000.00	0.00	85,000.00	20%	340,000.00	4,250.00
27.0	Masonry												2%		
27.1	Mobilization, Submittals, Shop Drawings, & Engin	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	83,335.20	0.00	0.00	83,335.20	78%	23,504.80	4,166.76
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	0.00	0.00	0.00	0.00	0%	185,668.00	0.00
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	0.00	0.00	0.00	0.00	0%	196,059.00	0.00
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	0.00	0.00	0.00	0.00	0%	196,059.00	0.00
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	0.00	0.00	0.00	0.00	0%	382,658.00	0.00
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	0.00	0.00	0.00	0.00	0%	1,066,000.00	0.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	0.00	0.00	0.00	0.00	0%	67,141.00	0.00
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	0.00	15,270.00	0.00	15,270.00	40%	22,905.00	763.50
28.0	Metals												94%		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,784,955.00	37,578.00	0.00	1,822,533.00	97%	56,367.00	91,126.65
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	144,200.00	346,080.00	0.00	490,280.00	85%	86,520.00	24,514.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	12,500.00	0.00	12,500.00	50%	12,500.00	625.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	53,195.85	0.00	0.00	53,195.85	45%	65,017.15	2,659.79
28.50	Fabrication, Materials (Livers)	0.000	0.00	0.00	0.00	0.00	359,993.00	359,993.00	0.00	0.00	0.00	0.00	0%	359,993.00	0.00
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	0.00	0.00	0.00	0.00	0%	134,660.00	0.00
29.0	Carpentry & Millwork												10%		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	0.00	105,975.00	0.00	105,975.00	10%	953,775.00	5,298.75
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 (EIFS)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	0.00	0.00	0.00	0.00	0%	179,200.00	0.00

SEDALCO CONSTRUCTION SERVICES

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30.3	Fluid Applied Air Barrier & Sealants	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	0.00	0.00	0.00	0.00	0%	330,061.00	0.00
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	0.00	0.00	0.00	0.00	0%	1,838,037.00	0.00
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	0.00	26,126.80	0.00	26,126.80	14%	160,493.20	1,306.34
31.0	Openings														
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	0.00	2,345.44	0.00	2,345.44	1%	466,741.57	117.27
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	0.00	0.00	0%	47,298.00	0.00
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	0.00	0.00	0.00	0.00	0%	34,900.00	0.00
32.0	Glass and Glazing System												5%		
32.1	Shop Drawings & Submittals	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	18,000.00	18,000.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	0.00	0.00	0.00	0.00	0%	475,000.00	0.00
32.3	Brake Metal	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	0.00	0.00	0.00	0.00	0%	43,000.00	0.00
32.4	Curtain wall	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	0.00	0.00	0.00	0.00	0%	237,000.00	0.00
32.5	Storefront	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	0.00	0.00	0.00	0.00	0%	97,000.00	0.00
32.6	Aluminum Wall caps	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	0.00	0.00	0.00	0.00	0%	8,000.00	0.00
32.7	Transaction Windows	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	0.00	48,300.00	0.00	48,300.00	35%	89,700.00	2,415.00
32.8	Glass Materials	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	0.00	0.00	0.00	0.00	0%	272,000.00	0.00
32.9	Shadow box	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	0.00	0.00	0.00	0.00	0%	16,000.00	0.00
33.10	Equipment	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	0.00	0.00	0.00	0.00	0%	76,000.00	0.00
33.11	Caulking	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	0.00	0.00	0.00	0.00	0%	106,000.00	0.00
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	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
33.0	Finishes														
33.1	Moisture Mitigation Control - Slab-on-Grade	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	0.00	6,672.00	0.00	6,672.00	25%	20,016.00	333.60
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	19,523.91	78,095.64	0.00	97,619.55	5%	1,854,771.45	4,880.98
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	0.00	86,100.00	86,100.00	0.00	0.00	0.00	0.00	0%	86,100.00	0.00
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	0.00	0.00	0.00	0.00	0%	146,747.00	0.00
33.6	Stretched-Fabric Ceilings	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	0.00	0.00	0.00	0.00	0%	80,015.00	0.00
33.7	Ceramic Tile (Level 1) (Camarta)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	0.00	0.00	0.00	0.00	0%	158,395.00	0.00
33.8	Ceramic Tile (Level 2)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	0.00	0.00	0.00	0.00	0%	104,629.00	0.00
33.9	Ceramic Tile (Level 3)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	0.00	0.00	0.00	0.00	0%	25,691.00	0.00
34.10	Ceramic Tile (Level 4)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	0.00	0.00	0.00	0.00	0%	114,885.00	0.00
34.11	Epoxy Terrazzo	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	0.00	0.00	0.00	0.00	0%	210,300.00	0.00
34.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	25,731.50	0.00	0.00	25,731.50	50%	25,731.50	1,286.58
34.13	Wood Flooring	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
34.14	Resilient & Carpet Flooring	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	0.00	0.00	0.00	0.00	0%	173,170.00	0.00
34.15	Painting (SPD)	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	18,136.25	0.00	0.00	18,136.25	10%	163,226.25	906.81
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	5,363.75	0.00	0.00	5,363.75	10%	48,273.75	268.19
34.17	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0%	22,500.00	0.00
34.0	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	0.00	0.00	0.00	0.00	0%	86,947.00	0.00

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34.2	Toilet Accessories	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	0.00	0.00	0.00	0.00	0%	29,530.00	0.00
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	0.00	0.00	0.00	0.00	0%	89,823.00	0.00
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0%	3,450.00	0.00
34.5	Tackboards & Tackboard Cabinets	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00
35.0	Conveying Systems														
35.1	Elevators	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	0.00	236,798.00	0.00	236,798.00	50%	236,798.00	11,839.90
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	0.00	0.00	0.00	0.00	0%	303,660.00	0.00
37.0	Mechanical - Plumbing												11%		
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
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	0.00	0.00	0.00	0.00	0%	163,671.00	0.00
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	0.00	0.00	0.00	0.00	0%	142,079.00	0.00
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	0.00	0.00	0.00	0.00	0%	246,863.00	0.00
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	0.00	0.00	0.00	0.00	0%	54,981.00	0.00
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	12,669.75	0.00	0.00	12,669.75	25%	38,009.25	633.49
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	0.00	0.00	0.00	0.00	0%	7,606.00	0.00
37.9	Fixtures & punchlist	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	0.00	0.00	0.00	0.00	0%	107,044.00	0.00
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	208,802.00	208,802.00	0.00	0.00	0.00	0.00	0%	208,802.00	0.00
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	0.00	0.00	0.00	0.00	0%	50,400.00	0.00
38.0	Mechanical - HVAC												31%		
38.1	HVAC (DerryBerry)	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	1,396.61	5,586.44	0.00	6,983.05	5%	132,677.95	349.15
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	14,898.72	29,797.44	0.00	44,696.16	6%	700,239.84	2,234.81
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	31,846.65	0.00	0.00	31,846.65	15%	180,464.35	1,592.33
38.4	VAV's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	3,941.20	15,764.80	0.00	19,706.00	5%	374,414.00	985.30
38.5	RTU's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	6,481.72	576,873.08	0.00	583,354.80	90%	64,817.20	29,167.74
38.6	Testing, Adjusting, & Balancing (DerryBerry)	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	673.00	2,692.00	0.00	3,365.00	5%	63,935.00	168.25
39.0	Electrical Systems												14%		
39.01	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	80,507.35	0.00	0.00	80,507.35	55%	65,869.65	4,025.37
39.02	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	70,093.45	0.00	0.00	70,093.45	35%	130,173.55	3,504.67
39.03	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	74,816.40	0.00	0.00	74,816.40	20%	299,265.60	3,740.82
39.04	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	0.00	23,402.20	0.00	23,402.20	10%	210,619.80	1,170.11
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	0.00	0.00	0.00	0.00	0%	574,742.00	0.00
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	0.00	15,202.20	0.00	15,202.20	10%	136,819.80	760.11
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	0.00	0.00	0.00	0.00	0%	245,888.00	0.00
40.0	Low Voltage Systems												4%		
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	0%	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	22,959.90	22,959.90	0.00	45,919.80	10%	413,278.20	2,295.99

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #20 June 2024 (R1)

Printed 7/1/2024 11:43 AM

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 20
APPLICATION DATE: 6/1/2024
PERIOD TO: 6/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
40.3	Access Control & Video Management Systems	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	0.00	0.00	0.00	0.00	0%	469,262.00	0.00
41.0	Life Safety Systems														
41.1	Fire Alarm	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	0.00	7,919.40	0.00	7,919.40	10%	71,274.60	395.97
42.0	Allowances & Contingencies												4%		
42.10	Remaining Owner Contingency	0.000	0.00	0.00	0.00	0.00	1,034,059.86	1,034,059.86	0.00	0.00	0.00	0.00	0%	1,034,059.86	0.00
42.11	ALLW #2 = Additional signage at the Tax Office	0.000	0.00	0.00	0.00	0.00	2,092.14	2,092.14	0.00	2,092.14	0.00	2,092.14	100%	0.00	104.61
42.12	ALLW #11 = ASI #1 - Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	0.00	0.00	0.00	0.00	0%	12,270.00	0.00
42.13	ALLW #15 = RFI #70 - Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	0.00	0.00	0.00	0.00	0%	43,723.00	0.00
42.14	ALLW #16 = Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	0.00	14,850.68	0.00	14,850.68	26%	42,267.32	742.53
42.15	ALLW #10 = Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	0.00	530.00	0.00	530.00	10%	4,770.00	26.50
42.16	ALLW #17 = ASI #2 Roller Shades & Deal Trays	0.000	0.00	0.00	0.00	0.00	5,618.00	5,618.00	0.00	0.00	0.00	0.00	0%	5,618.00	0.00
42.17	ALLW #20 - RFI #60- Add redundancy fiber conduit	0.000	0.00	0.00	0.00	0.00	37,600.00	37,600.00	0.00	18,800.00	0.00	18,800.00	50%	18,800.00	940.00
42.18	ALLW #18 - Restroom Buildout on Level 3	0.000	0.00	0.00	0.00	0.00	101,304.00	101,304.00	0.00	0.00	0.00	0.00	0%	101,304.00	0.00
42.19		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
42.50	Remaining Design/Builder Contingency	0.000	0.00	0.00	0.00	0.00	739,579.00	739,579.00	0.00	0.00	0.00	0.00	0%	739,579.00	0.00
42.51	ALLW #21 = RFI #42 - Lobby Window Discrepancy	0.000	0.00	0.00	0.00	0.00	1,288.00	1,288.00	0.00	0.00	0.00	0.00	0%	1,288.00	0.00
42.52	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	0.00	0.00	0.00	0%	38,216.00	0.00
42.53	ALLW #23 = ASI #3 -Oil Separator & Roof Drains changes	0.000	0.00	0.00	0.00	0.00	52,023.00	52,023.00	0.00	20,809.20	0.00	20,809.20	40%	31,213.80	1,040.46
42.54	ALLW #22 = ASI #2 - Dias, sink, revised plumbing	0.000	0.00	0.00	0.00	0.00	62,015.00	62,015.00	0.00	0.00	0.00	0.00	0%	62,015.00	0.00
42.55		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
42.100	Remaining County Seal Allowance	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
42.101		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
42.110	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	0.00	14,470.00	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	0.00	7,000.00	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	0.00	3,307.00	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
42.120	Remaining Existing Foundation Conflict	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.121		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.130	Remaining Overhead Support for Cleaning	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
42.131		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
42.140	Remaining Mock-up Allowance	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.141		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.150	Remaining Decorative Bollard Allowance	0.000	0.00	0.00	0.00	0.00	-6,400.00	-6,400.00	0.00	0.00	0.00	0.00	0%	-6,400.00	0.00
42.151	ACO 3002 Decorative Bollards	0.000	0.00	0.00	0.00	0.00	29,400.00	29,400.00	0.00	2,940.00	0.00	2,940.00	10%	26,460.00	147.00
42.160	Remaining Permit Comment	0.000	0.00	0.00	0.00	0.00	59,053.00	59,053.00	0.00	0.00	0.00	0.00	0%	59,053.00	0.00
42.161	ALLW #13 = ASI 1 Changes per City (Civil)	0.000	0.00	0.00	0.00	0.00	40,947.00	40,947.00	0.00	30,710.25	0.00	30,710.25	75%	10,236.75	1,535.51
42.162		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.170	Remaining Relocate Memorial Tree	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.171	Reallocate, store, maintain, and replant	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	5,000.00	0.00	5,000.00	50%	5,000.00	250.00
42.180	Remaining Water Meter / Backflow	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.181		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #20 June 2024 (R1)

Printed 7/1/2024 11:43 AM

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 20
APPLICATION DATE: 6/1/2024
PERIOD TO: 6/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.190	Remaining Paving repairs Allowance	0.000	0.00	0.00	0.00	0.00	213,050.00	213,050.00	0.00	0.00	0.00	0.00	0%	213,050.00	0.00
42.191		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.200	Remaining DAS / ERRCS Allowance	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
42.201		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
42.210	Remaining DAS / Cellular System	0.000	0.00	0.00	0.00	0.00	185,271.00	185,271.00	0.00	0.00	0.00	0.00	0%	185,271.00	0.00
42.211		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
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	41,043,800.00	9,711,750.14	2,338,677.83	0.00	11,950,427.97	29%	29,093,172.04	314,372.67
	Contract Total	1,273,310.000	1,315,059.00	2,588,369.00	2,195,094.95	4,783,463.95	38,625,292.00	43,423,225.95	12,070,909.09	2,257,394.83	0.00	14,328,303.92	33%	29,094,922.04	314,372.67

SEDALCO
CONSTRUCTION SERVICES

Waller County Design Build Overview

Printed on 6/27/2024 at 11:37 AM

Date: 6/27/2024

Description	Original Contract Amount In Exhibit A 5/12/2021	Amount Added In Exhibit B 5/2/2022	Total Through Exhibit B	Amount Added In Exhibit C 2/6/2023	Total Through Exhibit C	Amount Added In Exhibit D 4/26/2023	Total Through Exhibit D	Amount Added In Exhibit E 5/17/2023	Total Through Exhibit E	Amount Added In Swing Space Change Order # 001 8/2/2023	Total Through Swing Space Change Order # 001	Amount Added In Swing Space Change Order # 002 9/18/2023	Total Through Swing Space Change Order # 002	Amount Added In Exhibit F 10/4/2023	Total Through Exhibit F	Amount Added In Exhibit G 11/17/2023	Total Through Exhibit G	Amount Added In Swing Space Change Order # 003 3/6/2024	Total Through Swing Space Change Order # 003
Programming, Pre-Schematic, & Assessments																			
Programming, Pre-Schematic, & Assessments Costs	$358,353.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROGRAMMING & ASSESSMENTS TOTAL	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62
Maintenance Node																			
Maintenance Node Design Services	$0.00	$970,500.00	$970,500.00	($114,476.00)	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance Node Total	$0.00	$970,500.00	$970,500.00	($114,476.00)	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00
BUSINESS NODE																			
Courthouse Design Services	$0.00	$1,273,310.00	$1,273,310.00	$1,130,528.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00
Courthouse 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	$38,639,762.00	$38,639,762.00	$0.00	$38,639,762.00	$0.00	$0.00
Courthouse Total	*$0.00*	*$1,273,310.00*	*$1,273,310.00*	*$1,130,528.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$38,639,762.00*	*$41,043,600.00*	*$0.00*	*$41,043,600.00*	*$0.00*	*$41,043,600.00*
Swing Space Design Services	$0.00	$0.00	$0.00	$184,531.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00
Swing Space Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,825,812.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00
Swing Space Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85
Swing Space Change Order # 002	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97	$233,968.97	$0.00	$233,968.97	$0.00	$233,968.97	$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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,878.13	$12,878.13
Swing Space Total	*$0.00*	*$0.00*	*$0.00*	*$184,531.00*	*$184,531.00*	*$0.00*	*$184,531.00*	*$1,825,812.00*	*$2,010,343.00*	*$122,435.85*	*$2,132,778.85*	*$233,968.97*	*$2,366,747.82*	*$0.00*	*$2,366,747.82*	*$0.00*	*$2,366,747.82*	*$12,878.13*	*$2,379,625.95*
Business Node Totals	$0.00	$1,273,310.00	$1,273,310.00	$1,315,059.00	$2,588,369.00	$0.00	$2,588,369.00	$1,825,812.00	$4,414,181.00	$122,435.85	$4,536,616.85	$233,968.97	$4,770,585.82	$38,639,762.00	$43,410,347.82	$0.00	$43,410,347.82	$12,878.13	$43,423,225.95
Judicial Node																			
Justice Tower Design Services	$0.00	$3,572,550.00	$3,572,550.00	$2,015,777.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$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	$0.00	$0.00	$0.00	$0.00	$0.00
Judicial Node Total	$0.00	$3,572,550.00	$3,572,550.00	$2,015,777.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Macerator, Hoist, & Valve Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00
Macerator, Hoist, & Valve Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,921.00	$230,921.00	$0.00	$230,921.00
507 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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
506 Upgrades & Modular Building Totals	$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	$0.00	$230,921.00	$230,921.00	$0.00	$230,921.00
Design Build Contract Total	$358,353.62	$5,816,360.00	$6,174,713.62	$3,316,360.00	$9,391,073.62	$264,316.00	$9,655,389.62	$1,825,812.00	$11,481,201.62	$122,435.85	$11,603,637.47	$233,968.97	$11,837,606.44	$38,639,762.00	$50,477,368.44	$230,921.00	$50,708,289.44	$12,878.13	$50,721,167.57

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12401

To Owner: Waller County
836 Austin Street, Suite 103
Hempstead, TX 77445

Project: 23543. Waller County 506 Upgrades & Modular Building

Application No.: 4

Distribution to:
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐
- ☐

Period To: 5/31/2024

From Contractor: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: TBD

Contract For: New Construction

Contract Date: 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$230,921.00
2. Net Change By Change Order		$0.00
3. Contract Sum To Date		$230,921.00
4. Total Completed and Stored To Date		$89,648.57
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$89,648.57
7. Less Previous Certificates For Payments		$83,065.57
8. Current Payment Due		$6,583.00
9. Balance To Finish, Plus Retainage		$141,272.43

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 5/20/24

State of: Texas County of: Tarrant
Subscribed and sworn to before me this 21st day of May 2024
Notary Public: _____
My Commission expires: 12/20/27

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 20, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $6,583.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Charles L. Goodman
By: _____ Date: 5/29/2024

Digitally signed by Charles L. Goodman
DN: C=US, E=cgoodman@bsw-architects.com, O=BSW Architects, OU=BSW Architects, CN=Charles L. Goodman
Date: 2024.05.29 09:04:39 -05'00'

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

125-600-581620

APPROVED DANNY ROTHE WC/DF/CM 6/6/2024

CONTINUATION SHEET

Item 33.

Application and Certification 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 No. : 4
Application Date : 05/24/24
To: 05/31/24
Architect's Project No.: TBD

Invoice # : 12401 **Contract :** 23543. Waller County 506 Upgrades & Modular Building

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
1	BSW Design Fees	203,800.00	76,647.50	6,000.00	0.00	82,647.50	40.55%	121,152.50	0.00
2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	57.62	0.00	0.00	57.62	0.58%	9,942.38	0.00
3	Preconstruction Services (per Exhibit G)	7,500.00	2,786.25	255.00	0.00	3,041.25	40.55%	4,458.75	0.00
4	OH&P	9,621.00	3,574.20	328.00	0.00	3,902.20	40.56%	5,718.80	0.00
5	Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Grand Totals	**230,921.00**	**83,065.57**	**6,583.00**	**0.00**	**89,648.57**	**38.82%**	**141,272.43**	**0.00**

AT&T Texas
CR: 31181
May 9, 2024

May 9, 2024

Waller County
Danny Rothe
425 FM 1488
Hempstead TX 77445

RE: Customer Record Number 31181

Dear Mr. Rothe,

This letter is regarding your request for Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "SWBT") to perform construction services for you. Enclosed please find an Application and Letter of Agreement for Construction Services. This application describes the construction services you have requested along with the associated charges for us to do the work.

Both the **SIGNED APPLICATION** and the **PURCHASE ORDER** must be received before we can proceed on your behalf with the work. Our mailing address for these documents is listed below:

AT&T-CWO
Attn: Gail Moon
14575 PRESIDIO SQUARE BLVD, FLR 1, RM 111
HOUSTON TX 77083

Please send purchase order made payable to AT&T.

If you decide not to proceed with this work, please call so that we may cancel your request. Project engineer Paul Melkun 346-452-1598.

Please refer to the record number at the top of your application to assist in locating your file.

Sincerely,

Gail Moon

AT&T Texas

AT&T Texas
CR: 31181
May 9, 2024

APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

May 9, 2024

Customer Record Number: 31181
Customer Billing Telephone Number: N/A

BILL TO: Waller County
425 FM 1488
Hempstead TX 77445

WORK SITE LOCATION: 836 Austin St, Hempstead TX 77445

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED: This project will require removal of approximately 609' of aerial 900-pr copper cable, 2 terminals and 3 poles, then placement of approximately 609' of buried 900-pr copper cable, and 1 new pole.

ESTIMATED AT&T LABOR EXPENSE: $32,746.31; ESTIMATED CONTRACT LABOR EXPENSE: $7,478.85; ESTIMATED MATERIAL EXPENSE: $7,003.82

ESTIMATED CHARGE FOR CONSTRUCTION SERVICES: $47,228.98
(Actual charges may exceed this estimated cost.)

ESTIMATED TOTAL DUE: $47,228.98

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas, (hereafter "SWBT") perform the above-described construction services on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such services plus applicable taxes. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with Southwestern Bell Telephone Company's ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by SWBT has been considered only as an estimate of approximate costs and that the actual costs incurred by SWBT in doing the work at the time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T.

ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from **May 9, 2024**. If the charges are not accepted within 60 days, the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

PAYMENT

Applicant agrees to make an advance payment of **$0.00** prior to commencement of the work. Charges for construction services and applicable taxes will be billed on a special bill separate from the bill that Applicant receives for telephone service. Charges will be billed upon project completion.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company will cease all work activity on the project until payment is made.



AT&T Texas
CR: 31181
May 9, 2024

When the Applicant agrees to Interval Billing *, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

*Applicable to orders over $25,000 and work will take 6 or more months to complete

TAXES

Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar charges, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Gail Moon, 14575 Presidio Square Blvd, Rm 111, Houston TX 77083.** If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company, in writing of the cancellation. Southwestern Bell Telephone Company will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company at the time of this agreement, Southwestern Bell Telephone Company will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.
Conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.



AT&T Texas
CR: 31181
May 9, 2024

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants, or employees, before Southwestern Bell Telephone Company proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants, or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

TIME TO COMPLETE

Any representation by Southwestern Bell Telephone Company, its agents, servants, or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company., its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

AT&T Texas
CR: 31181
May 9, 2024

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties. Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

Customer Record # 31181
ACCEPTED FOR CUSTOMER:

_____
Authorized Signature

Printed Name:_____

Date: _____

ACCEPTED FOR AT&T:

_____
Authorized Signature

AT&T Texas
- **De'Angelo Barnes**
- **Sr Specialist Customer Contracts**

Date:_____

AT&T Texas
CR: 31181
May 9, 2024

BILLING INVOICE

May 9, 2024

CWO Number / Invoice Number: 31181

BILL TO: **Waller County**
425 FM 1488
Hempstead TX 77445

WORK LOCATION: 836 Austin St, Hempstead TX 77445

DESCRIPTION OF CUSTOM WORK: This project will require removal of approximately 609' of aerial 900-pr copper cable, 2 terminals and 3 poles, then placement of approximately 609' of buried 900-pr copper cable, and 1 new pole.

ESTIMATED AT&T LABOR: **$32,746.31**
ESTIMATED CONTRACTOR LABOR: **$7,478.85**
ESTIMATED MATERIAL COST: **$7,003.82**

CHARGE FOR CUSTOM WORK: .....ESTIMATED COST: $ 47,228.98
LESS ENGINEERING PREP FEE: ..... $ -0.00
BALANCE DUE: ..... $ 47,228.98
(Actual charges may exceed this estimated cost)

****

SEND PAYMENT TO:

AT&T – CWO
Attn: Gail Moon
14575 Presidio Square Blvd

AT&T Texas
CR: 31181
May 9, 2024

Floor 1 – Room 111
Houston, TX 77083

To ensure proper credit, please include your CWO number 31181 on your purchase order.

Make PO payable to AT&T

THANK YOU!

THE
RANDLE
LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6087
Date: 06-04-2024

Waller County

Matter Name:General

Registration # 013912
Joan Sargent Waller Co. Treasurer
Deputy MF Date 6/6/24

Services

Date	Staff	Description	Hours	Rate	Amount
05-13-24	DM	Reviewed CC agenda for 05/15/24; observed Ex A missing from MOU with Katy; contacted RP who obtained survey map and M & B description form developer; T/C to Debbie Hollan and forwarded Ex A. for inclusion in packet.	0.60	400.00	$240.00
05-14-24	DM	Research competitive bidding and emergency (bridge closed).	1.10	400.00	$440.00
05-15-24	JGR	Work on emergency expenditures and county assistant districts.	0.90	400.00	$360.00
05-15-24	JGR	Work on road contract.	0.40	400.00	$160.00
05-15-24	DM	Prepared memo to question regarding exemption from competitive bidding in emergency situation (closed bridge); forwarded to JGR	0.50	400.00	$200.00
05-15-24	SS	SOS Entity Search for Cobb, Fendley, & Associates for DM.	0.30	175.00	$52.50
05-15-24	DM	Began review of contract with Cobb Fendley for traffic engineering.	1.00	400.00	$400.00
05-15-24	DM	Began work on county assistance district.	0.60	400.00	$240.00
05-16-24	JGR	Work on assistance districts.	0.30	400.00	$120.00
05-16-24	DM	Work on creation of county assistance districts and sales & use tax.	1.20	400.00	$480.00
05-16-24	DM	Worked on professional services agreement with Cobb Fendley.	0.70	400.00	$280.00
05-21-24	DM	Reviewed STS modifications to contract.	0.30	400.00	$120.00
05-21-24	JGR	Receipt and review of various docs from county.	0.30	400.00	$120.00

05-21-24	SS	Amended fee agreement to include general legal services for DM review.	0.30	175.00	$52.50
05-22-24	DM	Reviewed emails from Liz Dorsey & Robert Pechukas regarding Matthews Park and Houston Airport Park.	0.40	400.00	$160.00
05-22-24	JGR	Read and respond to various emails on projects and work on same.	1.90	400.00	$760.00
05-22-24	DM	Worked on county assistance districts project	0.40	400.00	$160.00
05-23-24	JGR	Review contract.	0.70	400.00	$280.00
05-23-24	DM	Reviewed Houston Airport Park contract for due diligence studies.	1.00	400.00	$400.00
05-27-24	JGR	work on contact with cobb finly	0.30	400.00	$120.00
05-27-24	DM	Reviewed notes and consulted with JGR regarding professional services contract with Cobb Fendley & Associates, Inc.	0.70	400.00	$280.00
05-27-24	DM	Finalized edits to Professional Services Agreement with Cobb Fendley and forwarded to R. Pechukas and engineer Ross McCall.	1.50	400.00	$600.00
05-28-24	JGR	Work on airport licenses and park dedication.	1.00	400.00	$400.00
05-28-24	DM	Houston Airport Park reviewed indemnification and insurance provisions, consulted with JGR; made comments to due diligence agreement.	1.00	400.00	$400.00
05-29-24	JGR	Approve license agreement.	0.50	400.00	$200.00
05-29-24	DM	Re: Open space license for due diligence HAS park; forwarded markup to Collins with City of Houston.	0.30	400.00	$120.00
05-29-24	DM	Viewed commissioners court re: traffic engineering contract between County & Cobb Fendley.	0.30	400.00	$120.00
05-29-24	DM	Worked on Mathews Park deeds and donation agreement.	1.50	400.00	$600.00
05-30-24	DM	Continued work on Mathews Park project.	2.00	400.00	$800.00
05-31-24	DM	Additional edits to Mathews deeds for park.	0.60	400.00	$240.00
				Services Subtotal:	$8,905.00

Expenses

05-14-24	BK	Attorney Research - Westlaw	1.00	109.79	$109.79
05-17-24	SS	SOS Entity Fee	1.00	1.00	$1.00
				Expenses Subtotal:	$110.79

Subtotal	$9,015.79
Total	$9,015.79
Payment	$0.00
Balance Due	$9,015.79

Detailed Statement Account Summary

Previous Balance:	$6,080.00
New Charges:	$9,015.79
Payments Applied:	$0.00
Total Amount Outstanding:	**$15,095.79**

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Debra Mergel	DM	15.70	400.00	$6,280.00
J. Grady Randle	JGR	6.30	400.00	$2,520.00
Saniyyah Smalls	SS	0.60	175.00	$105.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938