



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

**Wednesday, March 06, 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 Tax Assessor Collector to approve refunds in excess of \$500.00 in accordance with section 31.11 Texas Tax Code.
5. Request by County Auditor for approval and/or ratification of Accounts Payable.
- [6.](#) Request by County Engineer to approve a Permit to Construct Utility in Waller County right of way, by American Communications Construction, Inc. (Black & Veatch, Comcast of Houston LLC) for an underground and aerial fiber cable within the right of way of Wilson Road in Precinct 3.
- [7.](#) Ratify executed Amendment No. 5 to the County's GLO Contract No. 20-066-011-CO74 (CDBG-DR Buyout Program).

## **Requests to approve payments**

- [8.](#) \$183,309.50 for Invoice # 02152024GWA to Waller County Appraisal District from line item # 125-437-540500 [Tax Appraisal District].

## **CHILD WELFARE BOARD**

- [9.](#) Approve appointment of Child Welfare Board member Patricia Sanderlin for a 2-year term beginning January 2024 thru December 2025.
- [10.](#) Approve 2024 Agreement between Waller County and Waller County Child Welfare Board and payment of \$30,000.00 from line item 125-411-547220 [Waller Co Child Welfare Board] as allocated in the 2024 Budget.
11. Introduction of newly appointed Child Welfare Board Members.
12. Summary Report of 2023 Child Welfare Board activities.

## **COUNTY JUDGE**

13. Approve discretionary exemption pursuant to Local Government Code Section 262.024 to hire outside counsel for reviewal of subdivision development agreements.
14. Authorize the Director of Policy and Administration to enter contract negotiations for outside counsel services for reviewal of subdivision development agreements.

## **COUNTY ENGINEER**

- [15.](#) Approve the Final Acceptance of Sunterra Section 15 and accept roads for County Maintenance, as recommended.
- [16.](#) Approve the Substantial Completion/One Year Warranty Period for Kingsland Heights Section 5, with the maintenance period to be 08-24-2023 thru 08-24-2024.
- [17.](#) Presentation of Sunterra West - Phase 1 General Plan in Precinct 3.
- [18.](#) Approve the General Land Plan for Sofi Lakes Development in Precinct 3.
- [19.](#) Approve the General Land Plan of Margerstadt Road North Tract in Precinct 2.
20. Approve advertisement in The Waller County Express of a request for qualifications for traffic-specific engineering services. Funding to be paid from line item 125-401544100 [Bid Notices and Printing].
21. Rescind approval of Consent Agenda item #12 (approval of the Final Plat at Corner of Kingsland) from the February 20, 2024 Commissioners Court Meeting.
- [22.](#) Approve the final plat of Corner at Kingsland in Precinct 4, which was presented to Commissioners Court on February 20, 2024, with the following changes:

Removal of waterline easement that was shown in error.

Removal of storm sewer easement that was shown in error.

23. Rescind RFQ for Drainage-Specific Engineering Services (RFQ # 240207-14).

## **ENVIRONMENTAL DEPARTMENT**

[24.](#) Approve a variance request to the Subdivision Development Regulations, Engineering Design Standards, Section 2-Lot size, regarding the minimum lot size per dwelling, by Mrs. Celia Perez.

## **RECYCLE CENTER**

[25.](#) Approve electronic recycling policies and prices.

## **SHERIFF**

[26.](#) Approve purchase of 14 patrol and administrative vehicles.

27. Approve the creation of a Vehicle Maintenance division within the Sheriff's budget for the service and maintenance of all county owned and leased passenger trucks and vehicles.

## **COMMISSIONER, PRECINCT 3**

28. Approve Sunterra West-Phase 1 General Plan.

## **GRANT MANAGER**

[29.](#) Approve the purchase and installation of keypads and door locks for the Precinct 4 Annex in an amount not to exceed \$5,387.50. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

[30.](#) Authorize the County Judge to execute Amendment No. 3 relative to the Spring Creek Watershed Study (TWDB Commitment No. G1001333).

[31.](#) Authorize the County Judge to execute Amendment No. 3 relative to the Brazos River Flood Study (TWDB Commitment No. G1001319).

## **TREASURER**

[32.](#) Approve renewal of Affordable Care Act Reporting and Tracking Service (ARTS) agreement with Texas Association of Counties.

[33.](#) Spread upon the minutes the 2023 Certificates of Compliance awarded to Joan Sargent, County Treasurer.

## **MAINTENANCE**

[34.](#) Approve the purchase and installation of a truck bed from Texan Trailer- Big Tex Trailer World for \$8,390.00. Funds to be paid from line item 125-442-581700 [Equipment].

## **AUDITOR**

35. Approve 2024 budget adjustments and line-item transfers.

## **DIRECTOR OF FACILITIES**

- [36.](#) Discuss the Design of the moving of the generator from the old courthouse to the Annex.
- [37.](#) Approve the cost of the Judges Bench requested for County Court at Law #2 in the amount of \$12,878.13.
38. Presentation of Audio/Visual equipment for temporary courtroom.

## **MISCELLANEOUS**

- [39.](#) Approve Official Bonds and Oaths for County Court at Law Judge Carol Chaney.
40. Presentation by the 36A Coalition.
41. Designate Brian McQuiston II as the Public Information Coordinator.
- [42.](#) Approve Agreement between Waller County and Texana and payment of \$35,933.00 from line item 125-411-542254 [Texana Ctr Behavioral Healthcare] as allocated in the 2024 Budget.
- [43.](#) Approve Interlocal Cooperation Contract for Failure to Appear Program between the Texas Department of Public Safety and Waller County, and authorize the County Judge to sign.
- [44.](#) Approve 2023 Agreement between Colorado Valley Transit and Waller County and payment of \$10,000.00 from line item 125-411-547320 [Colorado Valley Transit] as allocated in the 2023 Budget.
- [45.](#) Approve payment of \$33,594.00 for Invoice # 10113464 to Halff from line item 125-401-54090 [Prof. Consultant Services].
- [46.](#) Approve Agreement between Waller County and CIRA for Website Hosting Services and Support. Payment of \$3,200.00 for Invoice # SOPO18804 from line item 125-411-545001 [Maintenance Contracts].
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 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.
48. 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**

49. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
50. 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.
51. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
52. 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  
TUESDAY – FEBRUARY 20, 2024**

**BE IT REMEMBERED** that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Tuesday, the 20<sup>th</sup> day of February 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

**CALL TO ORDER**

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

Carbett "Trey" J. Duhon III, County Judge – *via zoom meeting*  
 John A. Amsler, Commissioner Precinct 1  
 Walter Smith, Commissioner Precinct 2  
 Kendric D. Jones, Commissioner Precinct 3 – *arrived 9:18 a.m.*  
 Justin Beckendorff, Commissioner Precinct 4 – *Presiding Judge*  
 Debbie Hollan, County Clerk

Delivery of Invocation by: Commissioner Amsler

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

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

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Absent

Commissioner Beckendorff

– Yes

**PUBLIC COMMENT**

1. Larry Parr

**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 – February 7, 2024 Regular Session
3. Request by County Treasurer for approval of payroll.
4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Treasurer for approval of Monthly Report.

6. Request by County Auditor to approve official documents and all monthly reports.
7. Request by County Auditor for approval and / or ratification of Accounts Payable.
8. *Removed from Consent Agenda to vote on separately.*
9. Request from County Engineer to declare miscellaneous supplies and equipment to be surplus property under Local Government Code 263.152 and auction said items through the services of Rene Bates Auctioneers, Inc.
10. Request by County Engineer to approve the Final Plat of Trails at Cochran Ranch Section One and accept the Construction Bond in Precinct 3.
11. Request by County Engineer to approve the Final RePlat of Twinwood Commerce Center Reserve 15 in Precinct 4.
12. Request by County Engineer to approve the Final Plat of Corner at Kingsland in Precinct 4.

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

13. \$2,212.99 for Invoice #26 to King Architectural Consulting Services to be paid from line-item 604-604-545405 [Professional Services].
14. \$5,000.00 for Invoice # 2328 to TAG Houston Region from line-item 125-411-562300 [County Organizational Dues].
15. \$7,500.00 for Invoice # 08143 to Brazos Valley Council of Governments from line-item 125-525-546900 [BVCOG].
16. \$1,500.00 for Invoice # 2024-1002 to Highway 36A Coalition from line-item 125-411-561302 [Highway 36A Coalition].
17. \$2,016.00 for Invoice dated January 18, 2024 to Magnolia Funeral Home, Inc. from line-item 125-411-561502 [Pauper Burial Expense].

Motion to approve Consent Agenda made by Commissioner Smith, seconded by Commissioner Amsler.

Motion to approve Consent Agenda minus #8 by Commissioner Smith, seconded by Commissioner Amsler.

**Motion carried by 4-0 vote.**

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Absent

Commissioner Beckendorff – Yes

8. Approve payment of \$7,588 for Invoice# 38097 to Automated Shades for installation of shades in the Kuciemba Annex. Funds to be paid from line item 604-604-581837 [Swing Space].

Motion made by Commissioner Smith, seconded by Commissioner Amsler.

Commissioner Smith made motion to amend by adjusting the amount to \$7,188.00, seconded by Commissioner Amsler.

**Amendment carried by 4-0 vote.**

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Absent

Commissioner Beckendorff – Yes

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

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Absent

Commissioner Beckendorff – Yes

## ECONOMIC DEVELOPMENT

18. Approve Tax Abatement Agreement with CIV FCD Jordan Ranch, LLC and Coloplast Manufacturing US, LLC. Coloplast is the tax abatement applicant and tenant for property owned by CIV FCD Jordan Ranch. The property is located in the reinvestment zone known as Waller County Jordan Ranch Reinvestment Zone 14, located south of Interstate 10 near the intersection of Jordan Ranch Boulevard and Kingsland Boulevard. Coloplast will install equipment for manufacturing and distributing medical products at an estimated cost of \$1,300,000 over a period of 10 years.

Motion made by Commissioner Smith, seconded by Commissioner Amsler.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Absent

Commissioner Beckendorff – Yes

19. Terminate Tax Abatement Agreement with CIV FCD Jordan Ranch, LLC for spec building 2 (Contract ID # 221130-15b).

Motion made by Commissioner Smith, seconded by Commissioner Amsler.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Absent

Commissioner Beckendorff – Yes

20. Approve Tax Abatement Agreement with Urban Twinwood, LP, the tax abatement applicant and owner of the property located in Twinwood Business Park. The property is in the reinvestment zone known as Waller County Twinwood Business Park Reinvestment Zone 12, located south of Interstate 10 and west of Woods Road. Urban Twinwood will construct an office, manufacturing, warehouse facility of approximately 50,000 square feet at an estimated cost of approximately \$4,000,000.

Motion made by Commissioner Smith, seconded by Commissioner Amsler.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Absent

Commissioner Beckendorff – Yes

21. Approve amendments to six (6) Tax Abatement Agreements with SRPF B/Empire West Phase II, L.P., the tax abatement applicant and owner of the property located between Interstate 10 and Highway 90 west of Woods Road in Brookshire, Texas. The property is in the reinvestment zone known as City of Brookshire Reinvestment Zone 20.01. The Tax Abatement Agreements will be for the following spec buildings:

- a. Building 4, a building of approximately 666,360 square feet at an estimated cost of \$23,000,000.
- b. Building 5, a building of approximately 229,150 square feet at an estimated cost of \$8,000,000.
- c. Building 6, a building of approximately 127,382 square feet at an estimated cost of \$4,000,000.
- d. Building 7, a building of approximately 132,662 square feet at an estimated cost of \$4,000,000.
- e. Building 8, a building of approximately 124,700 square feet at an estimated cost of \$4,000,000.
- f. Building 9, a building of approximately 1,039,060 square feet at an estimated cost of \$36,000,000.

Motion made by Commissioner Smith, seconded by Commissioner Amsler.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Absent

Commissioner Beckendorff – Yes

**Commissioner Jones arrived to meeting.**

## COUNTY ENGINEER

22. Approve advertisement of RFP for ditch maintenance services 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 Smith, seconded by Commissioner Amsler.

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

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

## GRANT MANAGER

23. Authorize the County Judge to execute a contract with Matagorda Construction & Materials in an amount not to exceed \$1,076,376.85 for construction services associated with the Diemer Road Infrastructure Project (GLO Contract #20-065-062-C180) and the County Engineer to issue a Notice to Proceed post contract execution.

Motion made by Commissioner Smith, seconded by Commissioner Jones.

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

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

24. Discuss and take action to approve payment of \$269,754.00 to the owners of Parcel #1 for 4.810 acres of land associated with the CDBG-DR Diemer Road Project (Contract No. 20-065-062-C180).

Motion made by Commissioner Smith, seconded by Commissioner Jones.

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

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

## MAINTENANCE

25. Approve advertisement of RFP for maintenance department fleet vehicles 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 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

## SHERIFF

26. **Spread** upon the minutes the Waller County Sheriff's Office 2023 Racial Profiling Report as presented to the Texas Commission on Law Enforcement.

*No action required.*



## TREASURER

27. Approve amendments to the 2024 Salary Order to be effective February 25, 2024.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

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

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

## AUDITOR

28. ~~Approve 2024 budget adjustments and departmental line-item transfers.~~  
Item **WITHDRAWN**.

## DIRECTOR OF FACILITIES

29. Discuss and take action to approve payment of Application # 15 for \$731,559.82 to Sedalco to be paid from the following:

\$100,528.00 from line-item 604-604-545405 [Professional Services]

\$551,231.44 from line-item 604-604-581000 [Bldg Purch, Const, or Improv]

\$79,800.38 from line-item 604-604-581837 [Swing Space].

Motion made by Commissioner Smith, seconded by Commissioner Amsler.

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

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

## MISCELLANEOUS

30. Approve discretionary exemption pursuant to Local Government Code Section 262.024 to hire outside counsel related to litigation with Awry Ready Mix Concrete (Cause No. CV24-01-0991).

Motion made by Commissioner Smith, seconded by Commissioner Jones.

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

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

31. Approve Representation Agreement with Hance Scarborough related to litigation with Awry Ready Mix Concrete (Cause No. CV24-01-0991).

Motion made by Commissioner Jones, seconded by Commissioner Smith.

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

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

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

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

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

Court convened to Executive Session at 9:40 a.m.

Court reconvened from Executive Session at 9:59 a.m.

*Judge left meeting after Executive Session.*

## EXECUTIVE SESSION

35. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.~~  
Item **WITHDRAWN**.
36. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.~~ Item **WITHDRAWN**.
37. ~~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 9:59 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 6<sup>th</sup> day of March 2024.

Carbett "Trey" J. Duhon, III  
County Judge





# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

January 17, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
P304445	NRG Manufacturing Inc		\$ 643.60
P304570	Vahle Inc		\$2,209.57
P305402	Jubilee Sixty Business Inc		\$ 587.95
R14004	Flores Joe L	Frz	\$ 926.04
R20343	Hacienda Services Inc	Delete	\$4,834.48
R22086	Passmore Thomas J	Frz	\$2,072.80
R24693	Beal Loyd Jr	Frz	\$1,502.98
R24891	Ellis Charles L Jr	Frz	\$ 986.62
R321664	Lewis Ross	Frz	\$3,672.83
R338437	Alam Mohammad A	HS	\$ 571.79
R345138	Rizzo Gary	Frz	\$ 626.36
R358026	Comin 1 <sup>st</sup> Development		\$ 627.13
R45816	Brown Sandra	Frz	\$ 784.07
R6196	Vanderhoff Wendy	Frz	\$ 955.15

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen", written over the printed name.

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

January 23, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R14670	Hilligiest Jerry W Life Est	OA	\$1,187.25
R22709	Perez Antonio C	HS OA	\$3,022.41
R338681	Harrison Dan J III	Value	\$1,592.58
R388593	Osorio Aaron A	DV HS	\$2,018.06
R389345	Robinson Amanda A	DV HS	\$ 727.97
R4014	Harrison Daniel J III	Value	\$2,162.16
R45174	Oneil James III		\$10,949.75
R45372	Harrison Daniel J III	Value	\$ 636.65
R45384	Harrison Daniel J III	Value	\$ 774.25

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen C. Shelburne".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

January 16, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R152777	Northwest Passage II LTD	Value	\$12,531.89
R22656	Martell Barry W	HS OA	\$ 594.99
R29308	Thompson Mary E	HS OA	\$ 1,030.50
R345117	Terpstra Peter S	Value	\$ 6,493.96
R379095	Van Loon Mary E	HS	\$ 542.28
R45528	Watts Evelene	HS	\$ 593.35
R6266	Moore Leonard B Jr	HS OA	\$ 6,019.57

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen C. Shelburne".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

February 27, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R150312	Richardson Chris	Value	\$2,808.02
R160477	Gomez David	Doouble Assessed	\$2,585.11
R20237	Venegas Jose J Estate	Double Assessed	\$2,041.30
R22709	Perez Antonio	HS OA	\$1,698.58
R332329	Aguilar Juan	HS OA	598.58
R338893	Gregory Adam	HS DV4	862.79
R357174	Esparza Norma Luz	HS	747.00
R371637	MRE Propco LP	Value	\$13,295.53
R6036	Garcia John Joe	HS OA	\$1,211.70
R7526	Richardson Chris	Value	\$9,833.55

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen C. Shelburne".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
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(979) 826-7620  
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730 9<sup>th</sup> Street  
Hempstead, Texas 77445

February 23, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R160477	Gomez David	Double Assessed	\$2,482.29
R20237	Venegas Jose J Estate	Double Assessed	\$1,455.17
R364402	Escarena Antonio	Value	\$2,424.87

Sincerely,

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2021 #31



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

February 22, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R160477	Gomez David	Double Assessed	\$2,788.54
R20237	Venegas Jose J Estate	Double Assessed	\$1,153.08
R364402	Escarena Antonio	Value	\$1,155.53
R7526	Richardson Chris	Value	\$2,949.56

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen", written over the printed name "Ellen C. Shelburne".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2020 #41



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

February 22, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R160477	Gomez David	Double Assessed	\$2,182.95
R20237	Venegas Jose J Estate	Double Assessed	\$1,008.66

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen C. Shelburne".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2019 #53





# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

February 27, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
P166934	Ryder Truck Rental	Value	\$ 653.69
P301123	Rac Acceptance	Waive P&I	\$ 792.80
P302038	BUC-EE'S LTD	Agreed Judgment	\$2,329.95
P305475	Brantner & Associates Inc	Value	\$3,314.79
R11938	3004 Aldine Bender Partners LP	Value	\$2,411.06
R12696	Fry Kelly	HS	\$1,238.10
R13768	Katy Steel Co	Value	\$1,166.23
R13769	Rupard D W et al	Value	\$1,591.33
R151033	DDSMK LTD	AG	\$31,250.30
R158122	Stubblefield Lainthia	HS	\$ 676.37
R160476	Guy Kathryn Grace		\$3,026.55
R60482	Wyche Denise	HS	\$2,871.10
R169341	Niemann Tyler	HS	\$1,420.93
R20534	Drennan Temple	HS	\$ 500.99
R21034	Granger Bobby	Value	\$2,803.56
R21142	Sanchez Paola Vega	HS	\$2,328.29
R22127	Feiertag Robert	HS	\$1,974.14
R22137	Frazier James L	HS	\$1,644.95
R22188	Katy Steel Co	Value	\$1,188.65
R22190	CDTM Holdings LLC	Value	\$3,658.79
R22197	CDTM Holdings LLC		\$3,081.09
R222084	Glenn Dylan Patrick	HS	\$2,693.64
R23419	Johnson Johnnie L	HS DP	\$ 826.07
R234943	Rennie Cody	DV HS	\$1,954.75
R241378	Avendano Humberto	HS	\$1,627.13
R24184	Johnson Michael	HS	\$ 540.93
R25291	Osterhout Eric	HS	\$ 748.47

R27703	Bourland Jonathan	HS	\$ 920.64
R327522	Garcia Vicente	HS	\$ 616.29
R338236	Kucko Mallory Lynn	HS	\$ 1,055.74
R345067	Parker Garrett	HS	\$ 1,782.06
R345245	Morino Cynthia June	HS OA	\$ 1,142.90
R345477	Adame Rodriguez Lorena	S/O	\$12,145.72
R345667	Olafamoyeji Gabriel	HS	\$ 634.07
R345670	Henderson Anthony	HS	\$ 592.38
R345694	Niver Gracie Beatrice	HS	\$ 585.56
R351275	Guillet Ivonne Agrait	HS	\$ 1,653.96
R365222	Stuart Rachel Lauren	HS	\$ 508.15
R365297	Legere John Edward	HS	\$ 1,615.38
R365427	Clay Partners-546		\$ 2,094.50
R378807	Rossett Scarlett Victoria	HS	\$ 571.54
R378890	Moore David Adrian	HS DV	\$ 1,011.41
R380121	Thielen Shea Michael	HS	\$ 764.75
R387225	Ware Paulette	HS DV	\$ 1,850.87
R387455	Malone Anhlee Nguyen	HS	\$ 1,248.69
R387917	Ahmed Shahana	HS	\$ 1,496.13
R388217	Gonzalez Cinthia Mendoza	HS	\$ 1,586.39
R388328	Snim Property LLC	Value	\$10,243.71
R388576	Bozdogan Bilgen	HS OA	\$ 1,518.98
R388624	Landry Clarence Peter	HS OA	\$ 997.46
R388777	Pamintuan Christian	HS	\$ 1,412.22
R389042	George Johnson Oluwafemi	HS	\$ 625.19
R45834	Hill George D Jr	HS DP	\$ 2,497.40
R45846	Reynolds Todd Alan	HS	\$ 1,092.43
R6186	Anderson Danny R	HS	\$ 2,282.52
R6356	Heidemann Harold	FRZ	\$ 1,581.93

Sincerely,

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

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

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

underground and aerial Fiber cable within the right-of-way of Wilson Rd as follows:  
(street)

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

Comcast is to install approx 2802' of underground conduit/cable along with some 3063' of new aerial cable  
along Wilson Rd

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

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

Construction is proposed to begin on or after the 31 day of MARCH, 20 24.

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

By: Paul Rader

Signature: Paul Rader

Phone: +1 913-458-9136

Title: Permit Coordinator

Email: BVPermitting@bv.com

### APPROVAL

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

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

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

**APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.**

[Signature]  
County Engineer or Road Administrator

2-9-24

Date

Traffic Controls Required: Y N

Traffic Controls Reviewed By: RJP

Bond: Y N Bond Amount (\$):

Floodplain Dev. Permit Required: Y N

Permit #: Precinct #: 3

R&B Inspector: ROBERT J. GOODSPED

Waller County Road & Bridge Department

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

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

Rev. 082023.1

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

ROAD: **Wilson Rd**

DATE: **03/31/2024**

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

**Permit # 24.UP.004**

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **02/09/2024** is approved.

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

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

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

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

\_\_\_\_\_  
Carbett "Trey" J. Duhon III, County Judge

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debbie Hollan, County Clerk

\_\_\_\_\_  
Deputy





# WALLER COUNTY VICINITY MAP



- BORE FOOTAGE:.....2802
- BORE PITS:.....5
- POTHOLES:.....N/A
- NEW AERIAL:.....3063
- OVERLASH:.....N/A
- NEW VAULTS:.....N/A
- EXISTING VAULTS:.....N/A
- NEW PEDESTALS:.....1
- EXISTING PEDESTALS:.....N/A
- OVERPULL EXISTING CONDUIT:.....N/A
- TOTAL PROJECT FOOTAGE:.....5865

COMCAST PROPOSES TO BEGIN ON EXISTING POLE 1 37' NORTH OF CENTERLINE OF WILSON RD. RUN AERIALLY SOUTHWEST 82' TO EXISTING POLE 2. THEN TURN WEST AND RUN AERIALLY 2981' TO EXISTING POLE 15. RISER DOWN. BORE NORTHWEST 2800' TO PROPOSED PEDESTAL. THEN TURN SOUTHWEST BORE 2' TO EDGE OF ROW.  
PROJECT CONTINUES OUTSIDE OF ROW.  
INSTALL (1) 2" CONDUIT AND PULL CABLE THROUGH.

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

**MAGED KENEIN**  
**PE # 102109**  
**BLACK & VEATCH CORPORATION**

**Texas 811**  
Know what's below.  
Call before you dig.

**UNDERGROUND SERVICE ALERT  
UTILITY NOTIFICATION CENTER OF TEXAS  
811 OR 1-800-344-8377**

### 3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

SHEET NO:	SHEET TITLE	REV NO:
T-1	TITLE SHEET & PROJECT DATA	0
T-2	LOCATION MAP	0
C-1	SITE PLAN	0
C-2	SITE PLAN	0
C-3	SITE PLAN	0
TCP-1	TRAFFIC CONTROL PLAN	0

**CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.**

**11"x17" PLOT WILL BE HALF SCALE UNLESS NOTED**



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

PROJECT NO: 405851

DRAWN BY: PSN

CHECKED BY: JMG

0	02/08/24	ISSUED FOR PERMITTING
REV	DATE	DESCRIPTION

**BLACK & VEATCH ENGINEERING**  
**F-258**

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

PRM0000468822  
BLUESTEM SECTION 2  
7007 FM 362 RD  
BROOKSHIRE, TX 77423

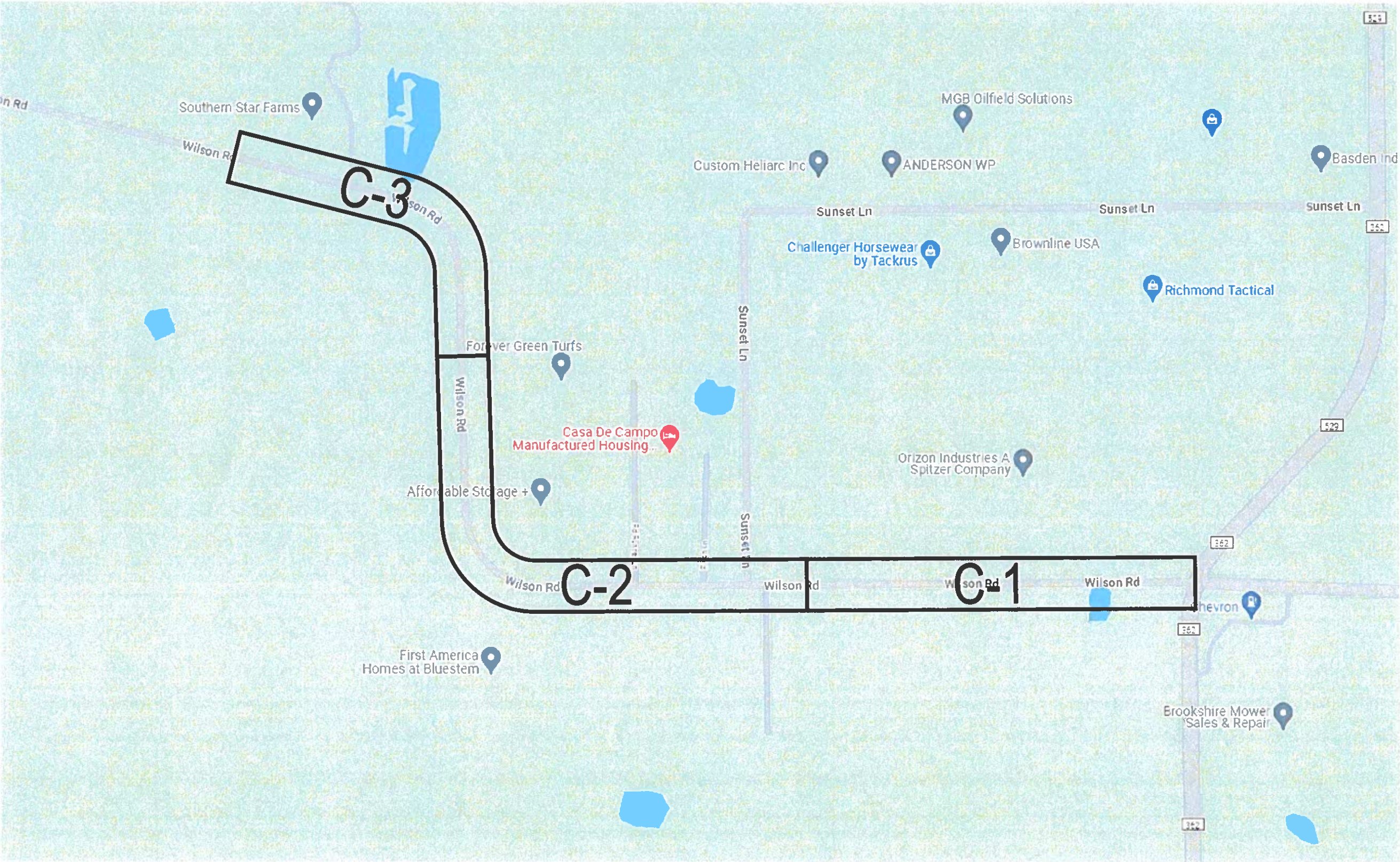
**SHEET TITLE**

# TITLE SHEET

**SHEET NUMBER**

## T-1





NOT TO SCALE

Item 6.



**BLACK & VEATCH**

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

PROJECT NO:	405651
DRAWN BY:	PSN
CHECKED BY:	JMG

0	02/06/24	ISSUED FOR PERMITTING
REV	DATE	DESCRIPTION

**BLACK & VEATCH ENGINEERING**  
F-258

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DOCUMENT.

PRM0000468822  
BLUESTEM SECTION 2  
7007 FM 362 RD  
BROOKSHIRE, TX 77423

SHEET TITLE

LOCATION MAP

SHEET NUMBER

T-2





**BLACK & VEATCH**

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

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

0	8/20/24	ISSUED FOR PERMITTING
REV	DATE	DESCRIPTION

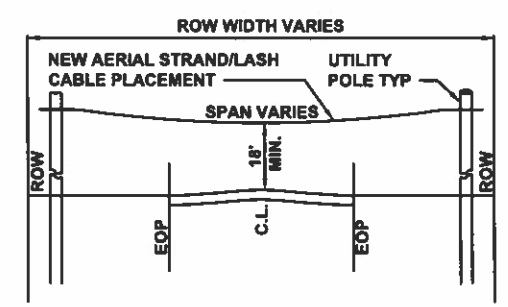
BLACK & VEATCH ENGINEERING  
F-258

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DOCUMENT.

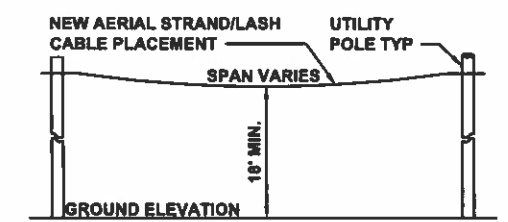
PRM0000468822  
BLUESTEM SECTION 2  
7007 FM 362 RD  
BROOKSHIRE, TX 77423

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**C-1**



**TYPICAL AERIAL ATTACHMENT  
CROSSING OVER ROAD-NEW STRAND**



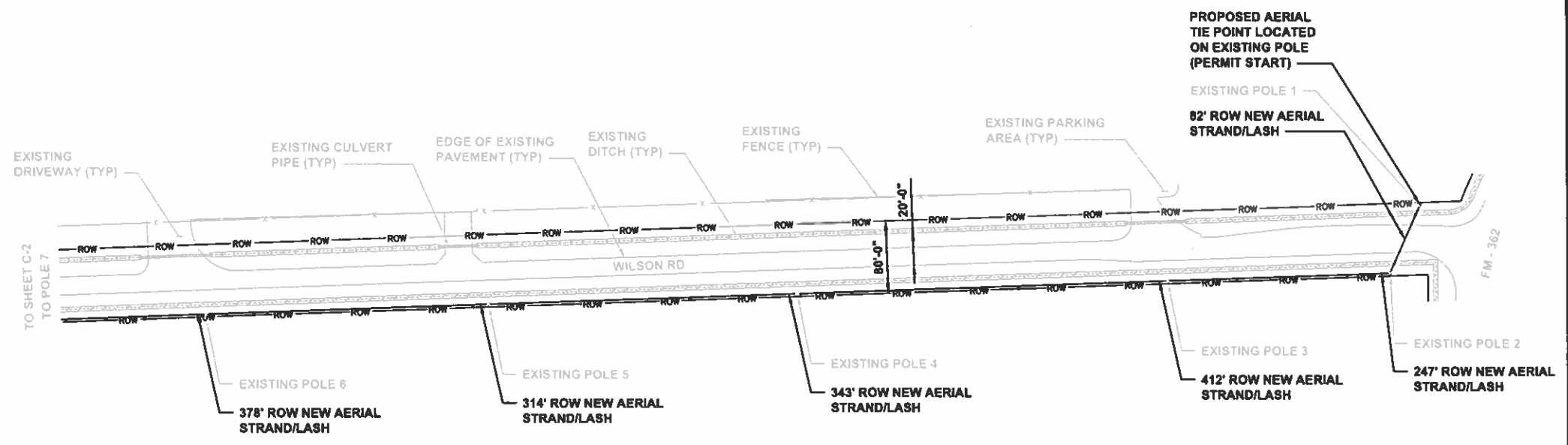
**TYPICAL AERIAL ATTACHMENT-NEW STRAND**

**DEPTH OF UTILITIES WILL BE DETERMINED BY  
POTHOLE PRIOR TO CONSTRUCTION**

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

48 HOUR NOTICE: CONTRACTOR SHALL NOTIFY WALLER COUNTY ENGINEER AT (979) 826-7670, FORTY- EIGHT (48) HOURS PRIOR TO STARTING CONSTRUCTION OF THE LINE IN ORDER THAT WE MAY HAVE A REPRESENTATIVE PRESENT.

**NOTES**

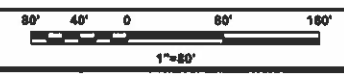


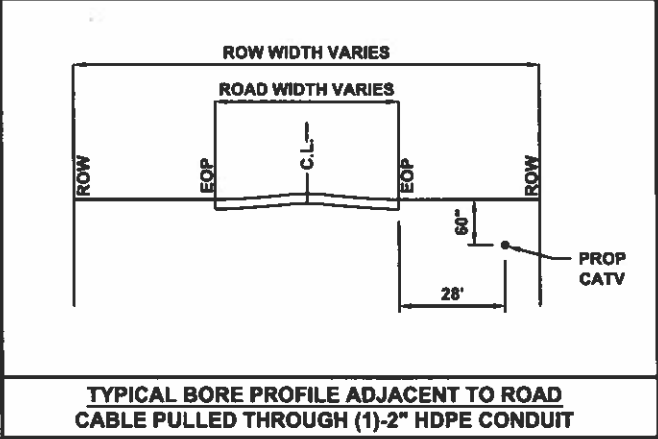
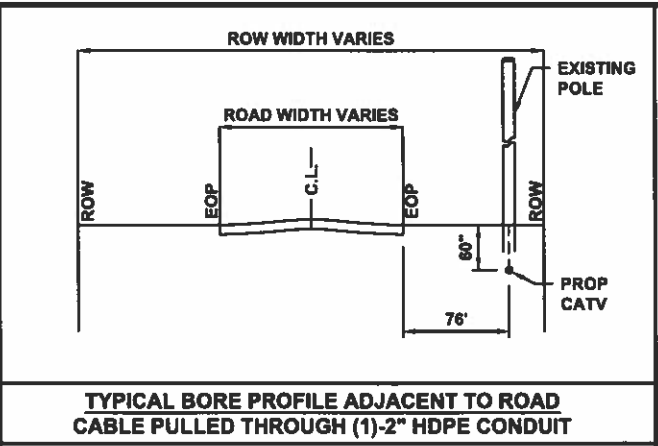
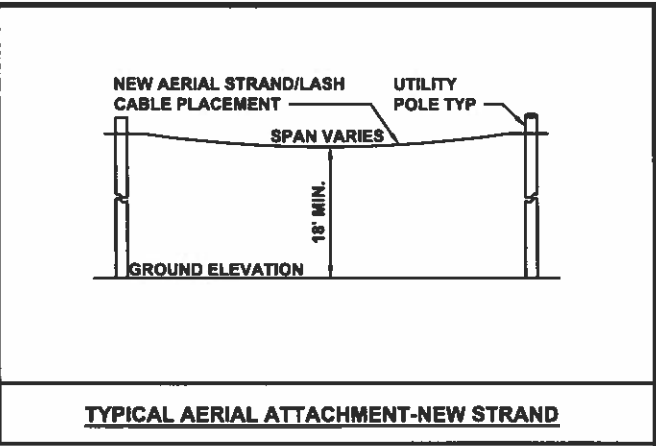
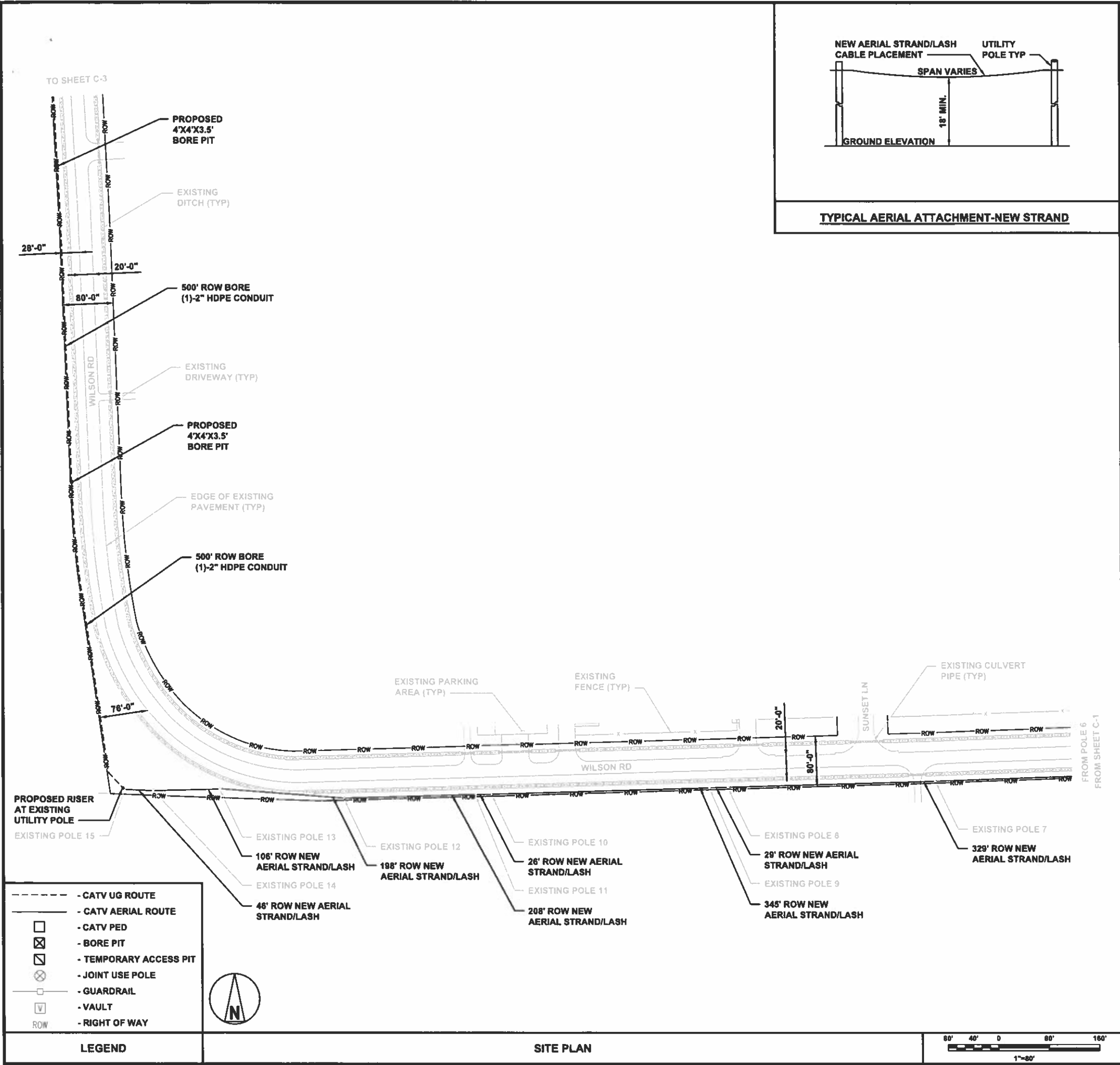
- CATV UG ROUTE
- CATV AERIAL ROUTE
- CATV PED
- BORE PIT
- TEMPORARY ACCESS PIT
- JOINT USE POLE
- GUARDRAIL
- VAULT
- RIGHT OF WAY



**LEGEND**

**SITE PLAN**





- DEPTH OF UTILITIES WILL BE DETERMINED BY POT HOLE PRIOR TO CONSTRUCTION
1. THE CONTRACTOR SHALL CONTACT TEXAS ONE CALL SYSTEM AT 1-800-245-4545 MIN. 48 HOURS BEFORE DIGGING.
  2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND FACILITIES.
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  7. IF IT BECOMES NECESSARY FOR EQUIPMENT OPERATION ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
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- NOTES

Item 6.

**Comcast**  
of HOUSTON, LLC

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

PROJECT NO: 405651  
DRAWN BY: PSN  
CHECKED BY: JMG

REV	DATE	DESCRIPTION
0	02/04/24	ISSUED FOR PERMITTING

BLACK & VEATCH ENGINEERING  
F-258

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

PRM0000468822  
BLUESTEM SECTION 2  
7007 FM 362 RD  
BROOKSHIRE, TX 77423

SHEET TITLE  
SITE PLAN

SHEET NUMBER  
C-2



**BLACK & VEATCH**

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

PROJECT NO: 405681  
DRAWN BY: PSN  
CHECKED BY: JMG

0	02/06/24	ISSUED FOR PERMITTING
REV	DATE	DESCRIPTION

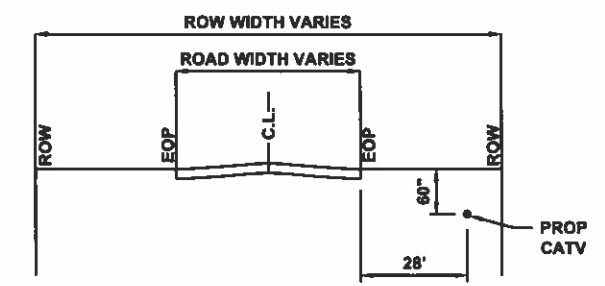
BLACK & VEATCH ENGINEERING  
F-258

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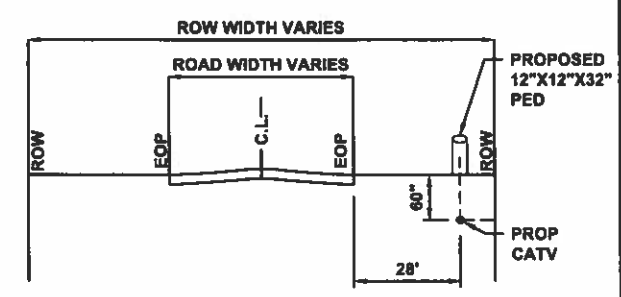
PRM0000468822  
BLUESTEM SECTION 2  
7007 FM 362 RD  
BROOKSHIRE, TX 77423

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**C-3**



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



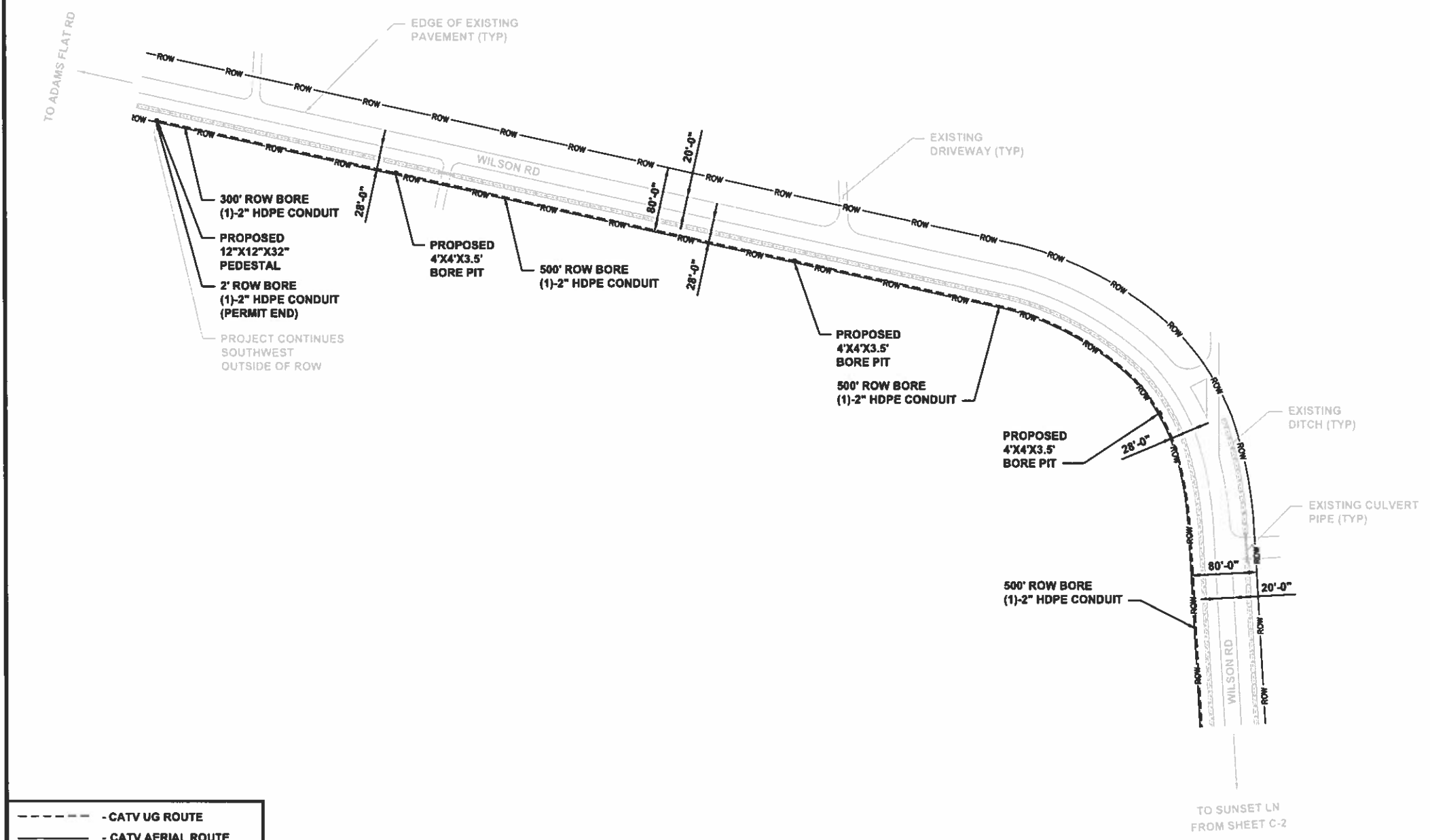
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CABLE PULLED THROUGH (1)-2" HDPE CONDUIT**

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POTHOLE PRIOR TO CONSTRUCTION**

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

48 HOUR NOTICE: CONTRACTOR SHALL NOTIFY WALLER COUNTY ENGINEER AT (979) 826-7670, FORTY-EIGHT (48) HOURS PRIOR TO STARTING CONSTRUCTION OF THE LINE IN ORDER THAT WE MAY HAVE A REPRESENTATIVE PRESENT.

**NOTES**

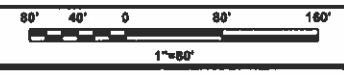


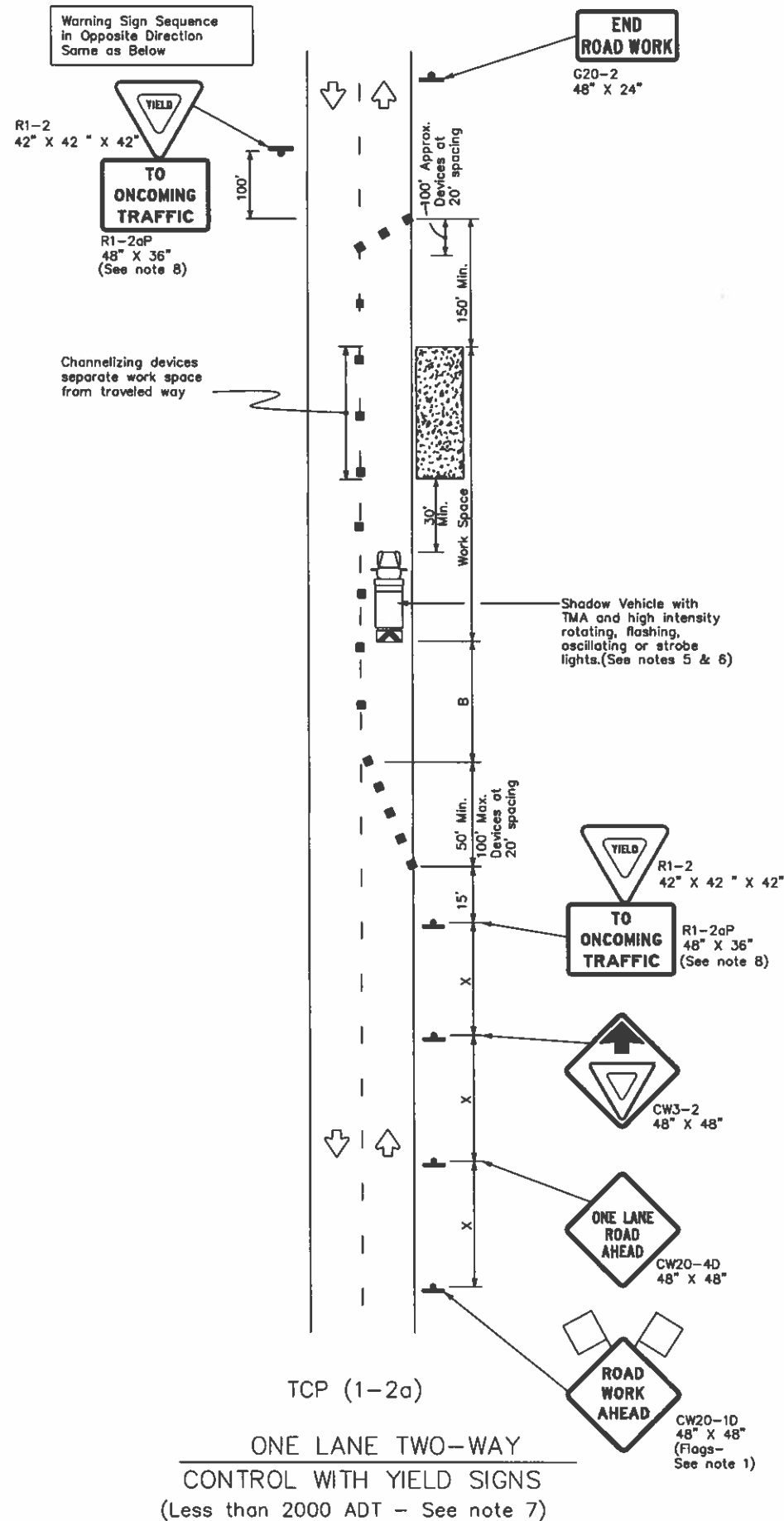
- CATV UG ROUTE
- CATV AERIAL ROUTE
- CATV PED
- BORE PIT
- TEMPORARY ACCESS PIT
- JOINT USE POLE
- GUARDRAIL
- VAULT
- RIGHT OF WAY



**LEGEND**

**SITE PLAN**





TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
WILSON RD	35	245	35	70	160	120

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "A" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

\* 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
- Flags attached to signs where shown are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
  - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
  - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)
- Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
  - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Item 6.

**Comcast**  
 of HOUSTON, LLC

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

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

REV	DATE	DESCRIPTION
0	02/08/24	ISSUED FOR PERMITTING

BLACK & VEATCH ENGINEERING  
 F-258  
 IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PRM0000468822  
 BLUESTEM SECTION 2  
 7007 FM 362 RD  
 BROOKSHIRE, TX 77423

SHEET TITLE  
 TRAFFIC CONTROL PLAN

SHEET NUMBER  
 TCP-1



**AMENDMENT NO. 5 TO  
GLO CONTRACT NO. 20-066-011-C074**

**THE GENERAL LAND OFFICE** (the “GLO”) and **WALLER COUNTY** (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 20-066-011-C074 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **April 30, 2024**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or February 29, 2024.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOLLOWS**

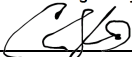


SIGNATURE PAGE FOR AMENDMENT NO. 5 TO  
GLO CONTRACT No. 20-066-011-C074

GENERAL LAND OFFICE


WALLER COUNTY


DocuSigned by:  
  
7C8995437457497  
Mark A. Havens, Chief Clerk


DocuSigned by:  
  
B6A7A0B010459  
By: Caleb Duhon  
Title: waller County Judge


Date of execution: 2/26/2024


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
OGC 

PM 

SDD 

DGC 

GC 

DLC 

**Certificate Of Completion**

Envelope Id: 6E56EAA793684EF4B75E71E5E5BA1704

Status: Completed

Subject: \$0 Amendment No. 5 : 20-066-011-C074 - Waller County (Texas GLO)

Source Envelope:

Document Pages: 14

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 6

Donna Torres

AutoNav: Enabled

1700 Congress Ave

Enveloped Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

donna.torres@glo.texas.gov

IP Address: 204.65.210.183

**Record Tracking**

Status: Original

Holder: Donna Torres

Location: DocuSign

2/14/2024 8:28:24 AM

donna.torres@glo.texas.gov

**Signer Events****Signature****Timestamp**

Ginger Mills



Sent: 2/14/2024 2:23:02 PM

ginger.mills@glo.texas.gov

Viewed: 2/14/2024 3:10:52 PM

Director, CDR Legal Services

Signed: 2/14/2024 3:11:34 PM

Texas General Land Office, Office of General Counsel

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 204.65.210.216

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Zina Trevino



Sent: 2/14/2024 3:11:39 PM

zina.trevino.glo@recovery.texas.gov

Viewed: 2/14/2024 11:51:25 PM

Security Level: Email, Account Authentication (None)

Signed: 2/14/2024 11:51:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 66.69.241.8

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Heather Lagrone



Sent: 2/14/2024 11:51:42 PM

heather.lagrone.glo@recovery.texas.gov

Viewed: 2/15/2024 8:57:49 AM

Sr Dep director

Signed: 2/15/2024 8:57:54 AM

Texas General Land Office

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 204.65.210.138

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marc Barenblat



Sent: 2/15/2024 8:57:57 AM

marc.barenblat@glo.texas.gov

Viewed: 2/15/2024 10:35:52 AM

Deputy General Counsel

Signed: 2/15/2024 12:20:58 PM

Texas General Land Office

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 104.15.130.4

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signer Events****Signature****Timestamp**

Jeff Gordon  
jeff.gordon@glo.texas.gov  
General Counsel  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jennifer Jones  
jennifer.jones@glo.texas.gov  
Security Level: Email, Account Authentication  
(None)

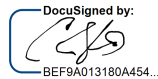


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**Electronic Record and Signature Disclosure:**  
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Carbett Duhon  
t.duhon@wallercounty.us  
Waller County Judge  
Security Level: Email, Account Authentication  
(None)

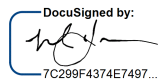
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Signed using mobile

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Viewed: 2/24/2024 6:47:28 PM  
Signed: 2/24/2024 6:47:34 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mark A. Havens  
Mark.Havens@GLO.TEXAS.GOV  
Chief Clerk and Deputy Land Commissioner  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
7C299F4374E7497...

Signature Adoption: Drawn on Device  
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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

BSO Team  
bsorequests@recovery.texas.gov  
Texas General Land Office  
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(None)

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**Carbon Copy Events****Status****Timestamp***Item 7.*

Joseph Cardona  
joseph.cardona@glo.texas.gov  
Team Lead/Contract Manager  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Drafting Requests  
draftingrequests@GLO.TEXAS.GOV  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
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Kelly McBride  
kelly.mcbride@glo.texas.gov  
Director of CMD  
Texas General Land Office  
Security Level: Email, Account Authentication  
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Donna Torres  
donna.torres@glo.texas.gov  
Contract Specialist  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
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Robert Sonnier  
Bob.Sonnier@glo.texas.gov  
Purchaser  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Matthew Anderson  
matthew.anderson@glo.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
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Accounting Team  
DR.SystemAccess@glo.texas.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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<p>Tyler Smith tyler@grantworks.net Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	Sent: 2/15/2024 2:39:09 PM	
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<p>Abby McClean Abby.McClean.glo@Recovery.Texas.Gov MQA Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	Sent: 2/26/2024 7:34:03 AM	
<p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	Sent: 2/26/2024 7:34:04 AM	
<p>Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	Sent: 2/26/2024 7:34:04 AM	



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Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		COPIED	Sent: 2/26/2024 7:34:07 AM	
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Signing Complete		Security Checked	2/26/2024 7:33:59 AM	
Completed		Security Checked	2/26/2024 7:34:08 AM	
Payment Events		Status	Timestamps	

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

Date	Invoice #
2/15/2024	02152024GWA

## BILL TO

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

Quantity	Description	Rate	Amount
	2024 ADOPTED ANNUAL ALLOCATION \$733,238.00		
1	2 <sup>ND</sup> QUARTER ALLOCATION PAYMENT	\$183,309.50	\$183,309.50
Registration # <u>010991</u> Joan Sargent Waller Co. Treasurer Deputy <u>mf</u> Date <u>2/16/24</u>			
TOTAL DUE BY MARCH 31			\$183,309.50

FEB15/24PM3:19TREASURER

FEB16/24AM8:08AUDITOR

## WALLER COUNTY CHILD WELFARE BOARD MEMBERS

[illegible]

STATE OF TEXAS  
COUNTY OF WALLER

**AGREEMENT FOR CHILD WELFARE BOARD SERVICES**

**WHEREAS**, Waller County, Texas, hereinafter COUNTY, a subdivision of the State of Texas, has the authority under Texas Family Code Section 264.006 to contribute funds to a Child Welfare Board for the administration of a county child welfare board; and

**WHEREAS**, the Waller County Child Welfare Board, an entity of the Department of Family and Protective Services pursuant to Texas Family Code Section 264.005(d), provides services to and support for dependent and neglected children in Waller County; and

**WHEREAS**, pursuant to Texas Family Code Section 264.006, the Commissioners Court may provide for services to and support of children in need of protection and care without regard to the immigration status of the child or the child's family.

**IT IS THEREFORE AGREED THAT:**

The Waller County Child Welfare Board shall in accordance with all applicable laws:

- a. Comply with the duties and responsibilities required of a County Child Welfare Board
- b. Work with Commissioners Court and the Department of Family and Protective Services to accomplish the objectives of providing services to and support of children in need of protection and care
- c. At the request of the Waller County Auditor, his designee, or the members of the Waller County Commissioners Court, make available for inspection the original financial records of the Waller County Child Welfare Board, or if requested provide copies of such records
- d. Participate in and promote programs and services that increase awareness of child abuse and neglect and work to decrease child abuse and neglect
- e. Report quarterly to the Waller County Commissioners Court on the activities of the Waller County Child Welfare Board

**TERM**

THE TERM OF THIS AGREEMENT is one year beginning on January 1, 2024 and ending on December 31, 2024 unless terminated earlier by either party on thirty 30 days' written notice.

**CONSIDERATION**

COUNTY AGREES TO GRANT the Waller County Child Welfare Board the sum of \$30,000.00 for the provision of the services described above. The \$30,000.00 shall not be used for awards, banquets, or similar items and events for County Officials and employees.

THIS AGREEMENT is effective on the date it is executed by the Waller County Child Welfare Board or the County Commissioners Court, whichever date is later in time.

**WALLER COUNTY CHILD WELFARE BOARD**

*Sherry McIntyre*  
Sherry McIntyre  
Chairperson

Feb 20 2024  
Date

**WALLER COUNTY**

Carbett "Trey" J. Duhon III  
County Judge

Date \_\_\_\_\_

ATTEST

Debbie Hollan  
County Clerk





**WALLER COUNTY CHILD WELFARE BOARD**  
**PO Box 664**  
**Hempstead, TX 77445**



February 20, 2024

SHERRY MCINTYRE  
Chairperson  
Wccwb2019@gmail.com

SHERRY WHITELEY  
Vice Chairperson  
sherrywhiteley@gmail.com

Treasurer

AUDREY LUTHER  
Secretary  
aluther@lutherinvestigations.com

ALAN YOUNTS  
Parliamentarian  
younts.wccwb@gmail.com

WENDY WILLIAMS  
Molettwilliams29@gmail.com

SUSAN CARDIFF  
suznature@gmail.com

CAROLYN MIEDKE  
cmiedke@gmail.com

CANDACE ADAMS  
Adams8424@gmail.com

**RE: 2024 Request for Funding**

Greeting Waller County Commissioners:

The Waller County Child Welfare Board respectfully requests that Waller County distribute this year's designated funds to the Waller County Child Welfare Board. Specifically, The Waller County Child Welfare Board respectfully requests funds totaling \$30,000, which were approved and allocated in the 2024 county budget.

Included with this request is the relevant contractual agreement between Waller County and the Waller County Child Welfare Board.

Thank you in advance for your diligence in this matter. We appreciate your continued service supporting the Waller county children in care.

Sincerely,

**Sherry McIntyre**

Sherry McIntyre  
Chairperson  
Waller County Child Welfare Board & Charity

WALLER COUNTY CHILD WELFARE BOARD  
836 AUSTIN STREET  
PO BOX 664  
HEMPSTEAD, TEXAS 77445  
wccwbc@wallercounty.us

# WALLER COUNTY ENGINEER'S OFFICE

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



February 5, 2024

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

**Re: Sunterra Sec 15 – Final Acceptance**

To Whom It May Concern,

Our office has performed a Final Inspection on the above referenced project. Punch list items have been completed, and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

I will be recommending that the Waller County Commissioners Court accept the roads for maintenance.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Ross McCall", is written over a horizontal line.

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

[illegible]

# WALLER COUNTY ENGINEER'S OFFICE

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



February 5, 2024

Maria George  
WGA Consulting Engineers  
Ward, Getz & Associates, PLLC  
2500 Tanglewilde, Ste 120  
Houston, TX 77063  
713-789-1900

**Re: Kingsland Heights Section 5 – Substantial Completion/One-Year Warranty Period**

Ms. George,

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

On August 8, 2023, Mr. Robert J.P. Goodspeed from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 08/24/2023. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 08/24/2024 to schedule the Final Inspection.

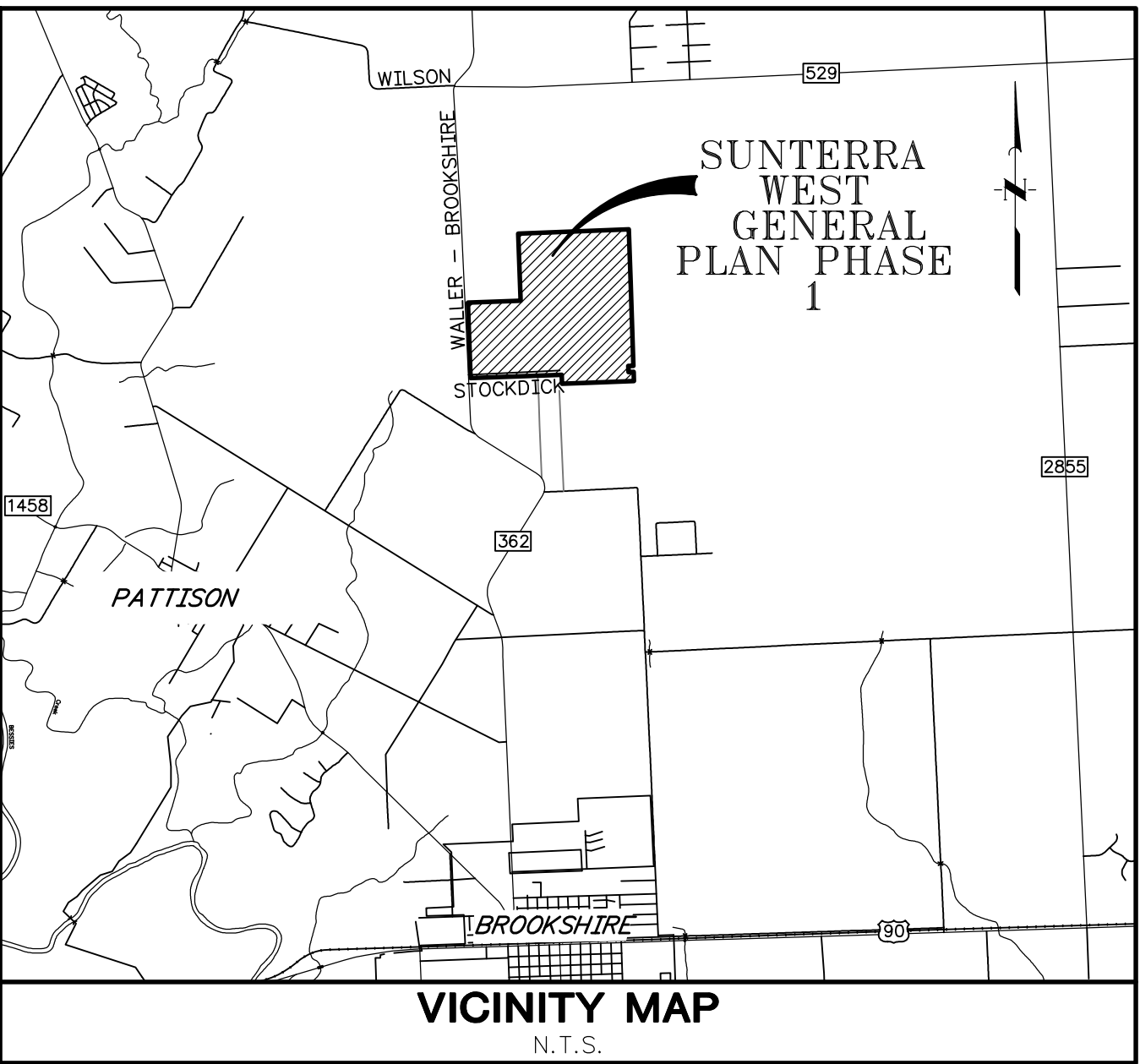
If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

A blue ink signature of J. Ross McCall, P.E., is written over a circular stamp that partially overlaps the text "J. Ross McCall, P.E. Waller County Engineer".

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





PHASE 1 LOT COUNT		ESTIMATED LOT COUNT	
LOT SIZE	LOT COUNT	PH 2 LOT COUNT	PH 3 LOT COUNT
50' X 120'	483	622	580
55' X 120'	131		
60' X 120'	105		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°46'17"W	190.92'
L2	S01°59'07"E	228.24'
L3	N87°44'41"E	190.92'
L4	S01°59'06"E	333.28'
L5	N01°55'18"W	332.92'
L6	N00°02'27"E	45.16'


# SUNTERRA WEST

## GENERAL PLAN PHASE 1

**A GENERAL PLAN OF PHASE 1 OF 640.05 ACRES OF LAND  
OUT OF THE  
J. G. BENNETT SURVEY, A-288 &  
H. & T. C. R.R. CO. SURVEY SEC 49, A-142  
WALLER COUNTY, TEXAS  
FEBRUARY 2024**

**OWNER**  
**ASTRO SUNTERRA WEST, L.P.**  
2450 FONDREN, SUITE 210  
HOUSTON, TX 77063  
713-255-5957

ENGINEER/PLANNER/SURVEYOR:

 **QUIDDITY**  
Quiddity Engineering, LLC  
Texas Board of Professional Engineers and Land Surveyors  
Registration Nos. F-23290 & 10046100  
1229 Corporate Drive, Suite 100 • Rosenberg, TX 77471 • 281.342.2033



# WALLER COUNTY

J. Ross McCall, P.E.  
County Engineer



## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** General Land Plan for Sofi Lakes

**Date:** March 6, 2024

### **Background**

Plat Name: Sofi Lakes General Plan

Applicant: R.G. Miller On behalf of GardenBure Development

Owner: Malladi Reddy/ Developer Sophia Filfil – GardenBure Development

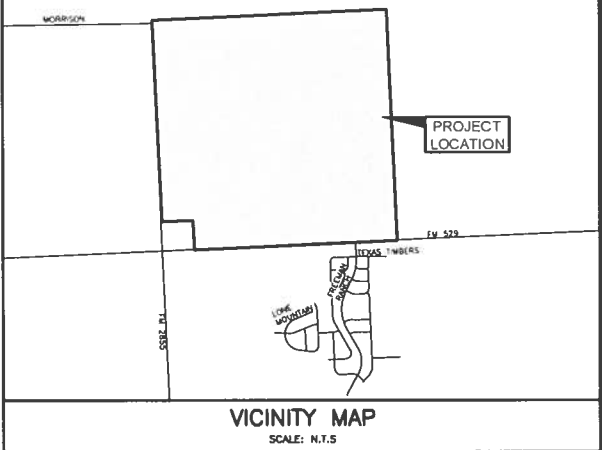
Location: 7880 MORRISON RD Katy, Texas 77493. Property ID: 40202

### Description:

Request for Approval of General Plan for the Sofi lakes development project. 622 Ac. development that consists of mostly single family residential with some commercial. The overall development will have access to and from FM 529, Morrison Road, and FM 2855. The single-family residential portion will consist of a mix ranging from 40' to 60' wide lots.

### **Staff Recommendation**

Approve



- NOTES:**
1. THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE: 0.99998881431.
  2. THE SUBJECT PROPERTY IS LOCATED OUTSIDE THE FLOODPLAIN.
  3. LOT COUNT:  
40' X 120'/127' -- 447  
45' X 120'/127' -- 402  
50' X 120'/127' -- 578  
50' X 120'/127' -- 375  
TOTAL 1,800

# SOFI LAKES GENERAL PLAN

A SUBDIVISION OF 622.4 ACRES OF LAND  
LOCATED IN H. & T.C.R.R. SURVEY, BLOCK 113,  
ABSTRACT 173  
WALLER COUNTY, TEXAS

DATE: FEBRUARY, 2024      SCALE: 1" = 300

PREPARED FOR:  
GARDENBURE  
ENGINEER  
**r.g. miller**  
**DCCM**

R G Miller Engineers, Inc | TxEng F - 487  
16340 Park Ten Place Ste 350  
Houston, TX 77084  
713 461 9600 | rgmiller.com

# WALLER COUNTY

J. Ross McCall, P.E.  
County Engineer



## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** General Land Plan for Margerstadt Road North Tract

**Date:** March 6, 2024

### **Background**

Plat Name: Margerstadt Road North Tract General Plan

Applicant: LJA Engineering, Inc. – Abigail Martinez

Owner: AQU Hockley Project, LLC

Location: Generally located between Margerstadt Road and Hegar Road, north of Spring Creek.

Description: General Plan for the approximately 254-acre Margerstadt North Tract.

### **Staff Recommendation**

Approve



RAYMOND PHILLIPS  
"TRACT 3"  
CALLED 194.50 ACRES  
INSTRUMENT NO. 1608929  
O.P.R.W.C.T.

LEGEND

- 100 YEAR FLOODPLAIN
- 500 YEAR FLOODPLAIN

GENERAL NOTES:

- ALL STREETS ARE PRIVATE ACCESS EASEMENTS SEVENTY FEET (70') IN WIDTH UNLESS OTHERWISE NOTED.
- ALL CUL-DE-SAC RADII ARE SEVENTY FEET (70') UNLESS OTHERWISE NOTED.
- ALL LOTS WILL HAVE PUBLIC WATER PROVIDED BY G&W WATER SUPPLY CORP.
- ALL LOTS WILL HAVE ACCESS TO INDIVIDUAL ON-SITE SEWAGE FACILITY.
- ALL LOTS SHALL HAVE A MINIMUM LOT AREA OF 1.0 NET ACRE.

BOUNDARY LINE TABLE			BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 87°51'44" W	1823'	L26	S 31°04'35" E	196'
L2	N 02°22'50" W	8'	L27	S 43°50'00" E	165'
L3	N 02°18'03" W	621'	L28	S 47°48'43" E	91'
L4	N 02°29'54" W	650'	L29	S 47°48'43" E	89'
L5	N 02°32'58" W	677'	L30	S 42°49'43" E	387'
L6	N 02°27'19" W	614'	L31	S 55°04'18" E	276'
L7	N 02°19'38" W	715'	L32	S 57°56'11" E	313'
L8	N 02°33'02" W	625'	L33	S 79°35'37" E	227'
L9	N 02°27'28" W	640'	L34	S 67°27'25" E	201'
L10	N 02°22'01" W	622'	L35	S 32°13'10" E	170'
L11	N 02°25'57" W	570'	L36	S 32°11'02" E	114'
L12	N 02°32'21" W	551'	L37	S 01°34'49" E	74'
L13	N 87°59'48" E	832'	L38	S 01°34'48" E	71'
L14	S 07°28'13" W	32'	L39	S 20°21'54" E	44'
L15	S 11°52'13" E	160'	L40	S 20°21'54" E	45'
L16	S 11°25'27" E	197'	L41	S 00°01'55" W	54'
L17	S 09°52'36" W	98'	L42	S 00°01'55" W	119'
L18	S 09°56'46" W	72'	L43	S 16°25'57" E	188'
L19	S 31°52'11" W	166'	L44	S 41°45'56" E	141'
L20	S 54°03'44" W	118'	L45	S 63°12'25" E	108'
L21	S 54°03'43" W	81'	L46	S 63°23'10" E	24'
L22	S 08°15'10" W	196'	L47	S 68°13'11" E	18'
L23	S 08°13'21" W	89'	L48	S 00°17'22" E	26'
L24	S 48°15'44" E	113'	L49	S 07°00'43" E	110'
L25	S 39°04'42" E	182'	L50	S 14°17'40" W	2766'

A GENERAL PLAN OF  
MARGERSTADT ROAD  
NORTH TRACT

±254.4 ACRES  
76 LOTS AND 8 RESERVES

OUT OF THE  
J. DENSON SURVEY, A-23  
WALLER COUNTY, TEXAS

OWNER:  
AQU HOCKLEY PROJECT, LLC

PLANNER:

**LJA** **PLANNING & LANDSCAPE ARCHITECTURE**  
3600 W Sam Houston Pkwy S, Suite 600  
Houston, Texas 77042  
713.953.5200

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF WALLER COUNTY ORDINANCES GOVERNING LAND PLATTING IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE WALLER COUNTY JUDGE'S OFFICE. THIS PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED AND NEITHER LJA ENGINEERING, INC. NOR ANY OF ITS OFFICERS, OR DIRECTORS OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL CONSTRUCTION, SAFETY OR SUITABILITY TO THE PURPOSES INTENDED, OR ANY UTILITIES OR OTHER FACILITIES IN, ON, OVER OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT. ANY DRY UTILITIES SHOWN ON THIS PLAT (POWER, GAS, TELEPHONE, CABLE, ETC.) HAVE NOT BEEN DESIGNED, REVIEWED NOR APPROVED BY ANY DRY UTILITY PROVIDER. ANY DRY UTILITY ONE-LINES SHOWN ON THIS PLAT ARE CONCEPTUAL AND BASED SOLELY ON THE LOCATION OF THE PROPOSED DRY UTILITY EASEMENTS LOCATED IN THE LOTS.



LJA# 3126-2002

02.21.2024

UNRESTRICTED RESERVE "A"  
JORDAN RANCH DISTRIBUTION CENTER  
W.C.C.F. NO. 2104124

KINGSLAND BOULEVARD

100' R.O.W.  
(TO BE RECORDED)

R=1,950.02'  
D=25°18'43"  
L=861.47'  
CB=N 88°02'47" E  
C=854.48'

268.51'

P.O.B.

FND 5/8" IRC "MSG"

146.84'

N 32°04'54" E 97.48'

LIFT STATION EASEMENT  
W.C.C.F. NO. 2011847

SEE SHEET 8

3

RESTRICTED  
RESERVE "E"

KINGSLAND RANCH  
LOGISTICS PARK  
W.C.C.F. NO. 231498

N 11°07'30" W 595.74'

50' PHILLIPS PETROLEUM CO. ESMT.  
VOL. 130, PG. 600, W.C.D.R.

30' SANITARY SEWER EASEMENT  
W.C.C.F. NO. 2011849

N 11°07'35" W 424.85'

1

RESTRICTED  
RESERVE "C"

3.4017 AC. / 148,176 SQ. FT.  
(RESTRICTED TO DETENTION USE)

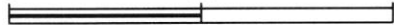
911 ADDRESSING:  
30265 KINGSLAND BLVD  
BROOKSHIRE TX 77423

SEE SHEET 11



NORTH

0 60 120 Feet



GRAPHIC SCALE: 1" = 60 '

FINAL PLAT OF  
CORNER AT  
KINGSLAND

A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.  
SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS  
1 BLOCK 3 RESERVES  
JANUARY 2024

UNRESTRICTED RESERVE "A"  
JORDAN RANCH DISTRIBUTION CENTER  
W.C.C.F. NO. 2104124

**KINGSLAND BOULEVARD**

100' R.O.W.  
(TO BE RECORDED)

R=1,950.02'

D=25°18'43"

L=861.47'

CB=N 88°02'47" E

C=854.48'

TBM J



446.12'

35' BUILDING LINE

15' S.S.E.

W.C.C.F. NO. 2305794

①

**UNRESTRICTED RESERVE "A"**

11.3931 AC. / 496,282 SQ. FT.

S 01°56'53" E 501.78'

SEE SHEET 12

SEE SHEET 7

SEE SHEET 9



**NORTH**

0 60 120 Feet

GRAPHIC SCALE: 1" = 60'

FINAL PLAT OF  
**CORNER AT  
KINGSLAND**

A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.

SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS

1 BLOCK 3 RESERVES

JANUARY 2024



UNRESTRICTED RESERVE "A"  
JORDAN RANCH DISTRIBUTION CENTER  
W.C.C.F. NO. 2104124

**KINGSLAND BOULEVARD**  
100' R.O.W.  
(TO BE RECORDED)

FND 5/8" IRC "WINDROSE"

S 79°17'52" E 513.46'

261.49'

N 01°56'53" W 530.94'

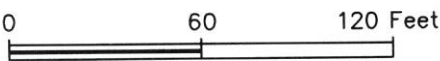
①

**UNRESTRICTED RESERVE "A"**  
11.3931 AC. / 496,282 SQ. FT.

SEE SHEET 13



**NORTH**



GRAPHIC SCALE: 1" = 60'

**FINAL PLAT OF  
CORNER AT  
KINGSLAND**

A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.  
SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS  
1 BLOCK 3 RESERVES  
JANUARY 2024

UNRESTRICTED RESERVE "A"  
JORDAN RANCH DISTRIBUTION CENTER  
W.C.C.F. NO. 2104124

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°42'50" E	33.72'

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,050.00'	1°21'37"	48.67'	S 79°58'41" E	48.67'
C2	25.00'	78°56'39"	34.45'	S 41°11'10" E	31.79'

KINGSLAND BOULEVARD  
100' R.O.W.  
(TO BE RECORDED)

KINGSLAND BOULEVARD  
100' R.O.W.  
W.C.C.F. NO. 1806479

S 79°17'52" E 513.46'  
251.97'

FND 5/8" IRC "WINDROSE"

SET 5/8" IRC "WINDROSE"  
X: 2,951,388.115 (GRID)  
Y: 13,840,289.590 (GRID)

SET 5/8" IRC  
"WINDROSE"

WATER METER EASEMENT  
W.C.C.F. NO. 2401621

JORDAN RANCH BOULEVARD  
100' R.O.W.  
W.C.C.F. NOS. 160050, 1600052, &  
1805479, VOL. 1419, PG. 751 &  
VOL. 1446, PG. 32, W.C.D.R.

CENTER AT KINGSLAND  
(TO BE RECORDED)

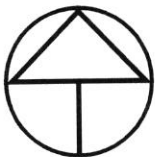
①  
UNRESTRICTED RESERVE "B"  
3.4092 AC. / 148,504 SQ. FT.

10' W.L.E.  
W.C.C.F. NO. 2305795

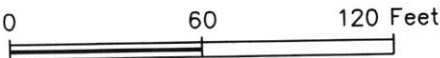
25' BUILDING LINE

R=1,750.00' D=13°27'58"  
L=411.30'  
CH=S 05°01'09" W 410.35'

SEE SHEET 13



NORTH



GRAPHIC SCALE: 1" = 60'

FINAL PLAT OF  
CORNER AT  
KINGSLAND

A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.  
SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS  
1 BLOCK 3 RESERVES  
JANUARY 2024

Z:\54705-WOODS ROAD\PLAT\PLAT\122549\20240207.-FINAL-LEGALPLAT-CORNER AT KINGSLAND-54705-P122549.DWG - DHERNANDEZ - 02/16/24

Item 22.

SEE SHEET 7

**RESTRICTED  
RESERVE "C"**  
3.4017 AC.  
148,176 SQ. FT.  
(RESTRICTED TO  
DETENTION USE)

**UNRESTRICTED  
RESERVE "A"**  
11.3931 AC.  
496,282 SQ. FT.

(2)  
UNRESTRICTED  
RESERVE "B"

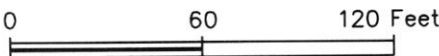
FND 5/8" IRC "MSG"  
X: 2,950,096.790 (GRID)  
Y: 13,839,779.799 (GRID)

(4)  
UNRESTRICTED  
RESERVE "D"

SEE SHEET 12



**NORTH**



GRAPHIC SCALE: 1" = 60'

FINAL PLAT OF  
**CORNER AT  
KINGSLAND**  
A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.  
SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS  
1 BLOCK 3 RESERVES  
JANURY 2024

Z:\54705-WOODS ROAD\PLAT\P122549\20240207.-FINAL-LEGALPLAT-CORNER AT KINGSLAND-54705-P122549.DWG - DHERNANDEZ - 02/16/24

Item 22.

SEE SHEET 8

①

UNRESTRICTED RESERVE "A"  
11.3931 AC. / 496,282 SQ. FT.

235.28'

R=19.00'  
D=90°00'00"  
L=29.85'  
CB=S 43°03'07" W  
C=26.87'

7' UTILITY EASEMENT  
W.C.C.F. NO. 2012187

1014.61'

S 88°03'07" W 1,278.27'

④

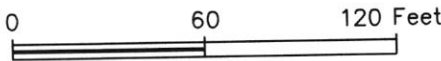
UNRESTRICTED  
RESERVE "D"  
KINGSLAND RANCH LOGISTICS PARK  
W.C.C.F. NO. 231498

SEE SHEET 13

SEE SHEET 11



NORTH



GRAPHIC SCALE: 1" = 60'

FINAL PLAT OF  
CORNER AT  
KINGSLAND

A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.  
SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS  
1 BLOCK 3 RESERVES  
JANURY 2024

Z:\54705-WOODS ROAD\PLAT\P122549\20240207.-FINAL-LEGALPLAT-CORNER AT KINGSLAND-54705-P122549.DWG - DHERNANDEZ - 02/16/24

Item 22.

SEE SHEET 9

911 ADDRESSING:

401-407 OLYMPIC LANE  
410-453 BRANCHWOOD LANE  
404-439 RIVIERA LANE  
401-412 ALPINE LANE  
400-408 SUMMERSET LANE  
403-425 VINTAGE LANE

①

UNRESTRICTED RESERVE "A"  
11.3931 AC. / 496,282 SQ. FT.

N 01°56'53" W 530.94'

8' AERIAL EASEMENT  
W.C.C.F. NO. 2012187

10' AERIAL EASEMENT  
W.C.C.F. NO. 2303130

10' EASEMENT  
W.C.C.F. NO. 2303130

S 88°03'07" W 1,278.27'

④

UNRESTRICTED  
RESERVE "D"  
KINGSLAND RANCH LOGISTICS PARK  
W.C.C.F. NO. 231498

SEE SHEET 14

SEE SHEET 12



NORTH

0 60 120 Feet

GRAPHIC SCALE: 1" = 60'

FINAL PLAT OF  
CORNER AT  
KINGSLAND

A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.  
SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS  
1 BLOCK 3 RESERVES  
JANURY 2024

Z:\54705-WOODS ROAD\PLAT\P122549\20240207.-FINAL-LEGALPLAT-CORNER AT KINGSLAND-54705-P122549.DWG - DHERNANDEZ - 02/16/24

SEE SHEET 13

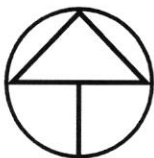
SEE SHEET 9

Item 22.

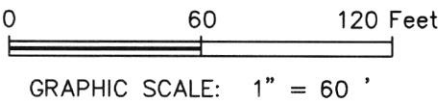
911 ADDRESSING:  
400-417 N. TURNBERRY LANE  
402-410 S. TURNBERRY LANE

①  
**UNRESTRICTED RESERVE "B"**  
3.4092 AC. / 148,504 SQ. FT.

④  
**UNRESTRICTED RESERVE "D"**



**NORTH**



40' R.O.W. EASEMENT  
VOL. 331, PG. 210, W.C.D.R.

25' BUILDING LINE

$R=1,750.00'$   $D=13^{\circ}27'58''$   
 $L=411.30'$   
 $CH=S\ 05^{\circ}01'09''\ W\ 410.35'$   
**JORDAN RANCH BOULEVARD**  
100' R.O.W.  
W.C.C.F. NOS. 160050, 1600052, &  
1805479, VOL. 1419, PG. 751 &  
VOL. 1446, PG. 32, W.C.D.R.

SET 5/8" IRC "WINDROSE"  
X: 2,951,374.154 (GRID)  
Y: 13,839,823.246 (GRID)

CALLED 0.5846 ACRES  
WALLER COUNTY, TEXAS  
VOL. 1446, PG. 32, W.C.D.R.

WILLOW CREEK FARMS  
PHASE II, SEC 2  
VOL. 1419, PG. 751, W.C.D.R.

FINAL PLAT OF  
**CORNER AT KINGSLAND**

A SUBDIVISION OF  
18.204 ACRES / 792,962 SQ. FT.  
SITUATED IN THE  
H.T.&C. R.R. CO. SURVEY,  
SECTION 101, ABSTRACT NO. 168  
WALLER COUNTY, TEXAS  
1 BLOCK 3 RESERVES  
JANUARY 2024



MEYER ENVIRONMENTAL DESIGNS, LLC  
 31410 VISTA CREST CT, HOCKLEY, TX 77447  
 713-303-1243 | MEYERENVIRONMENTALDESIGNS@OUTLOOK.COM

HILARIO & CELIA PEREZ  
 37729 MITO LN  
 BROOKSHIRE, TX 77423  
 A-337, A&M 337, TRACTS LOT 25-1, ACRES 2.0  
 PROPERTY ID: 210317  
 WALLER COUNTY

CALCULATIONS:  
 PROPOSED 3BR <2,500SF MOBILE HOME  
 Q: 240 GALLONS PER DAY  
 SOIL LOADING RATE: 0.045  
 ABSORPTION AREA REQUIRED: 5,333SF  
 ABSORPTION AREA DESIGNED: 6,655SF

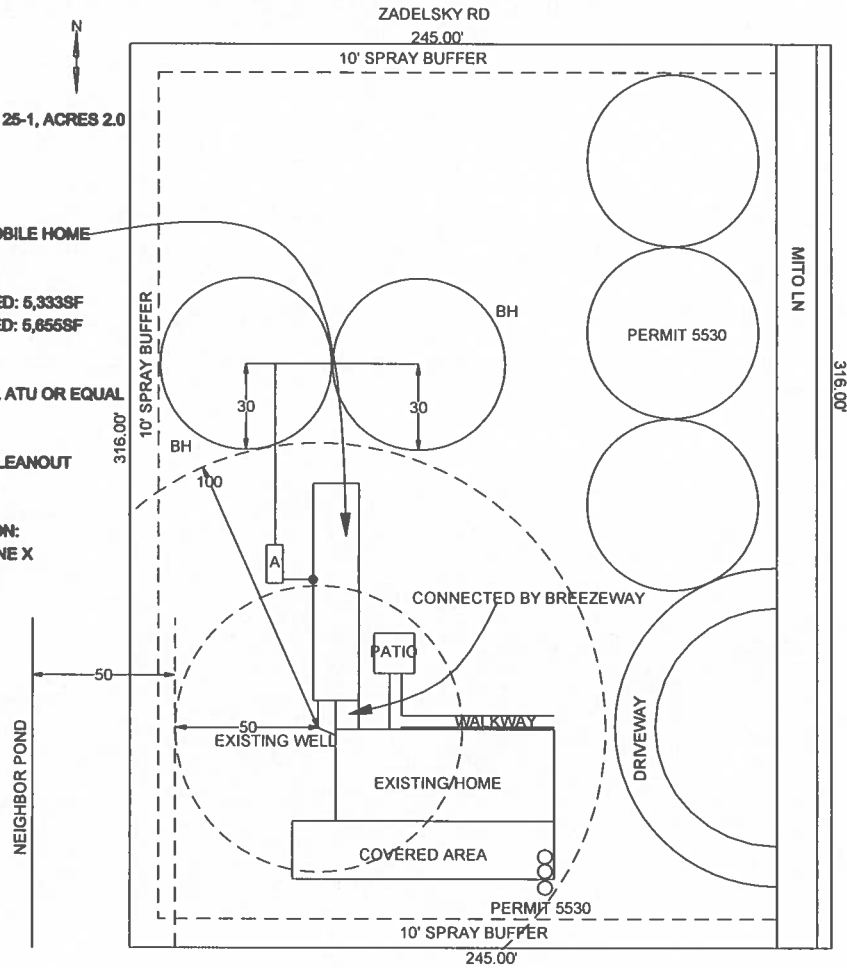
TANK A:  
 PROPOSED PROFLO 500 GAL ATU OR EQUAL  
 SUPPLY LINE:  
 1" SCH 40 PVC  
 ● = 4" SCH 40 PVC 2-WAY CLEANOUT

SLOPE: <2%  
 FLOOD PLAIN DETERMINATION:  
 SITE IS LOCATED WITHIN ZONE X

SCALE: 1" = 50'



DRAWN BY: R.T.  
 APPROVED BY: A.R./J.R.



02/03/2024  
 Project# 2023-460



# Waller County Road & Bridge Department

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

Item 24.

\$100.00 Fee

## SINGLE FAMILY VARIANCE REQUEST APPLICATION

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

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

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

PROPERTY OWNER INFORMATION
Name: Hilario & Celia Perez
Mailing Address: PO Box 115
City, State, Zip: Pattison TX 77466
Email: maxlequipment@gmail.com
Phone: 979-270-2581

APPLICANT INFORMATION
Name: Celia Perez
Mailing Address: PO Box 115
City, State, Zip: Pattison TX 77466
Email: maxlequipment@gmail.com
Phone: 979-270-2581

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

Address of Property 37729 Mito Ln. Brookshire TX 77423 Property ID # 210317 Acreage 2.

### PLEASE PROVIDE THE FOLLOWING:

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

### VARIANCE REQUEST OVERVIEW & JUSTIFICATION

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

Parents are trying to allow their son to live on the same property. To do so an additional septic system is needed for them to move in a mobile home. Grandson has a major heart condition & would like to be close.

### OWNER/APPLICANT CERTIFICATION & ACKNOWLEDGEMENT

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

Celia Perez	CELIA PEREZ	12.1.23
Printed Owner/Applicant Name	Signature Owner/Applicant	Date

### OFFICE USE ONLY

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	NOTES
Waller County Commissioner Prct 1 2 3 4 Date	RECEIVED DEC - 1 2023 By [Signature]
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash \$100.00 Check # CC ID #

026536

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

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§

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF WALLER

That MILLENNIUM INTERESTS LTD., A TEXAS LIMITED PARTNERSHIP, of the County of Harris, State of Texas (herein called Grantors), of and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid by --- AMADO BARRIENTOS & HILARIO PEREZ @ 31938 A KATY BROOKSHIRE RD., BROOKSHIRE, TX 77423---(herein called Grantees), receipt of which is hereby acknowledged, (subject to the exceptions, reservations, and covenants hereinafter set forth); and for the further consideration of the execution and delivery by Grantees of their one certain promissory note, of even date herewith, in the principal sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100\*\*\*\*\*DOLLARS, payable to the order of Grantors as therein provided, and such promissory note containing the usual clauses providing for acceleration of maturity, past due interest and attorney's fees;

HAVE GRANTED, SOLD and CONVEYED, and by these present to GRANT, SELL and CONVEY unto Grantees, the SURFACE ESTATE ONLY in and to that certain unrecorded real property described as follows in Waller County, Texas, and being more particularly described as follows:

A tract out of 221.3990 acres of land in the W.W. Snyder Survey, Abstract 337, (Section 8), Waller County, Texas, more particularly described in EXHIBIT "A" attached hereto and made a part hereof for all intents and purposes.

It is understood and agreed by and between the parties hereto that this conveyance is made subject to the following:

1. Right-of-Way dated July 31, 1959, granted to Waller County and recorded in Volume 163, page 244 of the Deed Records of Waller County, Texas.
2. Visible and apparent easements on or across the property.

SAVE AND EXCEPT, and Grantor does hereby reserve unto Grantor, his heirs, executors, administrators, successors and assigns, all present interest in and to the oil, gas and other minerals in and under and that may be produced from the above described real property, and such oil, gas and other minerals shall include all mineral interests, royalty interests, and reversionary rights in and to such mineral and/or royalty interests, which are of record with the County Clerk's office of Waller County, Texas.


This conveyance is subject to all terms, conditions, reservations, stipulations and requirements set out in that certain Contract for Deed executed by Grantee executed on March 5, 2002.

Grantor shall have no liability for and the Grantee has agreed to indemnify Grantor from any and all liability, causes of action, claims, demands, damages, injuries, costs and expenses (including reasonable attorneys fees)(collectively "liability") related to the property which are incurred, made or asserted against Grantor or against the property, including without limitation, liability incurred, made or asserted after the date of this deed, relating to environmental condition, violations or remedial costs, including, without limitation, those costs which result from the sole or concurrent negligence of Grantor. Grantee shall have no right or claim against Grantor for damages, rescission of the sale, reduction of sales price or otherwise because of the physical condition of the property (including without limitation, its environmental condition), any such right or claim being hereby expressly waived by Grantee. The waivers, exculpation and indemnity to Grantor provided above shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever; and the Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantees above named, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof and except as to taxes and assessments subsequent to March 5, 2002, which are expressly assumed by Grantees.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this the 9th day of SEPTEMBER, A.D. 2002.

BY:   
Beau S. King - President, Beau/Ray Inc.,  
The General Partner of Millennium Interests  
Ltd., a Texas Limited Partnership

VOL 0747 PG 167

THE STATE OF TEXAS

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§  
§

COUNTY OF HARRIS

Before me, the undersigned authority, on this day appeared Beau S. King, President, Beau/Ray Inc., the General Partner of Millennium Interests Ltd., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

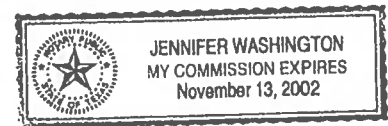
Given under my hand and seal of office on this the 9TH day of SEPTEMBER, A.D. 2002.

My Commission Expires: 11/13/2002

*Jennifer Washington*  
Notary Public in and for the State of Texas  
Notary's Printed Name: JENNIFER WASHINGTON

When Recorded, Please Return to:

MILLENNIUM INTERESTS LTD.  
P.O BOX 13172  
HOUSTON, TX 77019



## LEGAL DESCRIPTION

**TRACT 25**

BEING A 11.100 ACRE TRACT OF LAND OUT OF A PORTION OF A CALLED 221.3990 ACRE TRACT OF LAND IN THE W. W. SNYDER SURVEY, ABSTRACT 337, SECTION 8, WALLER COUNTY, TEXAS. SAID TRACT BEING A PART OF THE IDA MAE BULLER MORTON (FIRST TRACT), CALLED 343.483 ACRE TRACT OF LAND, RECORDED IN VOLUME 237, PAGE 179, DEED RECORDS OF WALLER COUNTY, TEXAS. SAID 11.100 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A FOUND COTTON PICKER SPINDLE WITH CAP AT THE NORTHWEST CORNER OF SAID CALLED 221.3990 TRACT OF LAND AND BEING THE CENTERLINE INTERSECTION OF ZADELSKY ROAD (80 FEET WIDE) AND BULLER ROAD (80 FEET WIDE) AS RECORDED IN VOLUME 163, PAGE 244 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS;

**THENCE** NORTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID ZADELSKY ROAD, SAME BEING THE NORTH LINE OF SAID 221.3990 ACRE TRACT OF LAND, A DISTANCE OF 4221.60 FEET TO A PK NAIL SET IN THE CENTERLINE OF SAID ZADELSKY ROAD FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND;

**THENCE** NORTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE CENTERLINE OF SADI ZADELSKY ROAD AND THE NORTH LINE OF SAID CALLED 221.3990 ACRE TRACT A DISTANCE OF 245.85 FEET TO A PK NAIL SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

**THENCE** SOUTH 00 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 1968.41 FEET TO A 5/8 INCH IRON ROD SET IN A NORTH LINE OF A CALLED 115.00 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 597, PAGE 63 OF THE OFFICIAL RECORDS OF WALLER COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

**THENCE** NORTH 89 DEGREES 56 MINUTES 20 SECONDS WEST, ALONG THE NORTH LINE OF SAID 115.00 ACRE TRACT, A DISTANCE OF 245.88 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

**THENCE** NORTH 00 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 1964.93 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 11.100 ACRES OF LAND MORE OR LESS.

  
FRED F. LAWTON, REGISTERED PROFESSIONAL LAND SURVEYOR # 5530



J:\King\ZADELSKY.doc

Filed for Record Sept. 23

RECORDED Sept. 25

A.D., 2002 at 1:38 o'clock P. M.

A.D., 2002 at 3:00 o'clock P. M.

CHERYL PETERS, County Clerk, Waller County, Texas

By  Deputy



**Meyer Environmental Designs**

31410 Vista Crest Court, Hockley, TX 77447 713.303.1243

## Design Summary

### Spray Surface Application

*Basis for design is the Texas Administrative Code (TAC) Chapter 285*

**Property Address: 37729 Mito Ln, Brookshire, TX 77423**

**Calculations: Proposed 3 Bedroom <2,500SF Mobile Home = 240 Gallons per Day**

1. An OSSF permit must be granted by the permitting authority in which the property lies, before any construction takes place.
  - a. Installation must be completed by a licensed TCEQ OSSF Installer II.
  - b. Installer must obtain an inspection approval from the permitting authority before the system is backfilled.
  - c. A maintenance contract must be kept active on the system for the entirety of its operation. Maintenance reports must be submitted to the governing authority, per TCEQ Rules.
2. All non-wastewater lines shall not be tied into the proposed OSSF, including but not limited to:
  - a. Condensation/Runoff from A/C units, ice makers, or other refrigeration equipment. Backwash from pools or water softeners.
3. Chlorinator must be ANSI/NSF Approved.
4. High Water Alarm (HWA) is required and must be installed on a separate circuit from the pump.
  - a. Battery powered alarms shall not be used.
  - b. Alarm shall have a light and audible speaker.
5. Spray area must be cleared of all debris prior to installation.
6. The maximum inlet pressure for sprinklers shall be 40 psi. Low angle nozzles (15 degrees or less in trajectory) shall be used in the sprinklers to keep spray stream low and reduce aerosols. A Bypass in the pump tank is to be installed to regulate the pressure.
7. A timer that operates by hours and minutes must be used and should be set for the pump to run between midnight and 5 AM.
  - a. Pump must be installed with a float that is set to where the "pump off" (down) position is above the pump inlet.
  - b. Pump float must be wired with the timer inside the control panel. **PUMP MUST NOT BE CONNECTED DIRECTLY TO FLOAT.**
  - c. **IF DAILY FLOW RATES EXCEED THE GALLONS PER DAY (GPD) LISTED ON THE DESIGN THEN THIS PACKET WILL BECOME INVALID.**
    - i. It is the responsibility of the property owner and maintenance provider to ensure the system is not being overused.
8. Distribution piping shall be installed below the ground surface and a hose bib shall not be connected to the distribution piping. An unthreaded sampling port shall be provided in the treated effluent line in the pump tank.
9. All electrical components shall be installed using only N.E.M.A. approved outdoor electrical devices.
  - a. A quick pull disconnect must be installed within line of sight of electrical components on tanks.
  - b. All electrical connections for the pump(s) should be installed outside the pump tank or in a sealed/liquid tight junction box, inside the tank, with wire nuts.
  - c. All electrical connection for the compressor(s) should be wired directly inside the control panel. If the connection is made outside of the panel, wire nuts and a liquid tight junction box must be used.
10. The design is valid for one year from the date shown on the design.
11. If the site has been altered between the site evaluation and installation or if discrepancies exist between the design and actual layout of the property, the installer shall notify the designer prior to any work being completed.
12. Construction materials and methods shall be pursuant to state and county rules and policies, unless specifically noted that it has been approved by the permitting authority on this design.
13. Distribution area shall be seeded or sodded after it is backfilled.
  - a. Grading for tanks and distribution area shall be graded with positive runoff to avoid puddling or water formation around the OSSF area.
  - b. Spray heads shall not be within 10' of any trees.
    - i. Heads should not spray any trees producing any food whatsoever.



DRAWN BY: R.T.  
APPROVED BY: A.R./J.R.

11/27/2023





MEYER ENVIRONMENTAL DESIGNS, LLC  
31410 VISTA CREST CT, HOCKLEY, TX 77447  
713-303-1243 | MEYERENVIRONMENTALDESIGNS@OUTLOOK.COM

HILARIO & CELIA PEREZ  
37729 MITO LN  
BROOKSHIRE, TX 77423  
A-337, A&M 337, TRACTS LOT 25-1, ACRES 2.0  
PROPERTY ID: 210317  
WALLER COUNTY

CALCULATIONS:  
PROPOSED 3BR <2,500SF MOBILE HOME  
Q: 240 GALLONS PER DAY  
SOIL LOADING RATE: 0.045  
ABSORPTION AREA REQUIRED: 5,333SF  
ABSORPTION AREA DESIGNED: 5,655SF

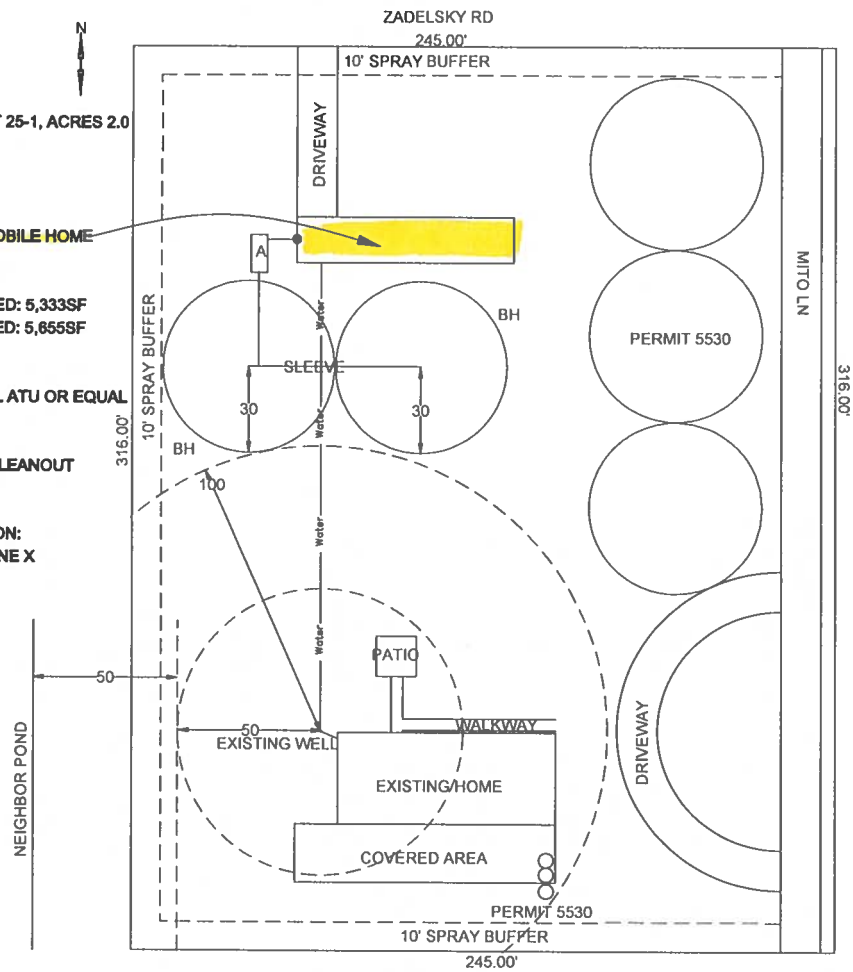
TANK A:  
PROPOSED PROFLO 500 GAL ATU OR EQUAL  
SUPPLY LINE:  
1" SCH 40 PVC  
● = 4" SCH 40 PVC 2-WAY CLEANOUT

SLOPE: <2%  
FLOOD PLAIN DETERMINATION:  
SITE IS LOCATED WITHIN ZONE X

SCALE: 1" = 50'



DRAWN BY: R.T.  
APPROVED BY: A.R./J.R.



11/27/2023  
Project# 2023-460

## Property Details

Account		
Property ID:	210317	Geographic ID: 346005-025-001-000
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	37729 MITO LN BROOKSHIRE, TX 77423	
Map ID:	3862 SOUTH	Mapsco: H02_NE
Legal Description:	S346005 A-337 A&M 337 TRACTS LOT TR 25-1 ACRES 2.0 S# DSDAL51928A HUD# NTA1459153;TITLE # REAL PROPERTY	
Abstract/Subdivision:	S346005 - A-337 A&M 337 TRACTS	
Neighborhood:	R-7	
Owner		
Owner ID:	305221	
Name:	PEREZ CELIA	
Agent:		
Mailing Address:	& HILARIO PEREZ PO BOX 115 PATTISON, TX 77466	
% Ownership:	100.0%	
Exemptions:	HS - Homestead For privacy reasons not all exemptions are shown online.	

## Property Values

<b>Improvement Homesite Value:</b>	\$135,010 (+)
<b>Improvement Non-Homesite Value:</b>	\$4,120 (+)
<b>Land Homesite Value:</b>	\$180,000 (+)
<b>Land Non-Homesite Value:</b>	\$0 (+)
<b>Agricultural Market Valuation:</b>	\$0 (+)



**Appendix A**  
**Cost Proposal/Disposal Method - ONE DAY EVENT**

Category	Handling/Packaging**	\$/Pound	Extended Price	Revenue for End User
Televisions	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Computer Monitors	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Peripherals	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Facsimile Machines	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Video Game Systems	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Consumer Electronics (VCRs, stereos, telephones, DVD players, tape recorders/players, games, calculators, etc.)	\$ -	\$0.15 Charge	\$0.15 Charge	\$0.15 Charge
Central Processing Units	\$ -	\$0.15 Credit	\$0.15 Credit	\$0.15 Credit
Laptops, Notebooks, and Tablets	\$ -	\$0.45 Credit	\$0.45 Credit	\$0.45 Credit
Cellular Phones (without batteries)	\$ -	\$3.00 Credit	\$3.00 Credit	\$3.00 Credit

\*\*Space has been provided to list multiple Handling/Packaging methods for these materials. Handling/Packaging methods may include, but are not limited to, Loosepack, Cubic Yard Box, Pallet, Other, etc. If using "Other" method please explain method in detail.

<b>Mobilization</b>	One-Day Collection Events	0-500 Cars	0
		501-1000 Cars	0
		1001-1500 Cars	0
		1501-2000 Cars	0
		Over 2001 Cars	0

<b>Labor (per hour - if charged separately)</b>	Technicians	\$26.25 / hour
	Traffic Control	Local Cost
	Laborers	\$21.00 / hour
	Site Security	Local Cost
	Other (driver/supervisor)	\$31.50 / hour

**Supplies (unit cost - if charged separately)**

Cubic Yard Boxes	\$	0
Plastic sheeting	\$	0
Pallets	\$	0
Pallet jack	\$	0

Shrink wrap	\$	0
Tents	\$	0
Tables and chairs	\$	0
Forklift	\$	\$650.00 or Local Cost
Signage	\$	0
Traffic control devices and safety cones	\$	0
First aid supplies	\$	0
Portable restroom facilities	\$	Local Cost
Other (please indicate)	\$	0
Other (please indicate)	\$	0
Other (please indicate)	\$	0

**Transportation**

Straight truck/box truck	\$	\$787.50 or Local Cost
Semi truck	\$	\$194.25 / Hour - Min 4 Hrs
Fuel Surcharge, if any	\$	0
Other (specify)	\$	0



**Appendix A**  
**Cost Proposal/Disposal Method - PERMANENT FACILITY**

Category	Handling/Packaging**	\$/Pound	Extended Price	Revenue for End User
Televisions	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Computer Monitors	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Peripherals	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Facsimile Machines	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Video Game Systems	\$ -	\$0.10 Charge	\$0.10 Charge	\$0.10 Charge
Consumer Electronics (VCRs, stereos, telephones, DVD players, tape recorders/players, games, calculators, etc.)	\$ -	\$0.15 Charge	\$0.15 Charge	\$0.15 Charge
Central Processing Unit	\$ -	\$0.15 Credit	\$0.15 Credit	\$0.15 Credit
Laptops, Notebooks, and Tablets	\$ -	\$0.45 Credit	\$0.45 Credit	\$0.45 Credit
Cellular Phones (without batteries)	\$ -	\$3.00 Credit	\$3.00 Credit	\$3.00 Credit

\*\*Space has been provided to list multiple Handling/Packaging methods for these materials. Handling/Packaging methods may include, but are not limited to, Loosepack, Cubic Yard Box, Pallet, Other, etc. If using "Other" method please explain method in detail.

**Mobilization**                      Permanent Facility

**Labor (per hour - if charged separately)**

Technicians \$26.25 / hour  
Traffic Control Local Cost  
Laborers \$21.00 / hour  
Site Security Local Cost  
Other (specify) \$31.50 / hour

**Supplies (unit cost - if charged separately)**

Cubic Yard Boxes	\$	0
Plastic sheeting	\$	0
Pallets	\$	0
Pallet jack	\$	0
Shrink wrap	\$	0
Tents	\$	0
Tables and chairs	\$	0
Forklift	\$	\$650.00 or Local Cost



Signage	\$	0
Traffic control devices and safety cones	\$	0
First aid supplies	\$	0
Portable restroom facilities	\$	Local Cost
Other (please indicate)	\$	0
Other (please indicate)	\$	0
Other (please indicate)	\$	0
<b>Transportation</b>		
Straight truck/box truck	\$	\$194.25 per collection
Semi truck	\$	\$250.00 - \$650.00
Fuel Surcharge, if any	\$	0
Other (specify)	\$	0

## 2024 Estamated Vehicle Cost

	Tahoe 2024	2024 Equinox	K9 Tahoe	2500 HD
Vehicle Purchase Price	\$ 56,105.00	\$ 32,780.00	\$ 56,105.00	\$ 55,595.00
Up Fitting total cost:				
Lighting & Equipment	\$ 25,500.00	\$ 1,517.14	\$ 29,934.80	\$ 3,200.00
Computer/Printer	\$ 6,000.00	\$ -	\$ 6,000.00	
Radio	\$ 3,100.00	\$ -	\$ 3,100.00	
Camera System w/o EOS	\$ 9,020.46	\$ -	\$ 17,169.90	
Total per vehicle:	\$ 99,725.46	\$ 34,297.14	\$ 112,309.70	\$ 58,795.00

5	Patrol Tahoe	\$ 498,627.30
2	K-9 Tahoe	\$ 224,619.40
6	Equinox	\$ 205,782.84
1	2500 HD Truck	\$ 58,795.00
Total		\$ 987,824.54



## Waller County PCT 4

Schedule A Quote # 012920

### (2) Added Key Pads

#### Prepared For:

Daniel Mose  
32225 U.S. 90  
Brookshire, TX 77423

P: 979-826-4204

E: DMose@xpernet.com

#### Ship To:

Waller County PCT 4  
32225 US-90  
Brookshire, TX, 77423

### ICS- Houston

#### Prepared By:

Brent Blevins  
8713 Fallbrook Dr  
Houston, Texas 77064

P: (281) 807-2709

E: bblevins@ics-com.net

#### Date Issued:

02.15.2024

#### Expires:

03.30.2024

Part #	Description	One Time Price	Qty	Ext. Price
ACISPRIPWMTDKEYP ADDRD	<b>ISONAS Pure IP Wallmount Keypad-Reader RFID proximity reader Bluetooth 4.1</b>	\$1,344.99	2	\$2,689.98
ACCTPUREIPRC04PGT L	<b>Clear2There Pure IP RC-04 Cable (10&amp;#39 Pigtail)</b>	\$94.50	2	\$189.00
ACC2TDORWINSSENSO R	<b>Clear2There Door/ Window Sensor (Required per door)</b>	\$36.76	2	\$73.52
SERVICEACD1	<b>Service for Access Control Door - 1 year</b>	\$120.00	2	\$240.00
CBLLVSG6PKG	<b>Single Cat 6 Cable Installation with Insert, Plate, Cable and Labor</b>	\$195.00	2	\$390.00
LABOR H LV INST 1ST	<b>Houston Low Voltage Level 1 Installer 1st Hour</b>	\$150.00	1	\$150.00
LABOR H LV INST ADD	<b>Houston Low Voltage Level 1 Installer Additional Hours</b>	\$95.00	9	\$855.00
ACGNELECTRICSTRIKE	<b>Electric Strike</b> Can be removed if in the door hardware scope.	\$400.00	2	\$800.00

One Time Quote Summary	Amount
Adding Two Readers at PCT4	\$5,387.50
<b>Total:</b>	<b>\$5,387.50</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing increases or other errors.

#### Standard Cash Payment Terms:

Unless under a sub-contractor MSA, all orders directly to customers require a 50% deposit and progress billing.

Standard Terms and Conditions: <https://www.ics-com.net/standard-terms-and-conditions>

If this is a Managed IT renewal, by digitally signing this document, the customer agrees to the ICS Managed IT terms and conditions located at <https://www.ics-com.net/managed-it-service-contract/>

Quote Acceptance

ICS- Houston

Waller County PCT 4



Brent Blevins

Signature / Name

02/15/2024

Date

Signature / Name

Initials

Date

TWDB Commitment No. G1001333

TEXAS WATER DEVELOPMENT BOARD

WALLER COUNTY, TEXAS

## AMENDMENT NO. 3

This Contract made and entered on July 26, 2021, and previously amended on January 30, 2023 and on July 6, 2023, is hereby amended as follows:

1. Section I, Article I, DEFINITIONS, Item 13 is amended to read as follows:

13. CONTRACT EXPIRATION DATE –May 30, 2024.

All other terms and conditions of the TWDB Contract for Commitment No. G1001333 remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Amendment to be duly executed.

WALLER COUNTY

By: \_\_\_\_\_  
Carbett "Trey" J. Duhon III  
County Judge

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

TWDB Commitment No. G1001319  
TEXAS WATER DEVELOPMENT BOARD

and

WALLER COUNTY, TEXAS

AMENDMENT NO. 3

This Contract made and entered on July 26, 2021, and previously amended on January 20, 2023 and June 6, 2023 is hereby amended as follows:

1. Section I, Article I, DEFINITIONS, Item 13 is amended to read as follows:

13. CONTRACT EXPIRATION DATE – May 30, 2024.

All other terms and conditions of the TWDB Contract for Commitment No. G1001319 remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Amendment to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

WALLER COUNTY

By: \_\_\_\_\_  
Jeff Walker  
Executive Administrator

By: \_\_\_\_\_  
Carbett "Trey" J. Duhon III  
County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

February 1, 2024

## **Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information**

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2024, assuming this reporting continues to be a requirement. Reporting will consist of Form 1095C, which must be provided both to employees and the IRS (plus transmittal Form 1094C, filed with IRS). Current law requires all employers with 50 or more full-time equivalent employees to file these forms. ARTS will provide measurement period tracking for 2024 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

**As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2024, assuming program deadlines are met.**

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2024 reports. **Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.** The information provided will be used to determine:

- 1) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 2) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the **2024 ARTS Renewal Confirmation Program Agreement** on page 1. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to [ARTS@county.org](mailto:ARTS@county.org) no later than **3/31/2024** if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



## ACA Reporting and Tracking Service (ARTS) 2024 Renewal Confirmation Program Agreement

HEBP Member: (Pooled Group or ASO)

### Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking for 2024 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2023 data was provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of your county/district's 1095C forms, shipped to you for distribution to employees (optional direct mail service for additional fee);*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

### Program Requirements

- 1) Participants agree to provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by TAC HEBP (ARTS Data File Guide attached):
  - **Payroll data files must be provided for each payroll cycle, and should be submitted at least once per calendar month.**
  - **Employee data files must be provided, at a minimum, once per quarter.**
  - **LOA data files may be provided if and when applicable.**

**NOTE:** *It is critical that you provide your files in the proper format and the correct naming convention. Failure to do so may result in our inability to provide this service to your county or district.*

- 2) Group agrees to pay program fees as described in the **2024 ARTS Fee Schedule** on page 2.

### Enrollment and Data Submission Deadlines

- Please refer to the enclosed "2024 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than **March 31, 2024** in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 5, 2024, to avoid late fees, however, **we recommend that you continue sending your files after each payroll or at least monthly** to avoid getting backlogged.

\_\_\_\_\_ **Initials**



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## ACA Reporting and Tracking Service (ARTS) HEBP Member (Fully Insured or ASO) 2024 Fee Schedule for Renewing Participant

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.75 / form	<b>Waived</b>
2	<input checked="" type="checkbox"/>	<b>Optional</b> Forms Distribution ( <i>group chooses to have TAC mail employee forms</i> )	\$ 1.50 / form	If applicable, will be billed in 2025 after forms are produced
3	<input type="checkbox"/>	Late fee for service election form ( <i>after 3/31/2024</i> )	\$1,500	
4	<input type="checkbox"/>	Late fee for data submission ( <i>after 8/5/2024 and/or 1/10/2025</i> )	\$3,000	If applicable, will be billed in 2025 after forms are produced
		<b>Total Amount Due:</b> (if zero, enter 0.00)		\$ <b>0.00</b>

*\*Per 1095C form*

*Fees subject to change annually*

\_\_\_\_\_  
Initials



ACA Reporting and Tracking Service (ARTS)  
Contact Designation Form

**Contracting Authority:** Waller County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

**Name:** Carbett "Trey" J. Duhon, III **Title:** Waller County Judge  
**Address:** 425 FM 1488 #106, Hempstead, TX 77445  
**Phone:** 979-826-7700 **Fax:** \_\_\_\_\_  
**Email:** t.duhon@wallercounty.us

**Primary Contact:** Main contact for data file and reporting matters pertaining to the ARTS program.

**Name:** Joan Sargent **Title:** Waller County Treasurer  
**Mailing Address:** 425 FM 1488 #102, Hempstead, TX 77445  
**Delivery Address (no PO Boxes):** 425 FM 1488 #102, Hempstead, TX 77445  
**Phone:** 979-826-7707 **HIPAA Secured Fax#:** 979-472-3909  
**Email:** j.sargent@wallercounty.us

**Other Contact Emails for ARTS correspondence regarding data files, if any:**

**Signature** of County Judge or Contracting Authority

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

**Print Name and Title**

03/06/24

**Date**

Payroll Software provider: Tyler Technologies  
Software Version #: ERP Pro 10



Emmett & Miriam  
**McCoy**  
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES  
2023 Certificate of Membership  
County Investment Academy

**Hon. Joan Sargent**

Successfully completed investment education that satisfies Section 2256.008 of  
the Texas Public Funds Investment Act. This ongoing commitment to  
continuing education provides maximum benefit to

**Waller County**

Issued by the Texas Association of Counties the thirty-first day of December, 2023

*Nathan Craddock*

Mr. Nathan Craddock, President

*Susan M Redford*

Ms. Susan Redford, Executive Director



County Treasurers' Association of Texas  
2023 Certificate of Compliance  
Public Funds Investment Act



This Certifies That  
Hon. Joan Sargent  
Treasurer  
Waller County

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the two year period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008, Investment Training; Local Governments.

*Karrie Crowmover*

Honorable Karrie Crowmover, President  
County Treasurers' Association of Texas

*Diana M Spieker*

Honorable Diana Spieker, Chair  
Certification and Validation Committee



County Treasurers' Association of Texas  
2023 Certificate of Compliance  
Continuing Education



This Certifies That  
**Hon. Joan Sargent**  
Treasurer  
Waller County

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

*Katie Crowmover*

Honorable Katie Crowmover, President  
County Treasurers' Association of Texas

*Danna M. Spiker*

Honorable Danna Spiker, Chair  
Certification and Validation Committee

**Fax:** **(281) 351-4099**

**Tomball, Texas**

**Sisp:**

Item 34.

01/09/23

Dalton Cole

Quote:

Order:

(Quotes good for 30 days)

Phone:

Contact:

Email:

Zip:

County:

Zip:

County:

Capacity:

Empty Wgt:

Color: White

Year: ~~2022~~

Make: Reading Chev 3/4 #1003

Body Style:

SL

[illegible]

ADDRESS  
Waller County

SHIP TO  
Waller County

DATE  
02/08/2024

TOTAL  
\$9,750.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
CM Bed # 388429	CM SB - 98/78VVSSG2M Serial #MB00384943	1	9,750.00	9,750.00
SUBTOTAL				9,750.00
TAX				0.00
TOTAL				\$9,750.00

THANK YOU.

Accepted By

Accepted Date





**Batterson Truck Equipment, L.L.C.**  
 5430 KILLOUGH STREET  
 HOUSTON, TX 77086

Phone 2815986588 Fax 281-598-6599

## QUOTATION

Date	Number
2/8/2024	25517

Name / Address

WALLER COUNTY ROAD & BRIDGE  
 775 BUSINESS 290 EAST  
 HEMPSTEAD, TEXAS 77445

P.O. No.	Terms	Rep	www.battersontruck.com		
	Net 10 Days	LI			
Description			Qty	Cost	Total
WE ARE PLEASED TO QUOTE DALTON THE FOLLOWING UPFIT ON HIS 2015 CHV 2500 HD SRW PICKUP WITH 8FT BED:			1	12,967.00	12,967.00
- REMOVE PICKUP BED AND INVENTORY AT BTE - RKI L5680 SERVICE BODY WITH STANDARD COMPARTMENTS, SHELVING, & DIVIDERS, SLAM TAILGATE, STAINLESS STEEL PADDLE LATCHES, ALL LIGHTS & REFLECTORS, AND THE FOLLOWING SPECS: 14 gauge galvaneal steel construction. Double panel doors with 14 gauge galvaneal outer panel and 18 gauge galvaneal inner panel. 12 gauge tread plate floor. Stainless steel integral rod door hinge pins. Stainless steel pillow blocks with self-lubricating bushings. Body fully undercoated. Limited Lifetime warranty. - MASTER LOCKS - 8" STEEL TP BUMPER - HD RECEIVER HITCH WITH 7-WAY PLUG - MOUNTING KIT - WIRING HARNESS - FUEL FILL KIT - BODY & BUMPER PRIMED AND PAINTED WHITE - LABOR TO INSTALL - CERTIFICATION  VIN:					

Your Business is Appreciated, CR CARD PAY WILL INCUR A 3.5% ADD FEE.  
 Quotation Valid for 10 Days

**Total**

Signature



**Batterson Truck Equipment, L.L.C.**  
 5430 KILLOUGH STREET  
 HOUSTON, TX 77086

Phone 2815986588 Fax 281-598-6599

## QUOTATION

Date	Number
2/8/2024	25517

Name / Address

WALLER COUNTY ROAD & BRIDGE  
 775 BUSINESS 290 EAST  
 HEMPSTEAD, TEXAS 77445

P.O. No.	Terms	Rep	www.battersontruck.com		
	Net 10 Days	LI			
Description			Qty	Cost	Total
*NOTES: - QUOTED PRICE DOES NOT INCLUDE DEALERSHIP SYSTEM FLASH IF NECESSARY* - QUOTED PRICE DOES NOT INCLUDE MOVING REAR PARK SENSORS IF NECESSARY* - BLIS SYSTEM & SIDE SENSORS (LANE CHANGE ALERT WITH SIDE SUPINC, BLIND ZONE ALERT, REAR CROSS TRAFFIC ALERT) ARE NOT COMPATIBLE WITH SERVICE BODY APPLICATION AND WILL BE REMOVED AS IT WILL NOT TRANSFER TO SERVICE BODY*					

Your Business is Appreciated, CR CARD PAY WILL INCUR A 3.5% ADD FEE.  
 Quotation Valid for 10 Days

**Total**

\$12,967.00

\*\*\*This quote is for estimation purposes and is not a guarantee of cost of services.  
 Quote is based on current information from client about the project requirements.  
 Actual cost may change once project elements are finalized or negotiated.  
 Client will be notified of any changes in cost prior to them being incurred. \*\*\*  
 \*Credit card transactions over \$2,999.99 are subject to a 4% service fee\*

Signature \_\_\_\_\_



# WALLER COUNTY

Danny R. Rothe, CCCA  
Director of Facilities

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Kuciemba Annex Generator Design Costs

**Date:** February 20, 2024

---

### Background

Judge/Commissioners

You have requested that SEDALCO and I price the cost of moving the existing old Courthouse natural gas Generator to the Kuciemba Annex. While there would be no cost for the generator, the work involved is somewhat complicated and requires electrical design and engineering assistance before further pricing can be completed.

I have uncovered the following information that you should be aware of:

- Due to the age of the Gen Set, it does not meet the new Energy Codes. It cannot be permanently mounded, it must be placed on a trailer that is placed on a new concrete slab. We can use an existing County trailer if available, or purchase a used/new one.
- Natural Gas Generators are generally not used in a portable situation.
- Because the Gen Set is considered portable, the natural gas connection also cannot be permanent, so it will need a disconnect.
- A new larger gas line may need to be run.
- The electrical will also need a disconnect and automatic transfer switch.
- I would recommend that we fence in this Gen Set, and that will require a gate.
- We will need to build a concrete pad, on the other side of the drive, across from the power pole, on the South side of the building.

### Costs:

- \$8,269.35 (This is just electrical engineering design cost)

### Source of Funds:

- 

### Staff Recommendation

Please approve design cost for moving Generator.

Danny R. Rothe

Waller County Director of Facilities

[d.rothe@wallercounty.us](mailto:d.rothe@wallercounty.us)





# Proposed Change Request

CO - 5

ISSUED TO: Waller County  
836 Austin Street, Suite 103  
Hempstead, TX 77445

ATTENTION:

PROJECT: Waller Co. Business Node Design & Preconstruction

PROJECT NUMBER: 22523.

DESCRIPTION: Generator Relocation from Courthouse to Swing Space  
Due to the persistent power outages at the swing space, the county has requested design pricing for the relocation of the existing natural gas generator currently positioned at the old courthouse. Additionally, they are seeking pricing for the installation of a docking station at the new annex building (swing space) to facilitate the integration of the generator, effectively addressing and mitigating the power outage issue.

## Work Description

BSW Design Fees

Owners Contingency

SEDALCO Insurance & Fees

EXTENSIONS			
A	B	C	D
Material	Labor	Equipment	Sub/Supplier
7,500.00			
413.25			
7,913.25	0.00	0.00	0.00
A	B	C	D

APPROVED TO PROCEED BY:

Line 1: Total of Columns A + B + C + D **\$7,913.25**

Line 2: Total From Markups & Add-Ons **\$356.10**

SIGNATURE

Line 3: Total Change Request Amount..... **\$8,269.35**

PRINTED NAME, TITLE

TIME EXTENSION....

0 calendar days

**SEDALCO RESERVES THE RIGHT TO REQUEST A COMPENSABLE TIME EXTENSION SHOULD IT BECOME NECESSARY TO EXTEND THE SCHEDULED COMPLETION DATE AS A RESULT OF THIS CHANGE**



# WALLER COUNTY

**Danny R. Rothe, CCCA**  
**Director of Facilities**

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** CC@L2 Judges Bench

**Date:** February 20, 2024

---

### **Background**

Judge/Commissioners

CC@L2 is requesting a permanent judges bench at the South end of the Commissioners Courtroom. The attached sketch was created in a meeting with Judge Mathis. I apologize for it's crudeness; however, Martinez Millwork is requesting that the cost be approved before he spends the time on a detailed shop drawing, which would then be again submitted for final approval to the Court and Judge Mathis.

The materials will be the same as your Dias desks. The Bench will not be on wheels, it will placed along the South wall and only moved if necessary.

#### Costs:

- \$12,878.13

#### Source of Funds:

- 

### **Staff Recommendation**

Please approve cost for Judges Bench.

**Danny R. Rothe**  
**Waller County Director of Facilities**

[d.rothe@wallercounty.us](mailto:d.rothe@wallercounty.us)

**Proposed Change Request**  
**CO - 25**

Item 37.

ISSUED TO: Waller County  
836 Austin Street, Suite 103  
Hempstead, TX 77445

ATTENTION:

PROJECT: Waller County Swing Space

PROJECT NUMBER: 22523-1.

DESCRIPTION: Add a dias  
Provide a sketch, fabricate, & install a new 14' judges bench

Work Description

Martinez Millwork

Owner Contingency

SEDALCO Insurance & Fees

EXTENSIONS			
A	B	C	D
Material	Labor	Equipment	Sub/Supplier
			11,680.00
643.57			
643.57	0.00	0.00	11,680.00
A	B	C	D

APPROVED TO PROCEED BY:

SIGNATURE

PRINTED NAME, TITLE

Line 1: Total of Columns A + B + C + D \$12,323.57

Line 2: Total From Markups & Add-Ons \$554.56

Line 3: Total Change Request Amount..... \$12,878.13

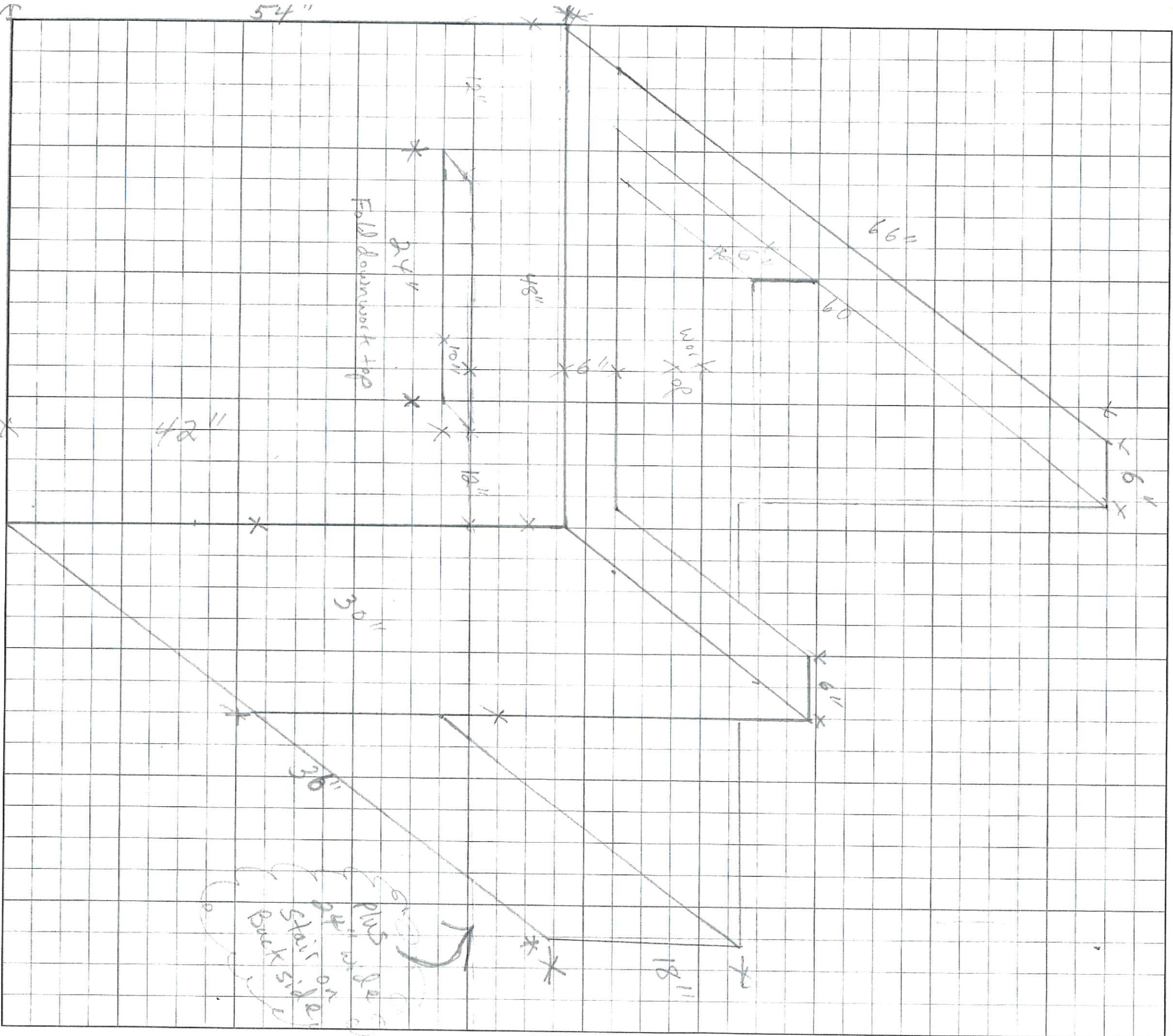
TIME EXTENSION.... 0 calendar days



es® JEFFREY ALEXANDER  
by Hardware Resources

ELEMENTS TASK  
lighting

Job: \_\_\_\_\_  
Prepared for: \_\_\_\_\_  
Created by: \_\_\_\_\_  
Scale: \_\_\_\_\_







Contractors Bonding and Insurance Company  
P.O. BOX 3967  
PEORIA, IL 61612-3967  
Phone: (800) 645-2402 Fax: (309) 683-1610

# Official Bond And Oath

Item 39.

Bond No. LSM1165014

## KNOW ALL MEN BY THESE PRESENTS:

That we, Carol A. Chaney, as Principal,  
and Contractors Bonding and Insurance Company, a corporation duly licensed to do business in the State of  
Texas, as Surety, are held and firmly bound unto the Waller County Treasurer in the  
penal sum of Ten Thousand Dollars And No Cents DOLLARS  
(\$ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal  
representatives firmly by these presents.

Signed this 8th day of December, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☐ appointed to the  
office of State County Court At Law Judge,  
State of Texas, for the term commencing on the 7th day of March, 2024.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no  
effect, otherwise to remain in full force and effect.

Countersigned

N/A



Carol A. Chaney

Carol A. Chaney  
Principal

Contractors Bonding and Insurance Company

Eric Raudins

Eric Raudins

Attorney In Fact

## OATH OF OFFICE

(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of  
the office of \_\_\_\_\_ of the State of Texas, and will to the best of my  
ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or  
affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims  
as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Principal

Sworn to and subscribed before me, at, \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL

Notary Public

County, Texas

OATH OF OFFICE  
(GENERAL)

I, CAROL A. CHANEY, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of COUNTY COURT AT LAW JUDGE of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Sworn to and subscribed before me, at, HEMPSTEAD Texas, this 1 day of MARCH, 2024.

Carol A. Chaney Principal

Cindy Jones Notary Public

WALLER County, Texas

SEAL

ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois  
County of Peoria } ss

On this 8th day of December, 2023, before me, the undersigned officer, personally appeared Eric Raudins who acknowledged himself to be the aforesaid Attorney In Fact of the Contractors Bonding and Insurance Company, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jill A. Scott  
Notary Public  
Jill A. Scott  
County



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

Form #2201 Rev. 10/2011

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**



# STATEMENT OF OFFICER

## Statement

I, Carol A. Chaney, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: COUNTY COURT AT LAW JUDGE

City and/or County: WALLER COUNTY

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 3-1-24

Carol A. Chaney  
 Signature of Officer

Revised 10/2011





Contractors Bonding and Insurance Company  
P.O. BOX 3967  
PEORIA, IL 61612-3967  
Phone: (800) 645-2402 Fax: (309) 683-1610

## Texas Policyholder Notice

Item 39.

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

### RLI Insurance Company or CBIC Insurance Company

To get information or file a complaint with your insurance company:

**Call: Bart Davis at 800-645-2402**

**Toll-free: 800-645-2402**

Online: <https://www.rlicorp.com/contact-rli>

Email: [suretyil@rlicorp.com](mailto:suretyil@rlicorp.com)

Mail: 9025 N. Lindbergh Drive, Peoria, IL 61615.

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



Contractors Bonding and Insurance Company  
P.O. BOX 3967  
PEORIA, IL 61612-3967  
Phone: (800) 645-2402 Fax: (309) 683-1610

## Texas Policyholder Notice

Item 39.

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

### RLI Insurance Company or CBIC Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame: Bart Davis al 800-645-2402**

**Teléfono gratuito: 800-645-2402**

En línea: <https://www.rlicorp.com/contact-rli>

Correo electrónico: [suretyil@rlicorp.com](mailto:suretyil@rlicorp.com)

Dirección postal: 9025 N. Lindbergh Drive, Peoria, IL 61615.

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

**POWER OF ATTORNEY**  
**Contractors Bonding and Insurance Company**

Item 39.

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. LSM1165014

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Eric Raudins in the City of Broadview Heights, State of Ohio, its regularly elected Sr. Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on their behalf as Surety, for the following described bond.

**Principal:** Carol A. Chaney  
**Obligee:** Waller County Treasurer  
**Type Bond:** State County Court At Law Judge  
**Bond Amount:** \$ 10,000.00  
**Effective Date:** March 7, 2024

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 8th day of December, 2023.



**Contractors Bonding and Insurance Company**

By Eric Raudins Sr. Vice President

State of Ohio }  
County of Cuyahoga } SS

On this 8th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A. SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

**CERTIFICATE**

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 8th day of December, 2023.

**Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick Corporate Secretary



Contractors Bonding and Insurance Company  
P.O. BOX 3967  
PEORIA, IL 61612-3967  
Phone: (800) 645-2402 Fax: (309) 683-1610

# Official Bond And Oath

Item 39.

Bond No. LSM1165013

## KNOW ALL MEN BY THESE PRESENTS:

That we, Carol A. Chaney, as Principal,  
and Contractors Bonding and Insurance Company, a corporation duly licensed to do business in the State of  
Texas, as Surety, are held and firmly bound unto the Waller County Treasurer in the  
penal sum of One Hundred-Thousand Dollars And No Cents DOLLARS  
(\$ 100,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal  
representatives firmly by these presents.

Signed this 8th day of December, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☐ appointed to the  
office of County Court At Law Judge,  
State of Texas, for the term commencing on the 7th day of March, 2024.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no  
effect, otherwise to remain in full force and effect.

Countersigned

N/A



Carol A. Chaney

Carol A. Chaney  
Principal

Contractors Bonding and Insurance Company

Eric Raudins  
Eric Raudins

Attorney In Fact

## OATH OF OFFICE

(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of  
the office of \_\_\_\_\_ of the State of Texas, and will to the best of my  
ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or  
affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims  
as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Sworn to and subscribed before me, at, \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal

SEAL

Notary Public

County, Texas



OATH OF OFFICE  
(GENERAL)

I, CAROL A. Chaney, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of COUNTY COURT AT LAW Judge of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Sworn to and subscribed before me, at, HEMPSTEAD Texas, this 1 day of MARCH, 2024.

SEAL

Carol A. Chaney Principal  
Cindy Jones Notary Public  
WALLER County, Texas

ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois  
County of Peoria } ss

On this 8th day of December, 2023, before me, the undersigned officer, personally appeared Eric Raudins who acknowledged himself to be the aforesaid Attorney In Fact of the Contractors Bonding and Insurance Company, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public  
Jill A. Scott

County



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

Form #2201 Rev. 10/2011

This space reserved for office  
use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



## STATEMENT OF OFFICER

## Statement

I, Carol A. Chaney, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Court

City and/or County: WALLER County

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 3-1-24

Carol A. Chaney  
Signature of Officer

Revised 10/2011



Contractors Bonding and Insurance Company  
P.O. BOX 3967  
PEORIA, IL 61612-3967  
Phone: (800) 645-2402 Fax: (309) 683-1610

## Texas Policyholder Notice

Item 39.

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

### RLI Insurance Company or CBIC Insurance Company

To get information or file a complaint with your insurance company:

**Call: Bart Davis at 800-645-2402**

**Toll-free: 800-645-2402**

Online: <https://www.rlicorp.com/contact-rli>

Email: [suretyil@rlicorp.com](mailto:suretyil@rlicorp.com)

Mail: 9025 N. Lindbergh Drive, Peoria, IL 61615.

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091





Contractors Bonding and Insurance Company  
P.O. BOX 3967  
PEORIA, IL 61612-3967  
Phone: (800) 645-2402 Fax: (309) 683-1610

## Texas Policyholder Notice

Item 39.

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

### RLI Insurance Company or CBIC Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame: Bart Davis al 800-645-2402**

**Teléfono gratuito: 800-645-2402**

En línea: <https://www.rlicorp.com/contact-rli>

Correo electrónico: [suretyil@rlicorp.com](mailto:suretyil@rlicorp.com)

Dirección postal: 9025 N. Lindbergh Drive, Peoria, IL 61615.

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

**POWER OF ATTORNEY**  
**Contractors Bonding and Insurance Company**

Item 39.

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. LSM1165013

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Eric Raudins in the City of Broadview Heights, State of Ohio, its regularly elected Sr. Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on their behalf as Surety, for the following described bond.

**Principal:** Carol A. Chaney  
**Obligee:** Waller County Treasurer  
**Type Bond:** County Court At Law Judge  
**Bond Amount:** \$ 100,000.00  
**Effective Date:** March 7, 2024

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 8th day of December, 2023.



Contractors Bonding and Insurance Company

By

Eric Raudins

Eric Raudins

Sr. Vice President

State of Ohio

} SS

County of Cuyahoga

On this 8th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott  
Jill A. Scott Notary Public



JILL A. SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

**CERTIFICATE**

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 8th day of December, 2023.

Contractors Bonding and Insurance Company

By:

Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

A0000023\_R

State of Texas §

County of Waller §

### AGREEMENT BETWEEN WALLER COUNTY AND TEXANA CENTER

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

#### RECITALS

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

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

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

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

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

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

#### I. ADMINISTRATION PROGRAMS AND SERVICES

- A. Texana shall provide services and programs as described in Exhibit A to serve those persons with mental illness or mental retardation in Waller County who are most in need of such services.
- B. County shall pay to Texana the budgeted amount of \$35,933.00 for the 2024 calendar year.

#### II. TERM

- A. The initial term of this Agreement shall commence on January 1, 2024 and end on December 31, 2024, unless terminated earlier as provided for in this Agreement.
- B. This Agreement is subject to renewal upon express written consent of both parties.
- C. This Agreement may be terminated at any time, without cause, by either party by giving thirty (30) days written notice to the other party.
- D. If this Agreement is terminated by Texana after County has paid its annual contribution and before the expiration of the term, Texana shall reimburse to County a pro rata share of the contribution.

### III. PAYMENT

County shall pay its contribution on the request of Texana, but not before January 1, 2024 as the funds come from the 2024 County budget.

### IV. HOLD HARMLESS AND INDEMNIFY

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

### V. ASSIGNMENT

This Agreement is not assignable by either party.

### VI. INDEPENDENT CONTRACTOR

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

### VII. NOTICES

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

To County:                      Waller County  
836 Austin Street, Suite 203  
Hempstead, TX. 77445

To Texana:                      Texana Center  
4910 Airport  
Rosenberg, TX. 77471  
Attn: George Patterson, Chief Executive Officer

### VIII. MISCELLANEOUS

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



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

#### IX. ENTIRE AGREEMENT

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

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

#### WALLER COUNTY

By: \_\_\_\_\_  
Carbett "Trey" J. Duhon III, County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

#### TEXANA CENTER

By: George Patterson  
George Patterson, Chief Executive Officer

Date: 1-9-2024

#### Auditor's Certificate

I hereby certify that funds are available from the 2024 budget in the amount of \$35,933.00 to pay Waller County's obligation in the Agreement above.

\_\_\_\_\_  
Alan Younts, County Auditor  
Exhibit A: Description of Services

**EXHIBIT "A"**  
**SUMMARY OF SERVICES PROVIDED FOR RESIDENTS OF WALLER COUNTY**

**Developmental Disabilities Services**

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

**Behavioral Healthcare Services**

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

**Support Services**

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



January 3, 2024

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

**RE: MATCHING FUNDS REQUEST**

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

**Calendar Year: 2024**

**Amount Due: \$35,933.00**

Please remit payment to:

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

Thank you for your attention to this matter.

Sincerely,

*Tracy Graves*

Tracy Graves  
Financial Services Supervisor  
Tel: 281-239-1351

*Clearing the path with care.*

[texanacenter.com](http://texanacenter.com)

4910 Airport Ave Bldg D, Rosenberg, Texas, 77471



**Interlocal Cooperation Contract  
Failure to Appear Program**

**State of Texas**

**County of** Waller

**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the County Court of the [~~City or~~ County] of Waller (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

**II. BACKGROUND**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

**III. PURPOSE**

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

**IV. PERIOD OF PERFORMANCE**

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

**V. COURT RESPONSIBILITIES**

**A. FTA Report**

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

#### **B. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**C. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

**D. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**E. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**F. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. DPS's RESPONSIBILITIES**

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

**VII. PAYMENTS TO VENDOR**

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or § 706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

**VIII. GENERAL TERMS AND CONDITIONS**

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: Carbett "Trey" J. Duhon, III	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] <a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a> (512) 424-7172
Address: 425 Austin Street	
Address: Hempstead, Texas 77445	
Fax:	
Email: t.duhon@wallercounty.us	
Phone: 979-826-7700	

**C. Termination.**

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

**D. Amendments.**

This contract may only be amended by mutual written agreement of the Parties.

**E. Miscellaneous.**

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

#### **CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court\***

**Department of Public Safety**

\_\_\_\_\_  
Carbett "Trey" J. Duhon, III  
**Authorized Signatory**

\_\_\_\_\_  
**Driver License Division Chief or Designee**

\_\_\_\_\_  
County Judge  
**Title**

\_\_\_\_\_  
March 6, 2024  
**Date**

\_\_\_\_\_  
**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.





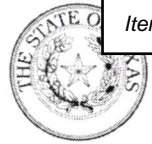
STEVEN C. McCRAW  
DIRECTOR  
WALT GOODSON  
FREEMAN F. MARTIN  
DWIGHT D. MATHIS  
DEPUTY DIRECTORS

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



Item 43.

COMMISSION  
STEVEN P. MACH, CHAIRMAN  
NELDA L. BLAIR  
LARRY B. LONG  
STEVE H. STODGHILL  
DALE WAINWRIGHT

January 29, 2024

WALLER COUNTY COURT  
836 AUSTIN ST SUITE 217  
HEMPSTEAD, TX 77445

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88<sup>th</sup> Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88<sup>th</sup> Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov)

Fax: (512) 424-2848

Should you have any questions, please send an email to [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov). Thank you for your immediate attention to this matter.

Regards,  
Manager  
Enforcement and Compliance Service

Enclosure

RECEIVED 2/5/2024  
DEBBIE HOLLAN, COUNTY CLERK  
WALLER COUNTY, TEXAS

BY: [Signature]



**COLORADO VALLEY TRANSIT, INC.**

**WHEREAS**, Waller County, Texas, hereinafter **COUNTY**, a political subdivision of the State of Texas, has the authority, under Health and Safety Code, 121.003 to appropriate funds to make necessary improvements in providing service to promote the public health;

**WHEREAS**, **COUNTY** has the authority to enter into contracts with Colorado Valley Transit, Inc. for the provision of transit services in the county; and

**WHEREAS**, The Colorado Valley Transit, Inc., hereinafter **DEPARTMENT**, an incorporated transit agency, desires to enter into such a contract for the provision of transit services to said residents of the County.

**IT IS THEREFORE AGREED THAT:**

1. **DEPARTMENT** will furnish transportation services to the areas served by **DEPARTMENT** during last Fiscal Year.
2. **DEPARTMENT** will provide personnel, that are adequately trained or certified and available for transportation services.
3. **DEPARTMENT** shall, considering **DEPARTMENT'S** commitments to its own area, provide back-up emergency transportation services to such other areas as requested.
4. **COUNTY** will pay **DEPARTMENT** ten thousand dollars (\$10,000.00) for the term of this Agreement.

**THE TERM OF THIS AGREEMENT** shall commence on January 1, 2023 and continue for one year until December 31, 2023. This Agreement may be cancelled only by thirty (30) days advanced written notice given by the party desiring cancellation showing good cause for the cancellation of same, and either party may request a hearing to give reasons for the cancellation of same, within thirty (30) days of receipt of notice desiring cancellation addressed to:

**COUNTY**

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

**DEPARTMENT:**

Colorado Valley Transit, Inc.  
P.O Box 940  
Columbus, Texas 78934

The **DEPARTMENT** shall indemnify and save harmless **COUNTY** and its agents and employees from all suits, actions, or claims of any character, type or description, brought or made for or on account of, any injuries or damages received or sustained by any person or property, arising out of, or occasioned by, the acts of **DEPARTMENT** or its agents or employees, in the execution or performance of this contract.

**NO MONIES** paid to **DEPARTMENT** shall be expended for any purpose other than for the provision of transportation services.

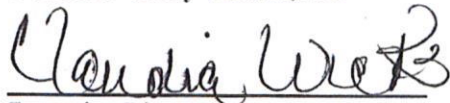
**DEPARTMENT** shall keep detailed financial records and shall submit to the Waller County Commissioners' Court an annual financial report itemizing all income and expenditures.

**ALL BOOKS AND RECORDS** of Colorado Valley Transit, Inc. shall be open for audit, during normal business hours, to the Waller County Auditor, and to such persons as may be given that authority, in writing by the Waller County Auditor of the Waller County Commissioners' Court.

**DEPARTMENT** shall furnish to the **COUNTY** a copy of its' Certificate of Liability Insurance stating the amount of liability coverage carried by the **DEPARTMENT**.

**THIS AGREEMENT** is effective upon acceptance by order of the Waller County Commissioners' Court.

**Colorado Valley Transit, Inc.**

  
Executive Director

Attested by:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**WALLER COUNTY**

\_\_\_\_\_  
County Judge

Attested by:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

**Cindy Jones**

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**From:** Claudia Wicks <[cwicks@gotransit.org](mailto:cwicks@gotransit.org)>  
**Sent:** Tuesday, January 30, 2024 8:28 AM  
**To:** Cindy Jones  
**Subject:** FY 2023 funds

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

Good afternoon,

Please find this as a formal request to received allocated funds of **\$10,000.00** for FY 2023. Please advise if there is anything else needed from our Agency in order receive these funds.

Should you have any other question, or concerns please do not hesitate to let me know. Thanks.

*Claudia Wicks*  
Executive Director  
COLORADO VALLEY TRANSIT DISTRICT  
P O BOX 940  
COLUMBUS, TEXAS 78934  
1-800-548-1068 X 205  
979-732-5439 FAX  
[cwicks@gotransit.org](mailto:cwicks@gotransit.org)  
[www.gotransit.org](http://www.gotransit.org)

February 14, 2024  
Mr. Robert Pechukas  
Waller County Commissioner's Court  
836 Austin Street, Suite 216  
Hempstead TX 77445

**PROGRESS REPORT**

Waller County Mobility Needs Assessment

Invoice No. 10113464

Date Period: Services rendered through January 31, 2024

**Services Performed in this Period:**

- Develop presentation and material for Commissioners Court
- Attend and present at Commissioner's Court January 24, 2023
- Develop final long-term project list and associated cost estimates
- Revise draft final report and develop final report for County review and approval
- Package InDesign and ArcGIS files for use by County
- Internal team coordination regarding project tasks and deliverables

**Attachments:**

**Next Steps:**



Waller County  
775 Business 290 East  
Hempstead TX 77445

Invoice Date: 02/12/2024  
Invoice: 10113464  
Project: 053549.001

Attention: Robert Pechukas, r.pechukas@wallercounty.us  
Project Name: Waller County/Mobility Study

For Professional Services Rendered through: January 31, 2024

Lump Sum	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000100 - Project Management and Coordination	51,360.00	100.00	51,360.00	41,088.00	10,272.00
000200 - Public Engagement	21,900.00	100.00	21,900.00	17,520.00	4,380.00
000300 - Existing Conditions and Needs Assessment	200,900.00	70.00	140,630.00	140,630.00	0.00
000400 - Recommendations and Implementation	126,280.00	100.00	126,280.00	107,338.00	18,942.00
Total Lump Sum Services:	400,440.00	84.95	340,170.00	306,576.00	33,594.00

Remaining Fee: 60,270.00

Total Earned to Date: 340,170.00  
Less Previous Billed: 306,576.00

**Amount Due this Invoice: 33,594.00**

Outstanding Invoices:

Number	Date	Balance
10107601	11/10/2023	67,500.60
Total		67,500.60

Remit payment to P.O. Box 4897, Dept 331, Houston, TX 77210  
Reference Project 053549.001 and Invoice 10113464  
Contact Sandy Smith at ssmith@halff.com with any billing questions.



TEXAS ASSOCIATION *of* COUNTIES  
COUNTY INFORMATION RESOURCES AGENCY

January 18, 2024

Dear Waller County,

On behalf of the TAC CIRA team, we wish you a Happy New Year and are looking forward to continuing to serve you throughout 2024!

Our records indicate we do not have a signed copy of the most current version of one or more CIRA agreements. Enclosed please find a copy of the agreement(s) we are missing, have approved by your commissioners court or governing body, and return to CIRA at [support@county.org](mailto:support@county.org) no later than February 29.

Also, please take this time to review the TAC CIRA services our records reflect your entity intends to continue through 2024.

- Email Hosting & Support: NOT CURRENTLY IN USE
- Email Archiving: NOT CURRENTLY IN USE
- Website Hosting & Support: YES
- Website Package: PREMIUM
- Website Posting Service Included: NOT CURRENTLY IN USE

If you have any questions about your TAC CIRA services or would like to make changes, please don't hesitate to contact the CIRA Team at (512) 478-8753 or via email at [support@county.org](mailto:support@county.org).





# TEXAS ASSOCIATION *of* COUNTIES COUNTY INFORMATION RESOURCES AGENCY

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## SERVICES AGREEMENT

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### FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

### AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

#### 1. GENERAL TERMS AND CONDITIONS

##### 1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

## **1.2 Scope and conflict.**

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

## **1.3 Authorized use.**

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

## **1.4 Abuse of Services and CIRA's rights.**

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA services or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA services and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of hosted content ; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

## 1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Security enhancements. CIRA may make updates and/or implement changes

to Member email security settings to address critical security concerns without advance notice.

1.5.4 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

## **1.6 Intellectual Property.**

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

## **1.7 Disclaimer.**

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION



SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

## **1.8 Indemnification and defense.**

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) to the extent allowed by law from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (v) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnatee shall promptly provide the Indemnitor with written notice of any claim that the Indemnatee believes falls within the scope of this provision. The Indemnatee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnatee shall not be final without the Indemnatee's written consent, which shall not be unreasonably withheld.

### **1.9 Notice.**

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery, email or fax:

#### **To CIRA:**

**The County Information Resources Agency  
c/o Texas Association of Counties**

1210 San Antonio Street

Austin, Texas 78701

Attn: CIRA Manager

[Support@county.org](mailto:Support@county.org)

Fax: (512) 479-1807

#### **To Member:**

To the CIRA Coordinator specified on the signature page.

### **1.10 Term and Termination.**

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

### **1.11 Applicable Law.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.



**1.12 Severability.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

**1.13 Amendment.**

Except as provided in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

**1.14 Third Party Rights.**

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**1.15 Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**1.16 Payment terms.**

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancellation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement. CIRA may increase prices for any of its services with 90 days' notice to the Member.

**2. TERMS AND CONDITIONS FOR EMAIL SERVICES.****2.1 Email storage.**

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Storage of Member-related email must comply with the Member's email retention policies.

## **2.2 Email deletion.**

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email after one year, following 60 day notice to the Member that it intends to purge email.

## **2.3 Email backup.**

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

## **2.4 Records retention.**

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

## **2.5 Email Administrator.**

Member shall designate three individuals who will authorize the fulfillment of email-related requests submitted to CIRA by Member county. At the Member's discretion, it may grant additional administrative access to the three designated email administrators to manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

## **2.6 Responsibilities of Email Administrator.**

Responsibilities of the Email Administrator include:

2.6.1 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

2.6.2 Developing and implementing a procedure for determining which employees will be allowed to use the available email accounts.

2.6.3 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.4 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

## **2.7 E-mail Terms and Conditions; Individual User's Obligations.**

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

## **2.8 Email security.**

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

## **2.9 Email Support.**

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

## **3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.**

### **3.1 Internet domain name.**

Member authorizes CIRA to obtain and/or host the Member's domain name and server settings.

### **3.2 Internet service.**

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

### **3.3 Server storage.**

CIRA will provide a Member with storage space on CIRA's website hosting provider's servers to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

### **3.4 CIRA and TAC logos and links.**

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

### **3.5 Website availability and Service interruption.**

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

### **3.6 Website posting.**

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to provide website posting assistance for Member's website, then the scope for services will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
- (e) Any edit request submitted by Member that is deemed a customization of the



website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs website posting updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutorily imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.

3.6.7 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

### **3.7 Third-party content.**

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and

- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

### **3.8 Prohibited content.**

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

## **4. ADDITIONAL SERVICES.**

**4.1** CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

## **COUNTY INFORMATION RESOURCE AGENCY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Executive Director  
 Texas Association of Counties

MEMBER:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 [Signature]

\_\_\_\_\_  
 [Printed Name]

\_\_\_\_\_  
 [Title]

## CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**MEMBER EMAIL ADMINISTRATOR** (*required - applicable for email services only*) The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

### **Level 1** (Required for all Email Administrators)

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

### **Level 2** (Optional for all Email Administrators)

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

### **Level 3** (Optional for all Email Administrators – Use discretion when granting)

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level. It is**

**suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.**

**Email Administrator 1** (required)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

**Level 1 (required)** Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

**Email Administrator 2** (required)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Level 1 (required)** Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

**Email Administrator 3 (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

**Level 1 (required)** Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.



# Exhibit A: Email Services, Pricing and Order Form

## Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

**County/Member Name:** \_\_\_\_\_

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
<input type="checkbox"/> # of Email Accounts: _____	<p><b>Plan 1: Microsoft 365 Business Basic Email (50 GB)</b></p> <p>Exchange email, instant messaging and collaboration tools.</p> <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.)</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Content protections through Content Search</li> <li>• Maximum of 300 users</li> <li>• Email migration included</li> </ul>	<p>\$4.90 per email / per month</p> <p>+</p> <p>30% Management Fee per month</p>

<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Plan 2: Microsoft 365 Business Standard Email (50 GB)</b>  Full featured productivity suite including collaboration tools, and the full Microsoft Office suite <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Content protections through Content Search</li> <li>• Maximum of 300 users</li> <li>• Email migration included</li> </ul>	\$12.40 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Plan 3: Microsoft 365 Business Premium Email (50 GB)</b>  Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features. <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Content protections through Content Search and Data Loss Prevention</li> <li>• Maximum of 300 users</li> <li>• Email migration included</li> <li>• Includes Exchange Online Archiving</li> <li>• Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.)</li> </ul>	\$21.90 per email / per month + 30% Management Fee per month

<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Plan 4: Office 365 Enterprise - E1 (50 GB)</b>  Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan.  <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.)</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 1 TB of One Drive Storage</li> <li>• Active directory integration</li> <li>• Content protections through Content Search</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Plan 5: Office 365 Enterprise - E3 (100 GB)</b>  Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan.  <ul style="list-style-type: none"> <li>• 100 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>• Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes)</li> <li>• 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses)</li> <li>• Active directory integration</li> <li>• Content protections through Content Search, Core eDiscovery, and Data Loss Prevention</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Plan 6: Office 365 Exchange Online Plan 1 (50 GB)</b>  Reliable business class email with 50 GB mailbox per user  <ul style="list-style-type: none"> <li>• 50 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Active directory integration</li> <li>• Content protections through Content Search</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$3.90 per email / per month + 30% Management Fee per month



<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Plan 7: Exchange Online Plan 2 (100 GB)</b>  All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention. <ul style="list-style-type: none"> <li>• 100 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Active directory integration</li> <li>• Content protections through Content Search and Data Loss Prevention</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Plan 8: Office 365 - F3 (2 GB)</b>  Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. <ul style="list-style-type: none"> <li>• 2 GB mailboxes</li> <li>• Enhanced email anti-virus and SPAM protection</li> <li>• Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.)</li> <li>• Collaboration tools like SharePoint and Teams</li> <li>• 2 GB of OneDrive storage</li> <li>• Active directory integration</li> <li>• Content protections through Content Search</li> <li>• Unlimited number of users</li> <li>• Email migration included</li> </ul>	\$3.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts:  <hr/>	<b>Add-On Feature 1: Email Archiving</b>  Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard.  From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.	\$3.00 per email / per month + 30% Management Fee per month

<input type="checkbox"/>  # of Email Accounts: _____	<b>Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1)</b>  Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such as an additional layer of security for links and attachments, and advanced anti-phishing capabilities.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts: _____	<b>Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)</b>  All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	\$8.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts: _____	<b>Add-On Feature 4: Azure Information Protection (Plan 1)</b>  Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/>  # of Email Accounts: _____	<b>Add-On Feature 5: Azure Active Directory Premium P1</b>  A robust set of capabilities to empower organizations with more complex identity and access management needs.	\$5.00 per email / per month + 30% Management Fee per month

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit B: Website Services, Pricing and Order Form

## Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: \_\_\_\_\_

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<b>Standard Website Package</b> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined <b>pre-set</b> website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• <b>This package does not qualify for website postings add-on option</b></li> </ul>	\$1,550 per year
<input type="checkbox"/>	<b>Standard Plus Website Package</b> <ul style="list-style-type: none"> <li>• <b>Includes all features of Standard Package, plus website postings add-on</b></li> <li>• Modern &amp; streamlined <b>pre-set</b> website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• <b>Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</b></li> </ul>	\$3,550 per year



<input type="checkbox"/>	<p><b>Premium Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• <b>Custom designed</b> website layout</li> <li>• Advanced website modules like blogs, database, custom site search engine and mobile website</li> </ul>	<p>\$4,500 first year (includes set-up fee &amp; first annual payment)</p> <p>/</p> <p>\$3,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p><b>Ultimate Website Package</b></p> <ul style="list-style-type: none"> <li>• Modern &amp; streamlined website design</li> <li>• Responsive design adapts to variety of screen sizes</li> <li>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>• Training for county staff on website platform &amp; making website edits</li> <li>• Project Management Services for Migration Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>• <b>Custom designed</b> website layout</li> <li>• Advanced website modules like blogs, database, custom site search engine and mobile website</li> <li>• Communicator module to prominently place county news &amp; announcements on website homepage</li> </ul>	<p>\$5,500 first year (includes set-up fee &amp; first annual payment)</p> <p>/</p> <p>\$4,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p><b>Website Postings Add-on</b></p> <ul style="list-style-type: none"> <li>• <b>Available for Premium and Ultimate Website Packages only at a discounted rate</b></li> <li>• Website content posts and edits fulfilled by TAC CIRA staff on your behalf</li> <li>• Edits are submitted via email or web form</li> </ul>	<p>\$1,800 per year</p>

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p><b>Website Content Migration or Customization</b></p> <ul style="list-style-type: none"> <li>• If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.</li> <li>• Performing content migration from one website to another.</li> </ul>	<p>\$50 / per hour</p>
<input type="checkbox"/>	<p><b>Mobile App</b></p> <ul style="list-style-type: none"> <li>• <b>Available for Ultimate Website Packages only</b></li> <li>• Custom designed Mobile App for iOS and Android</li> <li>• Mobile Apps available for download in the App Store and Google Play Store</li> <li>• Project Management Services for Setup Included</li> <li>• Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> </ul>	<p>\$6,500 first year (includes set-up fee &amp; first annual payment)</p> <p>/</p> <p>\$5,000 annual fee (after first year)</p>
<input type="checkbox"/>	<p><b>New Custom Seal/Logo Design</b></p> <ul style="list-style-type: none"> <li>• Have a new custom seal or logo designed for your county, department or program</li> <li>• Includes up to three custom design mockups</li> <li>• Final design format: Vector</li> </ul>	<p>\$2,000 per logo</p>
<input type="checkbox"/>	<p><b>Existing Seal/Logo Refresh</b></p> <ul style="list-style-type: none"> <li>• Give your existing county seal or program logo a refreshed look</li> <li>• Includes design and color modifications</li> <li>• Price quote provided upon request</li> <li>• Final design format: Vector</li> </ul>	<p>\$150 / per hour</p>

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit C: Email Terms and Conditions -Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the TAC website: <https://www.county.org/TAC-CIRA/Email-Services>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.
8. I will abide by and consent to the following terms and conditions
  - [Rackspace Acceptable Use Policy \(AUP\)](#)
  - [Microsoft End User License Terms](#)
  - [Microsoft License Mobility Terms](#)

SIGNED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

County: \_\_\_\_\_

Email address: \_\_\_\_\_

**Bill To:**

Waller County  
836 Austin St Ste 203  
Hempstead Tx 77445

**Remit To:**

CIRA  
P.O. Box 1698  
San Antonio, TX 78296

**INVOICE**

SOP018804

**Date**

1/10/2024

Description		Ext. Price
Web Hosting 2024 - Premium Website Package	1	\$3,200.00
<b>Subtotal</b>		\$3,200.00
<b>Tax</b>		\$0.00
<b>Total</b>		<b>\$3,200.00</b>

Cut Here

Invoice Number  
SOP018804

Amount Due \$3,200.00

Due Date 1/10/2024

Bill Date  
1/10/2024

Waller County  
836 Austin St Ste 203  
Hempstead Tx 77445

CIRA  
PO Box 1698  
San Antonio, TX 78296

WALLSOP018804

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