



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

**Wednesday, January 10, 2024 at 9:00 AM
Waller County Joe Kuciemba Annex, Hempstead, Texas**

AGENDA

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

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

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

- [2.](#) Approval of Minutes.
3. Approval of Payroll.
4. Request by County Auditor for approval and / or ratification of Accounts Payable.
5. Request by County Engineer to approve the Final Partial Replat of Sunterra Section 14, in Precinct 3.
6. Request by County Engineer to approve the Final Partial Replat of Sunterra Section 16 in Precinct 3.
7. Request by County Engineer to approve the Final Partial Replat of Sunterra Section 24 in Precinct 3.
8. Request by County Engineer to approve the Final Partial Replat of Sunterra Section 29 in Precinct 3.

9. Request by County Engineer to approve the Final Partial Replat of Sunterra Section 30 in Precinct 3.
10. Request by County Engineer to approve the Final Partial Replat of Sunterra Section 31 in Precinct 3.
11. Request by County Engineer to approve the Final Partial Replat of Sunterra Shores Drive Street Dedication and Lift Station No. 4 in Precinct 3.
12. Request by County Engineer to approve the Final Plat of Sunterra Section 48 Subdivision, in Precinct 3.
13. Request by County Engineer to approve the Final Plat of Bluestem Section 1 and accept the Construction Bond in Precinct 3.
14. Request by County Engineer to approve the Final Partial Replat of Sunterra Section 25 in Precinct 3.
- [15.](#) Request by County Engineer to approve a permit to construct utility in Waller County Right of Way by Elite Utility, BTEC for a proposed placement of a Fiber Optic Cable in the Right of Way of Woods Rd.
- [16.](#) Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way by BTEC - Elite Utility for a proposed Fiber Optic Cable on Jordan Ranch Blvd.

Requests to approve payments on the following:

- [17.](#) \$2,977.00 for Invoice # 0000015267 to Harris County Accounts Receivable from line item 125-423-540702 [Autopsy].
- [18.](#) \$1,295.00 for Invoice December 8, 2023 to Magnolia Funeral Home from line item 125-423-540705 [Transport to Morgue].
- [19.](#) \$679.00 for Invoice # 202326754 to National Association of Counties from line item 125-411-562300 [County Organizational Dues].

COUNTY ENGINEER

- [20.](#) Authorize the County Judge to execute an Interlocal Agreement with the H-GAC relative to the LiDAR 2024 Program. This program has a local match requirement of \$94,000.00. Funds to be paid from line item 110-530-547518 (Engineering Expenses).
- [21.](#) Approve a variance request to the Waller County Rural Residential Subdivision Regulations regarding Lot Size, approximately two (2) acres of public ROW are being dedicated as part of the proposed plat resulting in lots less than 5 acres in Precinct 2 by Mr. Scott Wright with W5 Texas Investments.
- [22.](#) Approve roads in Sunterra Section 23, meeting construction requirements to be privately maintained in Precinct 3.

23. Approve to apply for FY24-25 Flood Infrastructure Funding through the Texas Water Development Board in order to produce County-wide flood mapping updates.

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 Mr. & Mrs. Celia Perez.

COMMISSIONER, PRECINCT 3

25. Approve TxDOT County Corridor Agreement.

GRANT MANAGER

26. Award bid for professional home demolition services associated with the County's CDBG-DR Buyout Program (CDBG-DR Project 20-066-011-C074).

COUNTY CLERK

- [27.](#) Approve renewal of the Interlocal Cooperation Contract with the Department of State Health Services to allow access to the Texas Electronic Vital Events Registrar effective thru August 31, 2027.

RECYCLE CENTER

28. Approve to amend the 2024 budget and salary order.

TREASURER

- [29.](#) Approve amendments to the 2024 Salary Order.

AUDITOR

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

DIRECTOR OF FACILITIES

- [31.](#) Approve payment for Invoice #1054C for \$41,860.00, Invoice #1061C for \$2,209.45, Invoice #1055C for \$4,975.00, Invoice #1052C for \$690.00, Invoice #1070C for \$3,436.00, and Invoice #1049C for \$642.50 for a total of \$53,812.95 to Telomack Cabling Solutions to be paid from line-item-604-604-581000 [Courthouse Construction].
- [32.](#) Approve payment of Invoice # 640414-1 for \$11,853.86 to Bluum USA, Inc. for purchase and installation of audio and video equipment at the Waller County Joe Kuciemba Annex.

MISCELLANEOUS

- [33.](#) Approve order to raise the micro-purchase threshold under 2 C.F.R. 200 to \$50,000.00 for fiscal year 2024.

- [34.](#) Approve Court order setting allowances for travel outside the County in 2024.
- [35.](#) Approve Court Order setting the pay for Jurors in 2024 and providing food and lodging for Jurors in certain cases and instances.
- [36.](#) Approve payment of \$7,500.00 to Gulf Coast Rail District for the 2024 General Purpose Fund.
- 37. Deliberate 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.
- 38. Deliberate 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

- 39. 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.
- 40. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
- 41. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
- 42. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

ADJOURN MEETING

NOTICE

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



MINUTES

WALLER COUNTY COMMISSIONERS COURT REGULAR SESSION WEDNESDAY – DECEMBER 20, 2023

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 20th day of December 2023 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:05 a.m. with the following members of the Court present to-wit:

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

Delivery of Invocation by: Commissioner Amsler

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

PUBLIC COMMENT

1. Byron Johnson 2. Danny Rothe 3. Larry Parr

Commissioner Beckendorff made motion to approve agenda, 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

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.

1. Approval of Minutes – December 13, 2023 Regular Session
2. Request by County Treasurer for approval of Payroll.
3. Request by County Treasurer for approval of payment for retiree insurance.
4. Request by County Treasurer for approval of Treasurer's Monthly Report.

5. Request by County Auditor to approve official documents and all monthly reports.
6. Request by County Auditor for approval and / or ratification of Accounts Payable.
7. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way by Centric Fiber, LLC and Hooks Gas Pipeline for a proposed placement of a 8" HDPE natural gas line joint trenched with two 1.25" fiber conduit lines in the right of way of Morton Rd.
8. Request approval to reject all proposals for Road and Bridge Software Application & Services opened by Commissioners Court on March 8, 2023.

Requests to approve payments on the following:

9. \$7,500.00 for Invoice # 08029 to Brazos Valley Council of Governments from line item 125-525-546900 [BVCOG].
10. \$13,000.00 for Invoice # 1287 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
11. \$1,984.03 for Invoice #24 to King Architectual Consulting Services to be paid from line-item 604-604-545405 [Professional Services].

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

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

Advanced to Agenda Items #42, and #22

42. Discuss and take action to approve request by the 4-H Horse Club to use the Community Center on a continued basis for the 2nd Tuesday each month for 2024 beginning January 09, 2024.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

22. Discuss and take action to authorize the County Grant Manager to partner with the Texana Center in order to submit two (2) Mental Health Grant for Justice-Involved Individuals (MHGJII) applications to the Texas Department of Health and Human Services.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

Proceeded with Agenda Item #12

ECONOMIC DEVELOPMENT

12. Discuss and take action to approve second amendment to the Tax Abatement Agreement with Brookshire Drying Co, Inc. and Texas Rice Milling, Inc. Brookshire Drying Company, Inc. applied for a tax abatement for property owned by Brookshire Drying Company, Inc. The property, located at 1019 Bains, in Brookshire, has been designated as Waller County Brookshire Rice Dryer Reinvestment Zone 7. Brookshire Drying Company, Inc. will construct a rice milling facility on the property at an estimated cost, including real and personal property, of \$6,300,000.

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

13. Discuss and take action to terminate two Tax Abatement Agreements for spec buildings with Woods Road Industrial LLC (contract ID # 220928-17a and 220928-17b).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

COUNTY ENGINEER

14. **Public Hearing:** Proposed Major Thoroughfare Plan/Map Amendment, by Thomas C. Sikora, North Pines 1488 LP.

Public Hearing began at 9:53 a.m.

1. Luke Fortkamp – Assistant County Engineer advised there are no objections from Engineering Department.

2. Larry Parr

Public Hearing ended at 9:57 a.m.

15. Discuss and take action to approve the Major Thoroughfare Plan/Map Amendment, by Thomas C. Sikora, North Pines 1488 LP.

Motion made by Commissioner Beckendorff, 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

16. Discuss and take action to approve the acceptance of the following three roads in Sunterra Subdivision, Section 22 into the County Road Maintenance System and Release the Maintenance Bond: Inglenook Grove Drive .166 miles
Sonder Shore Drive .117 miles
Camino Cove Court .038 miles.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

17. **Spread** upon the minutes the allotment of 1,609.7 Cubic Yards of RAP material valued at \$32,194.00 for 2024 from the Texas Department of Transportation(TxDOT).

No action required.

Advanced to Agenda Items #19-35

GRANT MANAGER

19. Discuss and take action to authorize the County Grant Manager to submit a Selective Traffic Enforcement Program (STEP)-Commercial Motor Vehicles (CMV) FY2025 Grant Application to the Texas Department of Transportation.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

20. Discuss and take action to authorize the County Grant Manager to submit a Selective Traffic Enforcement Program (STEP)-Comprehensive (COMP) FY2025 Grant Application to the Texas Department of Transportation.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

21. Discuss and take action to accept a grant award in the amount of \$29,620.00 from the United States Department of Justice pursuant to the Bureau of Justice Assistance's FY23 State Criminal Alien Assistance Program (SCAAP).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

22. Court addressed agenda item #22 earlier in the meeting. (page 2)

23. Publicly **open** sealed bids submitted for professional home demolition services associated with the County's CDBG-DR Buyout Program (CDBG-DR Project 20-066-011-C074).

The following bids were opened by the Court:

1. From James W. Turner Construction date received 12.18.2023 at 10:00 a.m.
2. From RNDI Companies, Inc. date received 12.15. 2023 (no time provided)

24. Authorize the County Grant Manager to apply for SB22 Law Enforcement Grant Funds.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

25. Discuss and take action to approve the creation of an Animal Control Administrative position at an hourly rate of \$22.25. Funding to be paid from line item ~~241-595-561209~~ [ARPA Miscellaneous] **241-595-510027 [Staff Salaries]**.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Judge Duhon made motion to amend 25 to be paid from line item 241-595-510027 [Staff Salaries], seconded by Commissioner Beckendorff.

Amendment carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

Amended Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

26. Discuss and take action to approve two Court Security Positions in the amount of \$81,862 per position. Funds to be paid from line item ~~241-595-561209 [ARPA Miscellaneous]~~ **241-595-510027 [Staff Salaries]**.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DISTRICT ATTORNEY

27. Discuss and take action to approve at \$15,000 increase in funding for the civil attorney position created on approved on November 15, 2023. Funds to be paid from ~~241-595-561209 [ARPA Miscellaneous]~~ **241-595-510027 [Staff Salaries]**.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

28. Discuss and take action to approve the creation of a felony prosecutor supervisor position. Funding to be paid from line item ~~241-595-561209 [ARPA Miscellaneous]~~ **241-595-510027 [Staff Salaries]**.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

TREASURER

29. Discuss and take action for annual review and approval of Waller County Investment Policy.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

30. Discuss and take action to approve the 2024 Salary Order.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

31. Discuss and take action to amend the Personnel Policy Manual.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

AUDITOR

32. Discuss and take action to approve 2023 Engagement Letter between Waller County and Rutledge, Crain and Company, PC to be paid from line item 125-411-540700 [Audit].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

33. Discuss and take action to approve annual review of Fund Balance Policy.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

34. Discuss and take action to approve 2023 budget amendments and departmental line-item transfers.

Motion made by Commissioner Beckendorff, 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

FIRE MARSHAL

35. Discuss and take action to authorize the County Judge to enter into a contract with H2O Partners relative to the County's Hazard Mitigation Plan Update.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

Advanced to Agenda Items #48-52

48. Discuss and take action to deliberate 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.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

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

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

EXECUTIVE SESSION

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

Court convened to Executive Session at 10:45 a.m.
Court reconvened from Executive Session at 12:59 p.m.

Returned to Agenda Item #18

DIRECTOR OF POLICY AND ADMINISTRATION

18. ~~Discuss and take action to advertise RFQ for Program Manager for the Mobility Bond Projects.~~ Item **WITHDRAWN**.

Proceeded with Agenda Item #36

DIRECTOR OF FACILITIES

36. Discuss and take action to approve payment of \$7,379.00 for Estimate # 38113 and \$209.00 for Estimate # 38122 for a total of \$7,588.00 to Automate Shade for window and teller window blinds at the Waller County Joe Kuciamba Annex. Funds to be paid from line-item 604-604-581837 [Swing Space].

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

37. **Update** on the Macerator for the Waller County Jail.

No action required.

38. Discuss and take action to approve payment of Application #2 for \$247,741.98 to Sedalco from line item 602-602-581838 [WCJC Macerator].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

39. **Update** on the construction phase of the Waller County Courthouse Replacement and Annex Project.

No action required.

40. Discuss and take action to approve payment of Application #13 for \$1,274,173.50 to Sedalco to be paid from the following:
 \$494,827.02 from line-item 604-604-545405 [Professional Services]
 \$678,282.90 from line-item 604-604-581000 [Bldg Purch, Const, or Improv]
 \$101,063.58 from line-item 604-604-581837 [Swing Space].

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

41. Discuss and take action to approve Lease Agreement and ~~payment~~ **in total amount of** \$22,924.86 for Agreement # Q-1605365 and **payment of** \$3,483.49 for Invoice # 9019616565 for a total of \$26,408.35 to Williams Scotsman Inc. for CCL#2 temporary office space. Funds to be paid from line item 604-604-581837 [Swing Space].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Judge Duhon made motion to amend to approve lease agreement in total amount of \$22,924.86 and payment of \$3,483.49, seconded by Commissioner Smith.

Amendment carried by 5-0 vote.

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

Amended Motion carried by 5-0 vote.

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

MISCELLANEOUS

42. Court addressed agenda item #42 earlier in the meeting. (page 2)

43. ~~Discuss and take action on RFP for outside counsel for mobility bond projects.~~
Item WITHDRAWN.

44. Discuss and take action to approve Interlocal Agreement with Harris County for Performance of Postmortem Examinations by Harris County Institute of Forensic Sciences.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

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

45. Discuss and take action to approve official bond and oaths for Elected Officials.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

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

46. Discuss and take action to approve Drainage Right-Of-Way Easement from WCF, LLC (Houston Executive Airport) and related agreement for Cardiff Road.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

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

47. Discuss and take action to approve the IRS standard mileage rate for business travel at 67 cents per mile for 2024.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

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

48. Court addressed agenda item #48 earlier in the meeting. (page 6)

49. Court addressed agenda item #49 earlier in the meeting. (page 6)

EXECUTIVE SESSION

50. Court addressed agenda item #50 earlier in the meeting. (page 6)

51. Court addressed agenda item #51 earlier in the meeting. (page 6)

52. Court addressed agenda item #52 earlier in the meeting. (page 7)

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

Commissioner Amsler moved to approve acquisition agreement with Alberta Diemer Ranch LLC, owners of Property Id #8683 for the Diemer Road realignment project, seconded by Commissioners Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

ADJOURN MEETING

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

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

Meeting was **ADJOURNED** at 1:30 p.m.

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


Debbie Hollan
Waller County Clerk

APPROVED this the 10th day of January 2024.

Carbett "Trey" J. Duhon, III
County Judge

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

Formal notice is hereby given that Elite Utility (utility contractor) proposes to place a Fiber Optic Cable within the right-of-way of Woods 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

Construction will be buried fiber optic cable parallel to Woods Rd. Construction begins at 29.763792° -95.920660°, and ends at 29.752367° -95.920484° within 3' of the ROW.

The Fiber Optic 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 2nd day of January, 2024.
Firm: BTEC Address: 314 W. Texas P.O. Box 2008
By: Jonathan Champagne Beaumont TX 77422
Signature: Jonathan Champagne Phone: 979-798-2121
Title: Director of Operations Email: Jonathan@BTEC.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

12-15-23
Date

Traffic Controls Required: (Y) N

Traffic Controls Reviewed By: ASPA

Bond: (Y) N Bond Amount (\$): 2000

Floodplain Dev. Permit Required: Y (N)

Permit #: _____ Precinct #: 4

R&B Inspector: Robert J. P. Goodspeed

Waller County Road & Bridge Department

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

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

ROAD: **Woods Rd**

DATE: **1/10/2024**

To: Elite Utility
BTEC
P O Box 2008
Brazoria, TX 77422
Permit # 23.UP.050

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **1/02/2024** 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 ROW-Woods Rd

BOP: 29.763792° -95.920660°

EOP: 29.752367° -95.920484°

Proposed path of construction, parallel to Woods Rd. Placing new 1.25" HDPE interduct with fiber inside at a minimum depth of 60" (Bored) and 48" (Plowed). Placing new 36x36x36 handholes. All bore crossings will extend a minimum of 5' beyond edge of concrete pavement and 10' beyond edge of asphalt pavement.

Legend

- Bore
- Buried Fiber
- HH



Google Earth

Image © 2023 Airbus

2000 ft

General Notes

TX511 Brazoria Telephone
WALLER COUNTY
(T-Mobile)

Drawn By: ZL

File: Zsallanta/SPECIAL UNIT DRAWING

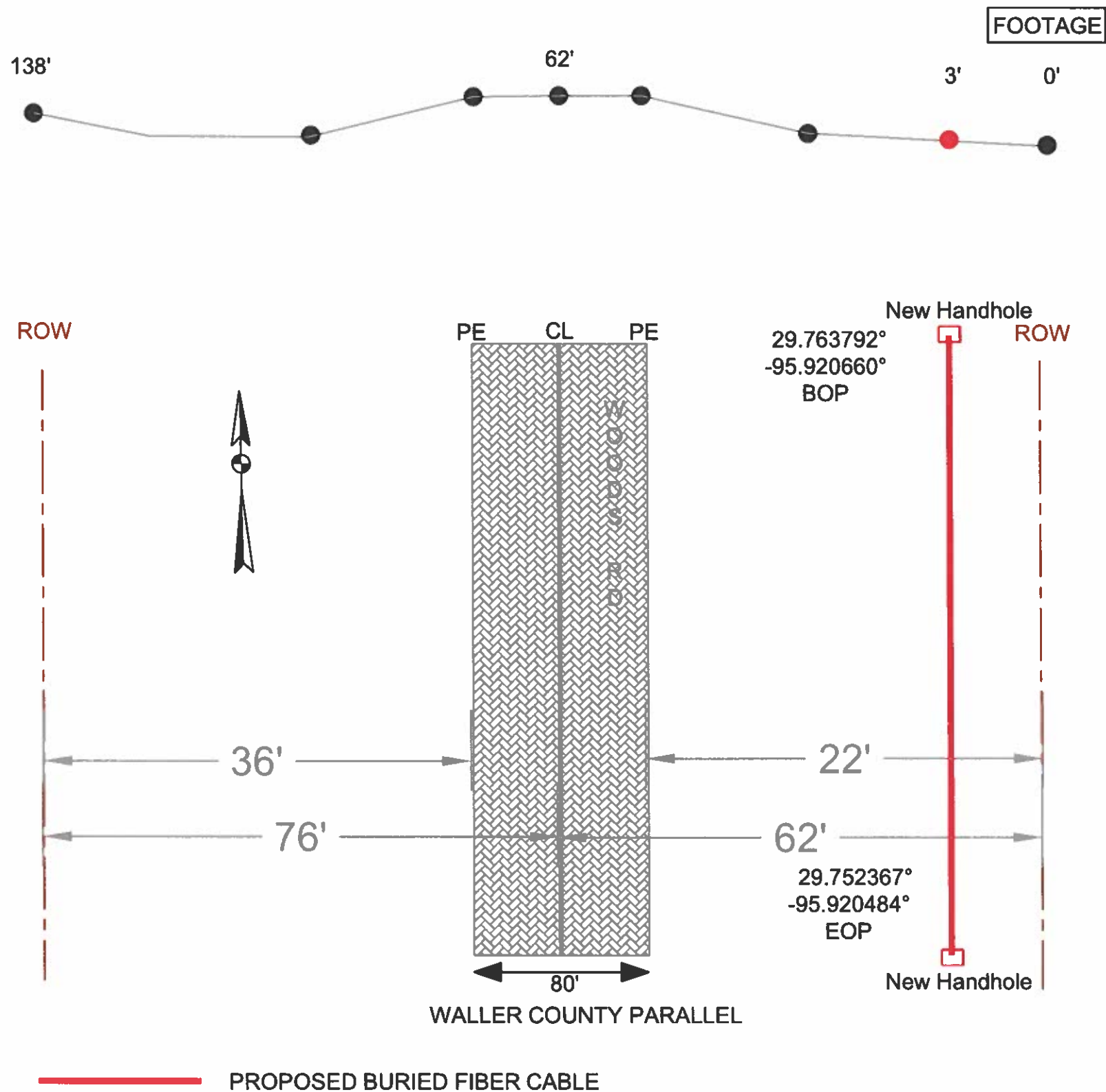
No.	Revision/Issue	Date

JSI, INC

6129 79th St.
Lubbock, Texas 79424
Office: 806-886-8800 Fax: 806-771-4488

BRAZORIA
TELEPHONE

Project	TX511	Sheet
Date	12/7/2023	
Scale	N.T.S.	



General Notes

TX511 Brazoria Telephone
WALLER COUNTY
(T-Mobile)

Drawn By: ZL

File:Zcflanta/SPECIAL UNIT DRAWING

No.	Revision/Issue	Date

JSI, INC

6129 79th St.
Lubbock, Texas 79424
Office: 806-866-9800 Fax: 806-771-4468

BRAZORIA
TELEPHONE

Project	TX511	Sheet	
Date	12/7/2023		
Scale	N.T.S.		

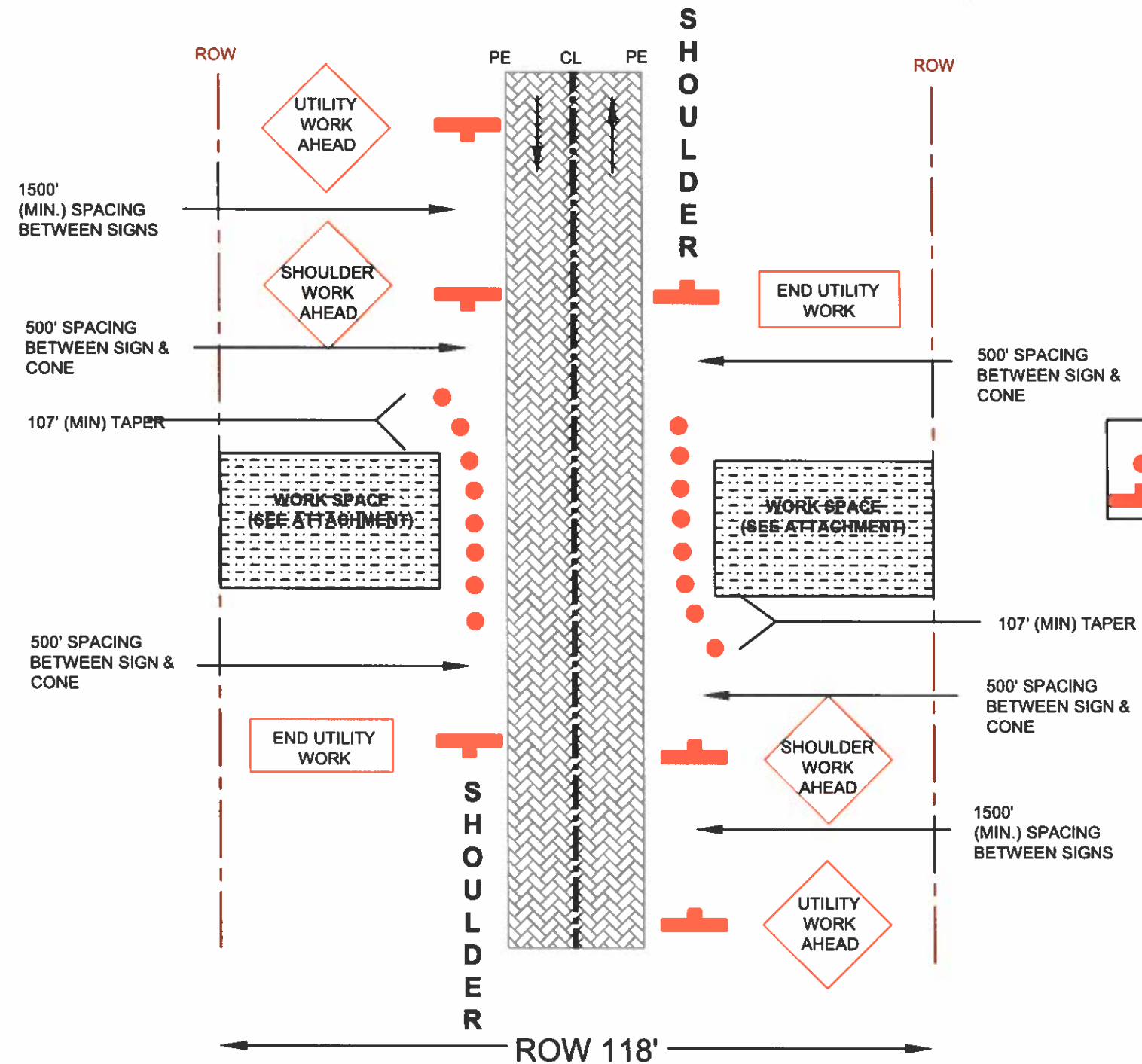
35 MPH-
TAPER LENGTH: 245 FT
BUFFER ZONE: 250 FT
DRUM SPACING @ TAPER: 25 FT
DRUM SPACING 2 TANGENT: 70 FT

40 MPH-
TAPER LENGTH: 320 FT
BUFFER ZONE: 305 FT
DRUM SPACING @ TAPER: 30 FT
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50 MPH-
TAPER LENGTH: 600 FT
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55 MPH-
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DRUM SPACING @ TAPER: 55 FT
DRUM SPACING 2 TANGENT: 110 FT

65 MPH-
TAPER LENGTH: 780 FT
BUFFER ZONE: 655 FT
DRUM SPACING @ TAPER: 65 FT
DRUM SPACING 2 TANGENT: 130 FT



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

Formal notice is hereby given that Elite Utility (utility contractor) proposes to place a Fiber Optic Cable within the right-of-way of Jordan Ranch Blvd as follows:
(street)

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

Construction will be buried fiber optic cable parallel to Jordan Ranch Blvd. Construction begins at 29.771016° -95.901435°, and ends at 29.769675° -95.901449° within 3' of the ROW.

The Fiber Optic 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 2nd day of January, 20 24.
Firm: BTEC Address: 314 W. Texas P.O. Box 2008
By: Jonathan Champagne Beaumont, TX 77822
Signature: Jonathan Champagne Phone: 979-798-2121
Title: Director of Operations Email: Jonathan@BTEC.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

12-14-23

Date

Traffic Controls Required: Y N

Traffic Controls Reviewed By: RSPG

Bond: Y N Bond Amount (\$): 5000.00

Floodplain Dev. Permit Required: Y N

Permit #: _____ Precinct #: 9

R&B Inspector: ROBERT J.P. GOODSPREAD

Waller County Road & Bridge Department

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

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

ROAD: **Jordan Ranch Blvd**

DATE: **1/10/2024**

To: Elite Utility
BTEC
P O Box 2008
Brazoria, TX 77422
Permit # 23.UP.049

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **1/02/2024** 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.
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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 ROW-Jordan Ranch Blvd

BOP: 29.771016° -95.901435°

EOP: 29.769675° -95.901449°

Proposed path of construction, parallel to Jordan Ranch Blvd. Placing new 1.25" HDPE interduct with fiber inside at a minimum depth of 60" (Bored) and 48" (Plowed). Placing new 36x36x36 handholes. All bore crossings will extend a minimum of 5' beyond edge of concrete pavement and 10' beyond edge of asphalt pavement.

Legend

 **Buried Fiber**
Bore

HH

Google Earth

Image © 2023 Airbus

900 ft

General Notes

TX511 Brazoria Telephone
WALLER COUNTY
(T-Mobile)

Drawn By: ZL

File: Zcollanta/SPECIAL UNIT DRAWING

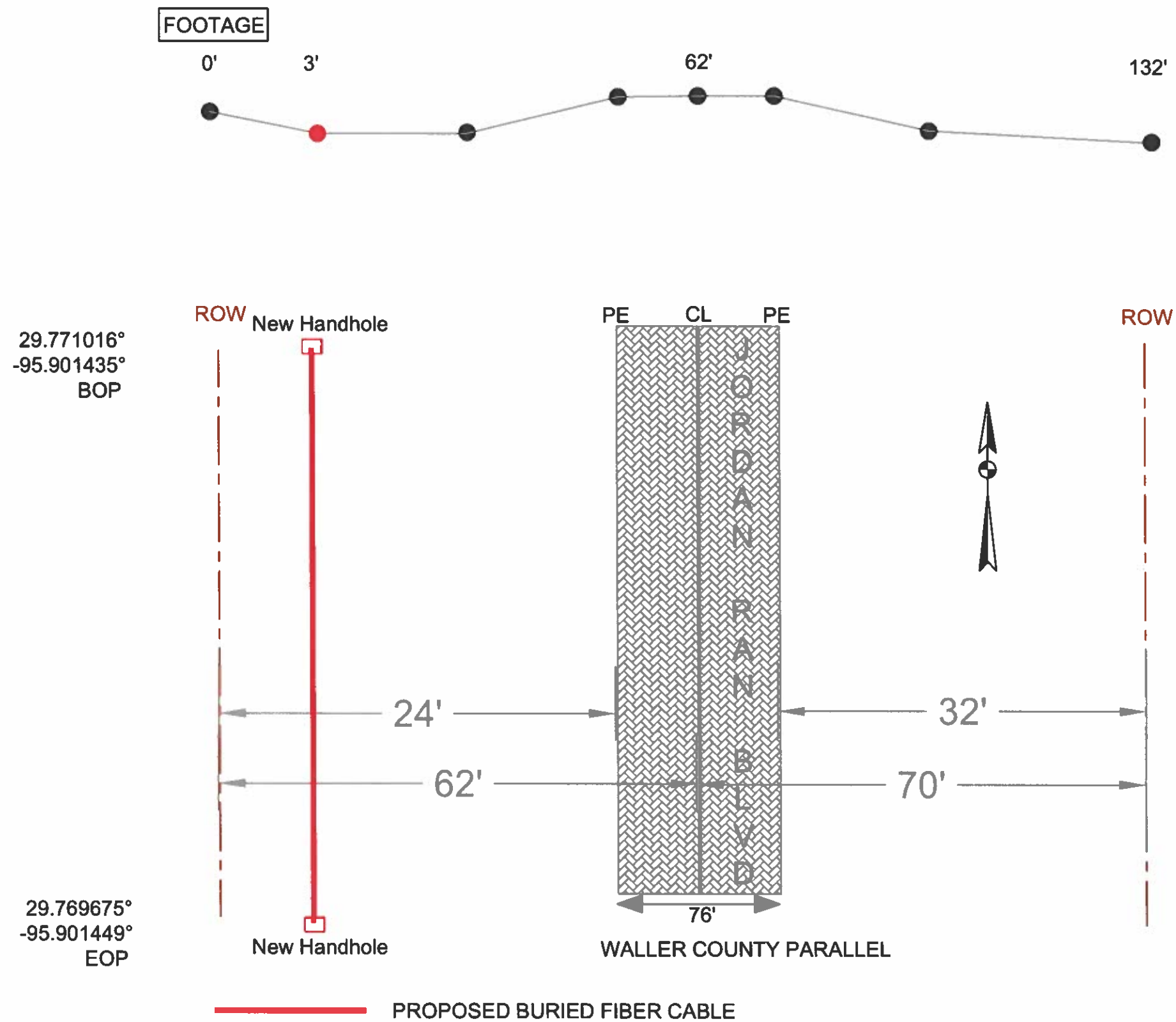
No.	Revision/Issue	Date

JSI, INC

6128 79th St.
Lubbock, Texas 79424
Office: 806-866-9800 Fax: 806-771-4488

BRAZORIA
TELEPHONE

Project	TX511	Sheet
Date	12/7/2023	
Scale	N.T.S.	



General Notes

TX511 Brazoria Telephone
WALLER COUNTY
(T-Mobile)

Drawn By: ZL

File: Z:\clients\SPECIAL UNIT DRAWING

No.

Revision/Issue

Date

JSI, INC

8129 79th St.
Lubbock, Texas 79424
Office: 806-866-9900 Fax: 806-771-4488

BRAZORIA
TELEPHONE

Project
TX511

Sheet

Date
12/7/2023

Scale
N.T.S.

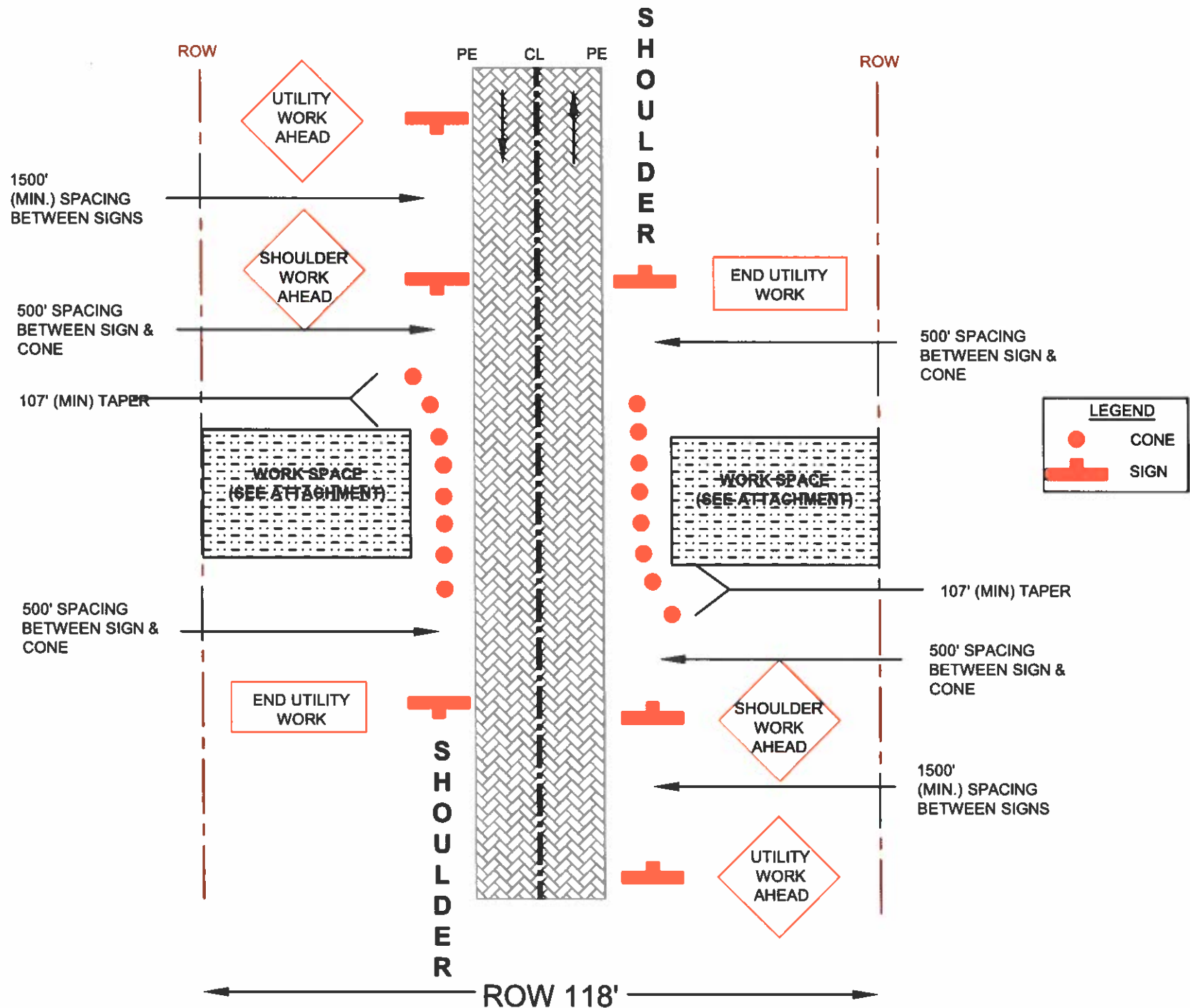
35 MPH-
TAPER LENGTH: 245 FT
BUFFER ZONE: 250 FT
DRUM SPACING @ TAPER: 25 FT
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TAPER LENGTH: 320 FT
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TAPER LENGTH: 600 FT
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65 MPH-
TAPER LENGTH: 780 FT
BUFFER ZONE: 655 FT
DRUM SPACING @ TAPER: 65 FT
DRUM SPACING 2 TANGENT: 130 FT



**INVOICE**
Invoice No:
Invoice Date:
Page:
0000015267
11/29/23
1 of 1
Remit To:
Harris County Accounts Receivable – General
Dept 300
PO Box 4354
Houston, TX 77210-4354
Customer No:

0000003180

Payment Terms:

Net 30

Due Date:

12/29/23

Bill To:
WALLER COUNTY
ATTN CO TREASURER
836 AUSTIN ST STE 316
HEMPSTEAD TX 77445
United States
AMOUNT DUE:**2,977.00 USD**

Amount Remitted

For billing questions, please call Accounts Receivable at
(832) 927-4550

Line	Description	Quantity	UOM	Unit Amt	Original Net Amount
1	Out of County Autopsies "OC23-012; ; Autopsy Date: 02/28/2023; Judge J.R. Woolley; 2 days x \$45.00 per day = \$90.00 "	2.00	EA	45.00	90.00
2	Out of County Autopsies "OC23-012; Autopsy Date: 02/28/2023; Judge J.R. Woolley; Report Mailed to Judge 06/23/2023"	1.00	EA	2,887.00	2,887.00

Subtotal:

2,977.00

AMOUNT DUE:**2,977.00 USD**
PLEASE MAKE PROMPT PAYMENT. ACCOUNTS NOT PAID IN FULL BY THE DUE DATE WILL BE REFERRED TO THE HARRIS COUNTY
ATTORNEY'S OFFICE FOR COLLECTIONS.

MICHAEL POST
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(832)927-4550

NOV30'23PM3:22TREASURER

DEC1'23AM11:45AUDITOR

Registration # **008984**
Joan Sargent Waller Co. Treasurer
Deputy JC Date 12.1.23

Magnolia Funeral Home, Inc.

811 S. Magnolia

Magnolia, TX 77355

281-356-3363

INVOICE

December 8, 2023

Registration # 009186
Joan Sargent Waller Co. Treasurer
Deputy TC Date 12-12-23

Waller County

836 Austin St., Ste. 316

Hempstead, TX 77445

Regarding: Transport of decedent [REDACTED] in a heavy duty body bag, on
December 7, 2023, to the Fort Bend County Medical Examiner's office at the request of Judge
J.R. Woolley, Precinct 2 Justice of the Peace.

TOTAL DUE: \$1,295

Please remit to the address shown above.

Cordially,



Glenn Addison, owner

DEC11'23PM1:18TREASURER

DEC12'23AM10:15AUDITOR

**Bill to:**

Waller County
Attn. Trey Duhon
836 Austin Street
Hempstead, Texas 77445



Please remit payment to:
National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059
Phone: 888.407.NACo (6226)
EIN# 53-0190321

For ACH payments or questions, please
contact NACo at membership@naco.org

Invoice

Date	11/2/2023
Invoice #	202326754
Customer #	48473
Terms	Upon Receipt
Balance	\$679.00

Our LockBox address has changed to PO Box 38059

Item	Amount	Total
COUNTY DUES - for the period of 01/01/2024 to 12/31/2024	\$679.00	\$679.00

Thank you for your membership! NACo Membership extends to
all elected officials and staff.

**Please include your state and membership number with
your payment.**

We appreciate your partnership.

Total	\$679.00
Payments/Credits	\$0.00
Balance Due	\$679.00

DEC11'23PM1:18TREASURER

Want to learn more about making the most of your NACo membership?
Contact us at membership@naco.org.

Registration # **009183**
Joan Sargent Waller Co. Treasurer
Deputy TC Date 12.12.23

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Our LockBox address has changed to PO Box 38059

Customer ID: 48473

Invoice Number: 202326754

Bill to:

Waller County
Attn. Trey Duhon
836 Austin Street
Hempstead, Texas 77445

Please remit payment to:
National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059
Phone: 888.407.NACo (6226)
EIN# 53-0190321

For ACH payments or questions, please
contact NACo at membership@naco.org

DEC12'23AM10:14AUDITOR



Waller County
836 Austin Street
Hempstead, Texas 77445
United States

Your NACo membership is
more important than ever.

**Please send your 2024 dues
payment today!**

Counties, parishes, and boroughs continue to face a wide range of both opportunities and challenges. Renew your NACo membership now to keep Waller County as healthy, safe, and vibrant as it can be.

Your membership in NACo is an investment for all elected officials and staff, ultimately benefiting residents and saving taxpayer dollars. The shared solutions, resources, federal advocacy, and the expertise of NACo staff make NACo membership more valuable than ever.

As you will see on the enclosed 2023 NACo Advocacy in Action letter, we continue to make progress on your behalf to ensure county needs are met in federal legislative packages, including the Bipartisan Infrastructure Law and so much more. NACo is your voice in Washington D.C. on issues ranging from broadband to roads and bridges to public lands to mental health.

Please take a moment to review your statement and start the process to send in your membership dues of \$679 for 2024.

NACo continues to work by your side so you can focus on issues that matter in Waller County. Thank you in advance and we look forward to partnering with you again next year.

Sincerely,



Hon. Tammy Tincher
Chair, NACo Membership Standing Committee
Greenbrier County, W.Va.

P.S. If you have already sent your dues payment, please disregard this mailing.

2025 DUES NOTICE

The NACo Board of Directors has approved an update to NACo dues based on 2020 census data, taking effect on January 1, 2025.

The dues change will reflect Waller County's 2020 U.S. Census population.

Based on updated census data, your NACo dues will be \$781 for the 2025 membership year.

With the updated dues amount, Waller County will have 1 <vote/votes> during the NACo Annual Business meeting starting in 2025.

If you have any questions about the population adjustment, please contact the NACo team at membership@naco.org.

INTERLOCAL AGREEMENT FOR PURCHASE OF REMOTE SENSING DATA AND RELATED SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Waller County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County” having its principal place of business at 836 Austin St., Hempstead, TX 77445.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission operating under Chapter 391 Texas Local Government Code; and

WHEREAS, County desires to purchase certain governmental administrative functions, goods, or services specific to remote sensing including LiDAR (Light Detection and Ranging) and all associated remote sensing related services, and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and County are authorized to enter into agreements to perform governmental functions and services, and under Texas District Code § 391.005, H-GAC and County are authorized to contract together for H-GAC to perform certain services for County.

NOW, THEREFORE, H-GAC and County do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

County warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. H-GAC warrants and assures County that it possesses adequate legal authority to enter into the Agreement.

ARTICLE 2 APPLICABLE LAWS

H-GAC and County agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral or written agreements between the parties relating to matters herein. This Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The term of this Interlocal Agreement shall be effective when fully executed by all parties and continue thereafter until fully performed.

H-GAC or County may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of County, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under the Agreement, until performed or discharged by H-GAC or County.

ARTICLE 5 SCOPE OF SERVICES

H-GAC agrees to purchase for County remote sensing data and all associated remote sensing services on behalf of County and the members of the Geographic Data Workgroup, as enumerated through the submission of a duly executed purchase order, order form, or resolution. All material purchased hereunder shall be in accordance with specifications established by County and approved by both the H-GAC's Data Analytics & Research Director and the H-GAC's Executive Director.

County authorizes H-GAC to purchase services and materials specified by a purchase order.

Ownership (title) of material purchased shall transfer directly from the vendor to County.

ARTICLE 6 PAYMENTS

County agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to County during the current fiscal year, on or before the date of the delivery of materials and services to be provided.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Geographic Data Workgroup to be performed hereunder, with the prior written consent of the _____ of County or his/her designee.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or County may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, County agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

ARTICLE 9 NOTICE

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the H-GAC at the following address:

Houston-Galveston Area Council
3555 Timmons Lane Suite 120
Houston, Texas 77027
Attn: Jochen Floesser, Director of Data Analytics & Research

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Waller County
836 Austin St.
Hempstead, TX 77445
Attn: _____

ARTICLE 10 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 11 FUNDING BY COUNTY

It is expressly understood and agreed to by the parties, such understanding and agreement being of the absolute essence to this Agreement, that County shall have the total maximum sum of \$94,000.00 allocated to fully discharge any and all obligations created by the terms of this Agreement and that the total maximum sum County shall become liable to expend under the terms of this Agreement shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Article and certified as available therefore by the County Auditor.

ARTICLE 12 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

ARTICLE 13 VENUE

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in triplicate originals, has been executed by the parties hereto as follows:

WALLER COUNTY**HOUSTON-GALVESTON AREA COUNCIL**

BY _____ DATE _____

BY _____ DATE _____

Chuck Wemple, Executive Director

SCOPE OF WORK

2024 H-GAC REGION LIDAR – Waller County

USGS Lidar Base Specification (LBS) Online: <https://www.usgs.gov/ngp-standards-and-specifications/lidar-base-specification-online>

Lidar Base Specification 2023 rev A: <https://www.usgs.gov/media/files/lidar-base-specification-2023-rev-a> (Sep 2023)

AREA OF INTEREST

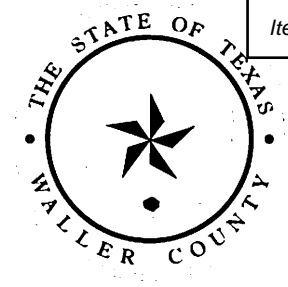
- 601 mi²
- UTM Zone 14/15 or TX State Plane Zone 4

ACQUISITION

- Timeframe February-March 2024
- Light Detection and Ranging (LiDAR) data at
 - o Quality Level 1 (QL1) and >8 pls/m² point density
 - o Relative vertical accuracy at RMSE_z ≤ 0.06m
 - o Absolute vertical accuracy at RMSE_z ≤ 0.10m
- Conditions:
 - o Coastal tide coordination within +/- 2 hours from normal low tide
 - o Water bodies within their normal banks, no flooding or inundation

PRODUCTS & DELIVERABLES

- # tiles dependent on selected coordinate system / projection
- Metadata
- Bare Earth Digital Elevation Models (TIF)
 - o 0.5m resolution
 - o Hydro-flattened
- Classified point cloud (LAS 1.4)
- Hydro breaklines
- Survey point data
- Project Survey / QAQC Report



WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Variance Request – W5 Texas Investments, LLC – Courtney Road Tract

Date: January 10, 2024

Background

Scott Wright representing W5 Texas Investments, LLC is requesting a variance to the Waller County Rural Residential Subdivision Regulations regarding Lot Size, approximately two (2) acres of public R-O-W are being dedicated as part of the proposed plat resulting in lots less than 5 acres in Precinct 2.

Staff Recommendation

None



Waller County Road & Bridge Department

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

Item 21.

\$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

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

The applicant must clearly demonstrate that the variance request 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	APPLICANT INFORMATION
Name: W5 Texas Investments, LLC	Name: Scott Wright
Mailing Address: 22803 Schiel Rd	Mailing Address: 2922 Hamm Rd
City, State, Zip: Cypress, TX 77433	City, State, Zip: Pearland, TX 77581
Email: awright@clr-cos.com	Email: scott@wrightdevelopmentservice.com
Phone: 713-858-7323	Phone: 832-862-0757

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

24.988 acres at northeast corner of FM 2979 & Courtney Road 8941 24.988

Address of Property Property ID # Acreage

PLEASE PROVIDE THE FOLLOWING:

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

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

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

Requesting variance from rural residential subdivision requirement for lots to be a minimum of 5 acres. We are requesting a variance to have two (2) lots less than 5 acres as shown on the enclosed plat. Please see enclosed letter for additional information.

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.

Alan Wright Alan Wright  12-18-2022
Printed Owner/Applicant Name Signature Owner/Applicant Date

OFFICE USE ONLY

NOTES	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Waller County Commissioner Prct 1 2 3 4 Date	
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash _____ Check 1000.00 # 1581 CC _____ ID # _____

December 11, 2023

Commissioner Walter E. Smith
425 FM 1488
Hempstead, Texas 77445

Re: Variance Request for +/-25 acre Courtney Road Tract

Dear Commissioner Smith,

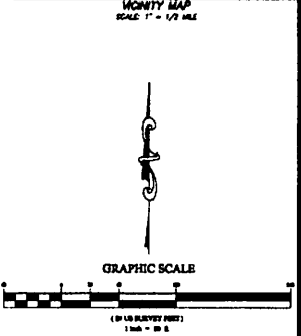
We respectfully request a variance from the requirement for all lots to be a minimum of five (5.0) acres per the Rural Residential Subdivision Regulations. The proposed Courtney Estates plat contains two lots below the 5-acre minimum; one of which is 4.0 acre and the other is 3.977 acres. Approximately two (2) acres of public road right of way are being dedicated as part of the proposed plat resulting in lots less than the required 5-acres. We feel the intent of the Rural Residential Subdivision Regulations are still being met with the proposed Courtney Estates plat and appreciate your consideration for a variance to the minimum lot size.

Please let us know if you need any additional information.

Sincerely,



Alan Wright
Landowner



ABBREVIATIONS

G.E.	• CAPPED IRON ROD
CM	• CORRUGATED PLASTIC PIPE
TH	• THIN
LP	• IRON PIPE
L.A.	• IRON ROD
IRON	• MONUMENT
PL P.B.C.	• PLASTIC PUBLIC RECORDS WALLER COUNTY
PL	• PL
S.C.	• CONCRETE PIPE
S.W.	• STAMPED "OB PARISH"
TH	• TYPICAL
W.D.	• WALLER COUNTY DEED RECORDS
W.D.A.	

SYMBOLS

●	• SET 1/4-IN CAPPED IRON ROD STAMPED "OB PARISH" (UNLESS OTHERWISE NOTED)
⌒	• POWER POLE
→	• QUAY AND/OR
△	• BION
△	• TELEPHONE pedestal

A SUBDIVISION OF 24.988 ACRES OF LAND
LOCATED IN THE
JOHN BAKER SURVEY, A-71
WALLER COUNTY, TEXAS

LOTS: 3 RESERVES: 0 BLOCKS: 1
 SCALE: 1"=60' DATE: DECEMBER, 2023
 OWNERS:
 W5 TEXAS INVESTMENTS, L.L.C. ST2 INVESTMENTS, L.L.C.
 ADDRESS ADDRESS
 ADDRESS ADDRESS
 PHONE PHONE



GBI PARTNERS
4784 VISTA ROAD PASADENA, CA 92306
PHONE 951-899-6889 FAX 951-899-6889
WWW.GBI-PARTNERS.COM

General Notes:

1. This subdivision plot was prepared with the benefit of a Consentment for Title Insurance, of the 236017 June, issued by The First American Title Insurance Company on June 22, 2003 (Effective June 11, 2233).
2. According to FEMA Flood Insurance Rate Map (FIRM) No. 48473-C-0027E, was revised February 18, 2006, the surveyed tract is in Flood Hazard Zone A.
3. Bearings are referenced to the True Geographic Direction of 1983 (NAD83), South Central Zone, based on DPSS observations. Distances are surface values and may be converted to grid by applying the appropriate correction factor.
4. The lots created by this subdivision plot are proposed for residential use.
5. Structures built on lots in the designated Floodplain shall be elevated to the 22 feet or more above the 500-year floodplain elevation, or 100-year floodplain, whichever is the greater. These structures must be situated on lots (1) above the 500-year floodplain or (2) above the 100-year floodplain.
6. All structures and improvements shall be subject to a Flood Hazard Insurance Ordinance. Contact the County Engineer's Office for specific information.
7. Contours shown herein are scaled from the USGS 7.5 minute topographic map named "Hart's Mill Quadrangle" and have not been verified.

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

**GENERAL WARRANTY DEED
(Cash)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT THE UNDERSIGNED, **David S. Sprecher and Leslie K. Sprecher**, husband and wife, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY an **undivided FIFTY PERCENT (50%) interest unto W5 Texas Investments, L.L.C. and an undivided FIFTY PERCENT (50%) interest unto ST2 Investments LLC**, herein referred to as "Grantee," whether one or more, the real property described as follows:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Waller County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.



840 13th Street
Suite 201
Hempstead, TX 77445

Prepared in the law office of Casey H. Cross
801 N. Madison, Mt. Pleasant, TX 75455
(903) 577-9500

GF # 2360177HE

University Title GF# 2360177#F

EXECUTED this 7 day of July, 2023.

David S. Sprecher

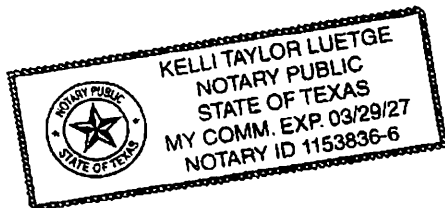
Leslie K. Sprecher

THE STATE OF TEXAS

COUNTY OF Waller

§
§
§

The foregoing instrument was acknowledged before me on the 7 day of July, 2023, by David S. Sprecher and Leslie K. Sprecher.



Kelli Taylor Luetge
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Grantee's Address:

W5 Texas Investments, L.L.C.

19802 Indigo lake Dr.
Magnolia Tx 77355

ST2 Investments LLC

6243 Fm 244
Anderson Tx
77830

Escrow File No.: 2360177HE

EXHIBIT "A"

Being a 24.987 acre tract of land situated in the John Baker Survey A-71, Waller County, e and being the same call 24.881 acre tract of land described by deed dated February 13, 2006, to Guadalupe Anzualda and wife, Olivia Anzualda, recorded in Volume 942, Page 551, Deed Records of Waller County, as, said 24.987 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found at a fence corner post in the north right-of-way line of F.M. Highway No. 2979 (100 ft. R.O.W.), the southeast corner of the call 24.881 acre tract of land for the POINT OF BEGINNING and southeast corner of the herein described tract;

THENCE South 88 degrees 41 minutes 01 seconds West, along the north right-of-way line of F.M. Highway No. 2979, a distance of 82.36 feet to a 4 inch x 4 inch concrete monument found for a POINT OF CURVATURE;

THENCE, continuing along F.M. Highway No. 2979, in a southwesterly direction along a curve to the left having a delta angle of 07 degrees 51 minutes 37 seconds, a radius of 1004.68 feet, a chord bearing of South 84 degrees 30 minutes 47 seconds West, a chord distance of 137.72 feet, an arc length of 137.83 feet to a 5/8 inch iron rod set with a plastic identification cap for an angle point of the herein described tract;

THENCE North 23 degrees 39 minutes 52 seconds West, leaving the north right-of-way line of F.M. Highway No. 2979, at 1.43 feet pass a found 1/2 inch iron rod found for the southeast corner of a call 1.183 acre tract of land described by deed dated August 26, 1993, to Thomas J bins and wife, Marianne H. Robbins, recorded in Volume 482, Page 905, Deed Records of Waller County, Texas, continuing a total distance of 17.06 feet to a nail found at the base of a 22 inch diameter oak tree for an angle point of the herein described tract;

THENCE South 89 degrees 13 minutes 45 seconds West, generally along a fence line, a distance of 138.76 feet to a 5/8 inch iron rod set with a plastic identification cap for an angle point of the herein described tract;

THENCE North 87 degrees 51 minutes 13 seconds West, a distance of 46.35 feet to a 5/8 inch iron rod set with a plastic identification cap for an angle point of the herein described tract;

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THENCE South 85 degrees 45 minutes 49 seconds West, a distance of 36.40 feet to a 5/8 inch iron rod set with a plastic identification cap at the base of a 22 inch diameter oak tree for an angle point of the herein described tract;

THENCE South 87 degrees 32 minutes 13 seconds West, a distance of 147.71 feet to a 5/8 inch iron rod set with a plastic identification cap for an angle point of the herein described tract;

THENCE South 87 degrees 29 minutes 59 seconds West, a distance of 59.50 feet to a 1 inch iron pipe found for reference in the east fence line of Courtney Road (apparent 70 ft. R.O.W.), the northwest corner of the call 1.183 acre tract of land for an angle point of the herein described tract;

THENCE South 89 degrees 32 minutes 32 seconds West, a distance of 45.82 feet to the southwest corner of an original call 25 acre tract of land described by Volume 103, Page 474, Deed Records of Waller County, Texas, for the southwest corner of the herein described tract;

THENCE North 01 degrees 00 minutes 00 seconds West, along the west line of the original call 25 acre tract of land, the apparent east line of the W. E. Baker Survey A-70, the west line of the John Baker Survey A-71, a distance of 1382.42 feet to the southwest corner of the Dudley j. White Survey A-66, the northwest corner of the John Baker Survey A-71, the northwest corner of the call 24.881 acre tract of land for the northwest corner of the herein described tract;

THENCE North 88 degrees 53 minutes 19 seconds East, at 23.4 feet pass a 1-1/2 inch iron pipe found for reference in the east right-of-way line of Courtney Road, at 413.40 feet pass the northwest corner of a called 0.5168 acre right-of-way easement described to the County of Waller, dated March 1, 1979, recorded in Volume 300, Page 328, Deed Records of Waller County, Texas, continuing a total distance of 788.61 feet to a 4 inch x 4 inch concrete monument found for the northwest corner of a call 26.28 acre tract of land designated as Tract 1 in a contract of sale and purchase dated July 12, 1958, recorded in Volume 155, Page 318, Deed Records of Waller County, Texas, for the northeast corner of the call 24.881 acre tract of land for the northeast corner of the herein described tract;

THENCE South 01 degrees 00 minutes 00 seconds East, along the west line of the call 26.28 acre tract of land, the east line of the call 24.881 acre tract of land, a distance of 1382.42 feet to the POINT OF BEGINNING, containing within these metes and bounds a 24.987 acre tract of land.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

FILED AND RECORDED

Instrument Number: 2307850

Filing and Recording Date: 07/10/2023 03:47:32 PM Pages: 5 Recording Fee: \$28.00

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



Debbie Hollan, County Clerk
Waller County, Texas

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

simplifile, Deputy

Returned To:
UNIVERSITY TITLE COMPANY
1021 UNIVERSITY E DR STE A
COLLEGE STATION, TX 77840-2185

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**GENERAL WARRANTY DEED
(Cash)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT THE UNDERSIGNED, **David S. Sprecher and Leslie K. Sprecher**, husband and wife, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY an undivided **FIFTY PERCENT (50%)** interest unto **W5 Texas Investments, L.L.C.** and an undivided **FIFTY PERCENT (50%)** interest unto **ST2 Investments LLC**, herein referred to as "Grantee," whether one or more, the real property described as follows:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Waller County, Texas.

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840 13th Street
Suite 201
Hempstead, TX 77445

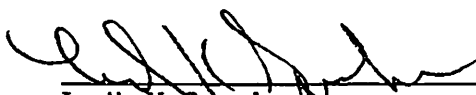
Prepared in the law office of Casey H. Cross
801 N. Madison, Mt. Pleasant, TX 75455
(903) 577-9500

GF # 2360177HE

University Title GF# 2360177HE

EXECUTED this 7 day of July, 2023.


 David S. Sprecher

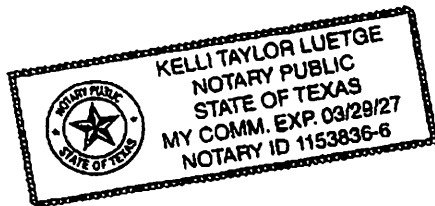



 Leslie K. Sprecher

THE STATE OF TEXAS

COUNTY OF Waller§
§
§

The foregoing instrument was acknowledged before me on the 7 day of July, 2023, by David S. Sprecher and Leslie K. Sprecher.

 NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS

Grantee's Address:

W5 Texas Investments, L.L.C.

19802 Indigo lake Dr.
Magnolia Tx 77355

ST2 Investments LLC

6243 Fm 244
Anderson Tx
77830

Escrow File No.: 2360177HE

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FILED AND RECORDED**Instrument Number: 2307850**

Filing and Recording Date: 07/10/2023 03:47:32 PM Pages: 5 Recording Fee: \$28.00

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



Debbie Hollan, County Clerk
Waller County, Texas

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simplifile, Deputy

Returned To:
UNIVERSITY TITLE COMPANY
1021 UNIVERSITY E DR STE A
COLLEGE STATION, TX 77840-2185

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



December 11, 2023

Travis W Miller, PE
Jones/Carter Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
823-913-4000

Re: Sunterra Section 23
Privately Maintained Road(s)

To Whom It May Concern,

Our office has performed a Substantial Completion Inspection on the above referenced project, and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

These roads are considered by Waller County to be complete and will be maintained privately.

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

County Road Name	Precinct	Length (feet)	Mileage	ROW / ESMT Width (ft)	Road/Pavem ent Width (ft)	Surface Type	Subdivision Name	Plat Approval - Date/Vol/Page	
Inglenook Grove Drive	3	881.00	0.166	50	28	6" Concrete	Sunterra Section 22	12/14/2022	2215865
Sonder Shore Drive	3	620.00	0.117	60	28	6" Concrete	Sunterra Section 22	12/14/2022	2215865
Camino Cove Court	3	205.00	0.038	50	28	6" Concrete	Sunterra Section 22	12/14/2022	2215865
			578.60						



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.

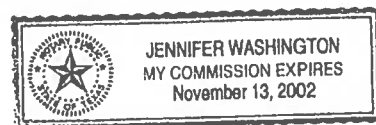
My Commission Expires: 11/13/2002

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.

[Handwritten Signature]

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 *[Handwritten Signature]* 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

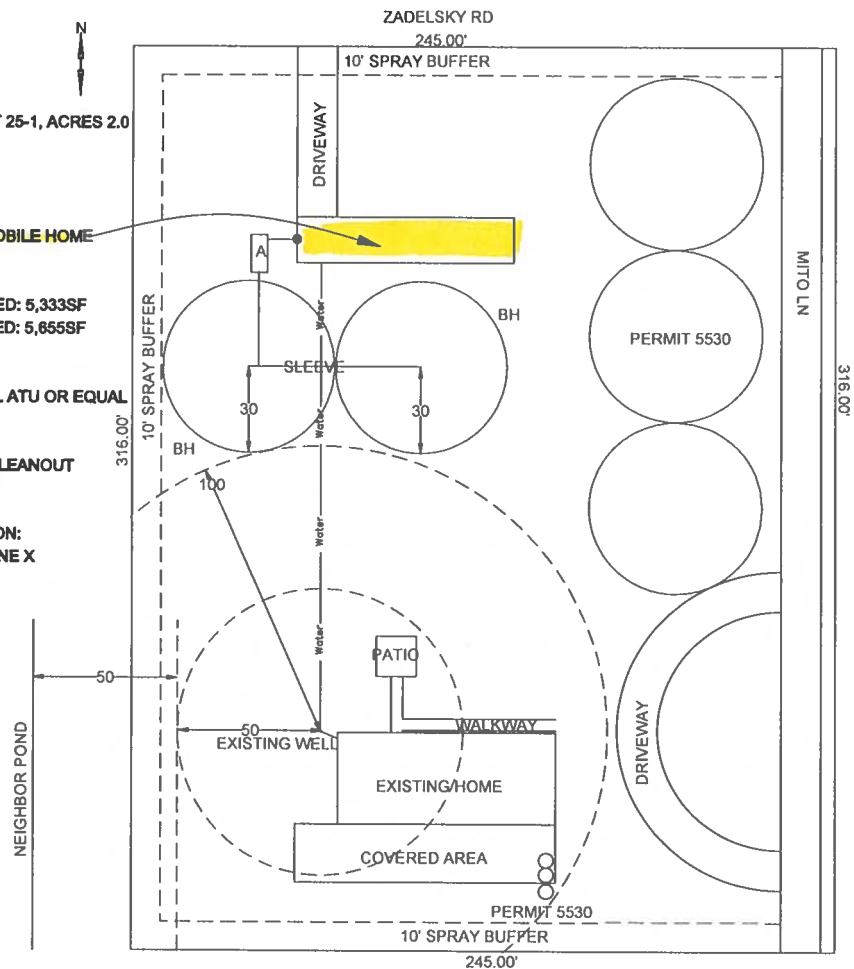
TANK A:
PROPOSED PROFLO 500 GAL ATU OR EQUAL
SUPPLY LINE:
1" SCH 40 PVC
● = 4" SCH 40 PVC 2-WAY CLEANOUT

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

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



**INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. TBD**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**DSHS**” or “**SYSTEM AGENCY**”) and Waller County (“**LOCAL GOVERNMENT**”), each a “Party” and collectively the “Parties,” enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar (“Tx EVER”) (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” *Tex. Gov’t Code* Chapter 791.

I. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

<u>DSHS</u>	<u>Local Government</u>
Name: Department of State Health Services	Name: Waller County
Attn: Contract Management Section	Attn: County Clerk
Address: 1100 W 49 th Street, MC-1990	Address: 425 FM 1488, Suite 112
City, State, and Zip: Austin, TX 78776-2679756	City, State, and Zip: Hempstead, TX 77445
Contact Person: Gretchen Wells	Contact Person: Debbie Hollan
Telephone: (512) 776-2679	Telephone: 979-826-7711
E-Mail: Gretchen.wells@dshs.texas.gov	E-Mail: d.hollan@wallercounty.us
Agency Number: 537	

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in **ATTACHMENT A, STATEMENT OF WORK**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days’ advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months,

in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

IV. AMENDMENT

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

V. FEES AND PAYMENT FOR SERVICES

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in ATTACHMENT C, STATEMENT OF WORK.

VI. NOTICE REQUIREMENTS

- A. All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.
- B. Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

**Health and Human Services Commission
Attn: Office of the Chief Counsel
4601 W Guadalupe St. MC-1100
Austin, Texas 78751**

with copy to

**Department of State Health Services
Attn: Office of General Counsel
1100 W. 49th Street, MC-1919
Austin, TX 78756**

- C. DSHS shall send legal notices to Local Government at the address below:

**Waller County
Attn: General Counsel
836 Austin St.
Hempstead, TX 77445**

- D. Notices given by DSHS to Local Government may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the first class mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be

DSHS Contract No. HHSREV10000XXXX

deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.

- E.** Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.
- F.** Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

ATTACHMENT A: HHS DATA USE AGREEMENT - GOVERNMENTAL ENTITY (VERSION 8.5).
ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2); and
ATTACHMENT C: STATEMENT OF WORK.

VIII. MISCELLANEOUS TERMS AND CONDITIONS

- A. Exchange of Personal Identifying Information.** The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.
- B. Suspension of Services or Contract Termination.** Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. Governing Law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. Confidentiality.** Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local Government. The Parties shall comply with all applicable state and federal laws relating to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, *Tex. Gov't Code* Section 552.115.
- E. Record Maintenance and Retention**
 - 1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and

conditions of the Contract and all state and federal rules, regulations, and statutes.

2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.
- F. Dispute Resolution.** To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.
- G. Entire Agreement.** The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.
- H. Force Majeure.** Neither Local Government nor DSHS shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- I. INDEMNIFICATION**
1. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS, AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR**

PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

2. **THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.**
 3. **FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.**
- J. No Waiver of Sovereign Immunity.** Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.
- K. Severability.** If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.
- L. Waiver.** The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.
- M. Termination**
1. **Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.

2. **Cause resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon the following condition:
 - i. Material Breach
If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

IX. CERTIFICATIONS

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party.
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract.
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR DSHS CONTRACT No.TBD

DEPARTMENT OF STATE HEALTH SERVICES

WALLER COUNTY

Signature

Manda Hall, MD

Printed Name

Associate Commissioner for Community Health
Improvement

Title

Date

Signature

Carbett "Trey" J. Duhon

Printed Name

County Judge

Title

Date

WALLER COUNTY
2024 SALARY ORDER

Item 29.

Amended by Commissioners' Court effective 01/21/2024

2024 APPROVED RATE	2024 BUDGETED AMOUNT
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Fund 125-Department 509

Fire Marshal

Senior Fire Inspector/Investigator	\$	32.48	\$	68,079.00
Fire Investigator Supervisor	\$	32.48	\$	68,079.00
Fire Investigator/Inspector	\$	24.96	\$	52,317.00

Fund 125-Department 527

Solid Waste

Assistant	\$	19.27	\$	40,390.00
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Fund 132-Department 509

Fire Marshal

Senior Fire Inspector/Investigator	\$	3,000.00	\$	3,000.00
Fire Investigator Supervisor	\$	7,000.00	\$	7,000.00
Fire Investigator/Inspector	\$	6,000.00	\$	6,000.00

DISTRICT ATTORNEY OFFICE SALARY SUPPLEMENTS PAID BY DEPARTMENT DISCRETIONARY FUNDS

CS Supervisor	\$	2,000.00	\$	2,000.00
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Amendments

Position Titles in the Fire Marshal Department
Solid Waste equalization of assistant salaries
Supplemental pay to Fire Marshal staff from discretionary funds
Supplemental pay to additional DA staff from discretionary funds


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/16/2023	1054C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Swing Space 425 FM 1488 Hempstead, TX 77445

Description	Quantity	Rate	Unit	Amount
<p>To bill completion of Cat 6 cabling at above referenced location per our 08/28/2023 proposal.</p> <p>Server Room #1A: Installed APC NetShelter 42RU cabinet. Attached (3) Cat 6 48-port patch panels for cabling & (1) 24-port empty patch panel for WAP & TV cabling. Installed ladder tray system across SR above cabinet.</p> <p>Workstations: From SR #1A, ran, terminated, tested, & labeled (94) Cat 6 cable drops (1A-D001 to D094) throughout to workstations.</p> <p>WAPs: From Server Room #1A, ran, terminated, tested, & labeled (5) Cat 6 WAP drops (1A-WAP01 TO WAP05). Left cable terminated and service loop at WAP & patch cords in Server Room.</p> <p>TVs: From SR #1A, ran, terminated, tested and labeled (1) Cat 6 network cable & (1) HDMI cable (TV01 & TV02) to 2 TVs.</p> <p>Innerduct Extension Pathway: Installed 200' of 1" plenum innerduct with mule tape from AT&T circuit to Demarc at NW corner of Building to MDF. AT&T to run fiber.</p> <p>Cabling Support Above Ceiling: Installed suspension wire &</p>				

Ordered by Greg Henry		Subtotal
P.O. No.	Due Date	Sales Tax (0.0%)
	12/16/2023	Amount Due


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/16/2023	1054C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Swing Space 425 FM 1488 Hempstead, TX 77445

Description	Quantity	Rate	Unit	Amount
J-hooks above ceiling of offices/hallways for cable pathways.				
Card Readers: From SR #1A, ran, terminated, tested, & labeled (4) Cat 6 network cables (CDR1 to CDR4) to card reader locations. At exterior locations, left cable right inside point of exit for ICS to penetrate exterior walls.				
Cameras: From SR #1A, ran, terminated, tested, & labeled (16) Cat 6 network cables (CAM01 to CAM16) to camera locations. At exterior locations, left cable right inside point of exit for ICS to penetrate exterior walls.				
Project Management: Drafted labeled floorplans, participated in meetings, & support of operations.				
APC NetShelter 42RU cabinet	1	2,165.00	ea	2,165.00
CPI large black stringer radius drops	2	60.00	ea	120.00
CPI H ladder runway	1	171.00	ea	171.00
W wall support kits with j-bolts	2	46.00	ea	92.00
W triangular wall brackets	2	73.00	ea	146.00
CPI 18" rack to runway mounting plate	1	55.00	ea	55.00
Leviton Cat6 48-port patch panels	3	423.00	ea	1,269.00
CPI rack grounding bar	1	94.00	ea	94.00
SR1A misc. material (fire sleeves, anchors, etc)	1	300.00	lot	300.00
18,000' BerkTek Cat 6, 4-pair UTP plenum cable @\$0.37/ft		6,600.00	bid	6,600.00
BerkTek Cat 6A, 4-pair UTP plenum cable	1,000	0.78	ft	780.00

Ordered by Greg Henry		Subtotal
P.O. No.	Due Date	Sales Tax (0.0%)
	12/16/2023	Amount Due


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/16/2023	1054C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Swing Space 425 FM 1488 Hempstead, TX 77445

Description	Quantity	Rate	Unit	Amount
Cat 6 inserts - blue & black	96	10.00	ea	960.00
Cat 6 inserts- green	10	14.00	ea	140.00
Leviton faceplates & surface mount boxes	55	4.00	ea	220.00
Leviton pass-thru TV faceplates	2	7.00	ea	14.00
Cat 6A patch cords, 3' long, for WAP	5	6.00	ea	30.00
HDMI fiber cables, 150' long	2	275.00	ea	550.00
Misc. Cabling Support (velcro, labels, support, etc.)	1	350.00	lot	350.00
Arlington large straps	100	5.00	ea	500.00
Arlington small straps	150	2.00	ea	300.00
Suspension wire, screws, bolts, nuts	1	200.00	lot	200.00
6-strand MM 50m OM3 indoor/outdoor fiber	200	3.00	ft	600.00
Cabling Support in inner-duct	1	52.00	lot	52.00
Leviton empty 12-port patch panel	1	92.00	ea	92.00
Cat 6 plenum card reader drops	4	160.00	ea	640.00
Cat 6 plenum camera drops	16	180.00	ea	2,880.00
Cabling Support (ties, j-hooks, velcro)	1	100.00	bid	100.00
Installation of inner-duct		640.00	bid	640.00
Labor to build out MDF		3,000.00	bid	3,000.00
Labor to install ceiling support		1,000.00	bid	1,000.00
Labor to install LV/TV/WAP cables		16,000.00	bid	16,000.00
Project management		1,800.00	bid	1,800.00
Ordered by Greg Henry		Subtotal		\$41,860.00
P.O. No.	Due Date	Sales Tax (0.0%)		\$0.00
	12/16/2023	Amount Due		\$41,860.00


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/16/2023	1049C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Tax Precinct 4 32225 US Hwy 90 Business Brookshire, TX 77423

Description	Quantity	Rate	Unit	Amount
On 10/13/2023, our tech ran Cat 6 cabling at above referenced location. From IDF, ran, terminated, tested, & labeled (2) Cat 6 data drops (D264 & D265) to Mail Room.				
Cat 6, 4-pair plenum cable	150	0.45	ft	67.50
Cat 6 inserts	2	10.00	ea	20.00
Leviton 2-port faceplate	1	5.00	ea	5.00
Misc. Cabling Support (velcro, labels, support, etc.)	1	10.00	lot	10.00
Labor: 2 techs (M.Moore, F.Sanchez) @ 2.0 hours each (9:00AM to 11:00AM).	4	90.00	hr	360.00
Trip Charges	2	90.00	trip	180.00
Ordered by Greg Henry				Subtotal \$642.50
P.O. No.	Due Date	Sales Tax (0.0%)		\$0.00
	12/16/2023	Amount Due		\$642.50

Please update your records with our new remittance address.


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/16/2023	1055C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Swing Space 425 FM 1488 Hempstead, TX 77445

Description	Quantity	Rate	Unit	Amount
To bill additional cabling at above referenced location per our 08/28/2023 proposal - Change Order.				
From SR #1A, ran, terminated, tested, & labeled (21) Cat 6 network cables...19 data cables (1A-D095 to D113) to workstations & 2 camera cables (CAM17 & CAM18) to camera locations.				
BerkTek Cat 6A 4-pair UTP plenum cable	2,000	0.88	ft	1,760.00
Cat 6 inserts	19	10.00	ea	190.00
Leviton faceplates	19	5.00	ea	95.00
Misc. Cabling Support (velcro, labels, support, etc.)	1	50.00	lot	50.00
Installation Labor - 2 techs @ 2 days - 8.0 hours each	32	90.00	hr	2,880.00
Ordered by Greg Henry				Subtotal \$4,975.00
P.O. No.	Due Date	Sales Tax (0.0%)		\$0.00
	12/16/2023	Amount Due		\$4,975.00

Please update your records with our new remittance address.


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/16/2023	1052C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Swing Space 425 FM 1488 Hempstead, TX 77445

Description	Quantity	Rate	Unit	Amount
On 10/03/2023, our techs ran Cat 6 cabling at above referenced location. From IDF #1A, ran, terminated, tested, & labeled (2) Cat 6 data cables (1A-D023 & D024) to new location for Fire Alarm near Lobby front door.				
Cat 6, 4-pair plenum cable	250	0.45	ft	112.50
Cat 6 inserts	2	10.00	ea	20.00
RJ45 modular plugs	2	1.25	ea	2.50
Misc. Cabling Support (velcro, labels, support, etc.)	1	15.00	lot	15.00
Labor: 2 techs (M.Moore, F.Sanchez) @ 2.0 hours each (8:00AM to 10:00AM).	4	90.00	hr	360.00
Trip Charges	2	90.00	trip	180.00
Ordered by Greg Henry				Subtotal \$690.00
P.O. No.	Due Date	Sales Tax (0.0%)		\$0.00
	12/16/2023	Amount Due		\$690.00

Please update your records with our new remittance address.


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/30/2023	1070C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Swing Space 425 FM 1488 Hempstead, TX 77445

Description	Quantity	Rate	Unit	Amount
On 11/06 through 11/09/2023, our techs provided support & installed Cat 6 cabling at above referenced location. Assisted onsite with employee move-in; helped with connections & hooked up computers. From IDF ran, terminated, tested, & labeled: (2) Cat 6 TV drops (TV3 & TV4) in Judge's office, (2) Cat 6 data drops (D124 & D125) in IDF Room. Relocated & terminated, tested, & labeled: In Sec Area relocated (2) existing data drops (D83 & D84) over approx. four feet to left In Courtroom relocated (2) existing data drops (D107 & D108) approx four feet to right. Tested cables (D057 & D058) & verified connectivity. Tested (WAPD004) & verified connectivity.				
Cat 6, 4-pair plenum cable	300	0.37	ft	111.00
Cat 6 inserts	4	10.00	ea	40.00
Leviton faceplates	4	5.00	ea	20.00
Misc. Cabling Support (velcro, labels, support, etc.)	1	25.00	lot	25.00
Labor: (1 tech) M.Moore @ 8.0 hr x 3 days	24	90.00	hr	2,160.00
Labor: (1 tech) A.Solis @ 8.0 hrs x 1 day	8	90.00	hr	720.00
Trip Charges	4	90.00	trip	360.00
Ordered by	Subtotal			\$3,436.00
P.O. No.	Due Date	Sales Tax (0.0%)		\$0.00
	12/30/2023	Amount Due		\$3,436.00

Please update your records with our new remittance address.


Remit To:

Telomack Cabling Solutions
P.O. Box 842551
Houston, TX 77284
email: acctg@telomack.com

Item 31.

Invoice

Date	Invoice #
11/16/2023	1061C

Bill To	Work Performed At
Waller County Treasurer 836 Austin Street, Suite 316 Hempstead, TX 77445	Waller County Swing Space 425 FM 1488 Hempstead, TX 77445

Description	Quantity	Rate	Unit	Amount
On 10/31/2023, our techs installed additional Cat 6 cabling at above referenced location. From IDF #1A, ran, terminated, tested, & labeled (10) Cat 6 network drops (1AD114 to D123) throughout offices.				
Cat 6, 4-pair plenum cable	985	0.37	ft	364.45
Cat 6 inserts	10	10.00	ea	100.00
Leviton faceplates	5	5.00	ea	25.00
Misc. Cabling Support (velcro, labels, support, etc.)	1	100.00	lot	100.00
Labor: 2 techs (M.Moore, M.Carroll) @ 8.5 hr ea (8:00AM to 4:30PM)	16	90.00	hr	1,440.00
Trip Charge	2	90.00	trip	180.00
Ordered by Danny Rothe	Subtotal			\$2,209.45
P.O. No.	Due Date	Sales Tax (0.0%)		\$0.00
	12/16/2023	Amount Due		\$2,209.45

Please update your records with our new remittance address.



Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Invoice No: 640414 - 1

Date: 11/21/2023

Bill To

Accounts Payable
WALLER COUNTY
836 Austin St.
Hempstead TX 77445-4667

Ship To

DIGITAL PRO
6776 Southwest Fwy Ste. 182,
HOUSTON TX 77074

Due Date	Order No	Sales Person	Job	PO #	Ship Via	FOB Point
12/21/2023	640414	1007 Joseph Cupidore	15952 15952 WALLER COUNTY COURTHOUSE EQUIPMENT UPGRADE	Signed Quote - Rothe - 9.26.23	Best Way - USA	FOB Destination

Qty Ord	Item	Price	Ext. Price
	***** Waller County Courthouse Relocate existng sound Equipment *****		
6	CONTROL 26CT 6.5" Ceiling Loud Speaker Transducer Assembly - Includes a multi-tap transformer for a 70V or 100V line distribution system - White	\$169.10	\$1,014.60
1	UA850 50' UHF Remote Antenna extension Cable Bnc-Bnc	\$94.80	\$94.80
1	Subcontractor Materials Subcontractor Materials- SPEAKER CABLING DGP-16SPK	\$300.00	\$300.00
1	Subcontractor Materials Subcontractor Materials- Cat 6a cabling and connectors DGP-CAT6A	\$114.00	\$114.00
1	Subcontractor Installation Subcontractor Installation - Digital Pro DGP Installation: On-Site Equipment Installation, existing Sound Equipment, wireless microphone, Ceiling Array Mics, System Rack. Install New cabling System commisioning and testing DGP Service:Demo existing System and transport to new location	\$5,400.02	\$5,400.02
2	***** Waller County Courthouse Displays Estimate ***** QB75B Samsung QB75R-B - 75" Diagonal Class QBR-B Series LED-backlit LCD display - digital signage - 4K UHD (2160p) 3840 x 2160 - Edge LED BLU	\$1,454.75	\$2,909.50
2	AM95 Low-Profile Dual Stud - Dual Arm Swing Out Mount for Flat Panels up to 95 lbs./43 kg	\$156.88	\$313.76
2	P-HD28-35RM HDMI Cable with Repeater, 28 AWG, Plenum, 35ft	\$107.14	\$214.28



640414



Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Invoice Item 32.

Invoice No: 640414 - 1

Date: 11/21/2023

Qty Ord	Item	Price	Ext. Price
1	DH14-220 Splitter, HDMI 2.0, 1X4, w/Aud De-embedded & Dwonscale	\$63.70	\$63.70
3	Subcontractor Materials Subcontractor Materials- Passthrough Wall Plate DGP-WP	\$14.40	\$43.20
1	Subcontractor Materials Subcontractor Materials- Audio from PC to Sound system DGP-Audio	\$90.00	\$90.00
1	Subcontractor Installation Subcontractor Installation - Digital Pro DIGITAL PRO INSTALLATION DGP Installation: On-Site Equipment Installation, Wall Mount Display, System commisioning and testing	\$1,296.00	\$1,296.00

Subtotal	\$11,853.86
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$11,853.86

Please consult the pack list from the product delivery for warranty information and Bluum's return policy. Please contact our office if this document is not available.
This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions

Please remit payment to:

ACH:
Account name: Bluum USA Inc.
Bank name: BMO Harris Bank, N.A., 5704 W. Glenn Dr., Glendale, AZ 85301
ABA: 071000288
Account number: 0001844612

Check:
Payable to: Bluum USA
Address: 4675 E. Cotton Center Blvd., Ste 155 Phoenix, AZ 85040

Please email remittance details to billingpayments@bluum.com



**STATE OF TEXAS
COUNTY OF WALLER**

ORDER SELF-CERTIFYING AN INCREASE IN THE MICRO-PURCHASE THRESHOLD

WHEREAS, from time to time, the County of Waller purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and

WHEREAS, the County of Waller is a non-Federal entity as defined by 2 C.F.R. § 200.1; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history, or other information and documents that the non-Federal entity files accordingly; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and

WHEREAS, pursuant to 2 CFR 200.320(a)(1)(iv), a non-Federal entity may self-certify a micro-purchase threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with 2 CFR 200.334; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation that the non-Federal entity is a low-risk auditee in accordance with the criteria in 2 CFR 200.520 for the most recent audit; and

WHEREAS, Waller County is a low-risk auditee in accordance with the criteria in 2 CFR 200.520 for the most recent audit; and

WHEREAS, Texas Local Government Code 262.023 requires counties to use competitive purchasing procedures for non-exempt items where the cost of the contract exceeds \$50,000; and

WHEREAS, the County of Waller's procurement of such goods and services is subject to the Waller County Procurement Policies and Procedures as well as Texas Local Government Code 262 and other State purchasing laws; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iv)(A), the County of Waller now desires to adopt a higher micro-purchase threshold than the amount identified in 48 C.F.R. § 2.101.

NOW THEREFORE, IT IS HEREBY ORDERED by the Commissioner's Court of Waller County that effective January 10, 2024 for fiscal year 2024, Waller County self-certifies that its micro-purchase threshold, as defined in 2 CFR 200.320(a)(1)(ii), is hereby increased to \$50,000. Unless otherwise required by the County's internal purchasing regulations or controls, purchases up to the micro-purchase threshold may be purchased without soliciting competitive price or rate quotations if the County considers the price to be reasonable based on research, experience, purchase history, or other information and documents its files accordingly.

This self-certification is based on the following justification, as recognized and authorized by 2 CFR 200.320(a)(1)(iv): This self-certification of a higher micro-purchase threshold for purchases using Federal funding is intended to promote the effective stewardship of County time and resources. All

purchases made by Waller County are subject to the Waller County Procurement Policies and Procedures, and Texas law. The County's internal controls and documented procurement procedures are intended to promote fairness in purchasing and reduce any risk associated with purchasing. Texas law generally permits counties to make non-competitive purchases for goods or services where the contract is valued at less than \$50,000 in the aggregate, as set forth in Texas Local Government Code 262.023. Raising the micro-purchase threshold will make the federal competitive procurement threshold consistent with the Texas competitive procurement law threshold.

In any instance where Texas or other federal law imposes a requirement to competitively procure any good or service costing less than \$50,000, or where Texas or other federal law imposes more stringent purchasing standards or procedures set forth in 2 CFR Part 200, the County shall follow the more restrictive legal requirement. If Waller County receives funding from a Federal grantor agency that adopts a threshold more restrictive than those contained herein, Waller County shall comply with the more restrictive threshold when expending such funds.

The self-certification made herein shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

Waller County shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

ADOPTED January 10, 2024 by the Waller County Commissioner's Court.

Carbett "Trey" J. Duhon III
County Judge

ATTEST:

Debbie Hollan
County Clerk

THE STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS' COURT
OF WALLER COUNTY, TEXAS

BE IT REMEMBERED that on this the 10th day of January, 2024, the Commissioners' Court of Waller County, Texas met in Regular Session at its regular meeting place in the Waller County Joe Kuciemba Annex in Hempstead, Texas with the following members of said Court Present:

Carbett "Trey" J. Duhon III, County Judge
John A. Amsler, Commissioners, Pct. #1
Walter E. Smith, Commissioners, Pct. #2
Kendric D. Jones, Commissioner, Pct. #3
Justin Beckendorff, Commissioner, Pct. #4

And the Court being duly opened, there came on for consideration the matter of approving an allowance for Motel or hotel accommodations and registration fees and for mileage and meals of County Officials and Employees who are on official County business in their private car and are traveling outside the area of Waller County for the year 2024.

Motion was made by Commissioner _____, duly seconded by
Commissioner _____ that the following allowances be made for mileage and meals:

\$ 0.67 cents per mile

\$ 64.00 Meals for overnight out-of-county business related travel shall not exceed \$64.00 per day, No Itemized receipts are required. Departure/Return days are reimbursed at 75% and shall be processed through accounts payable.

\$ 25.00 Meals for non-overnight out-of-county business related travel shall not exceed \$25.00 per day, Itemized receipts required and shall be processed through payroll.

and that motel or hotel accommodations and registration fees for County Officials and Employees in connection with official County business will be paid for actual time involved in attendance of official business, seminars, and conferences. To receive reimbursement for motel or hotel accommodation and registration fees, employee or official must submit an itemized receipt for same.

Upon the question being duly and timely put by the Presiding Judge,

Judge Carbett "Trey" J. Duhon III	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Commissioner John A. Amsler	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Commissioner Walter E. Smith	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Commissioner Kendric D. Jones	___	voted AYE,	___	voted NAY,	___	ABSTAINED
Commissioner Justin Beckendorff	___	voted AYE,	___	voted NAY,	___	ABSTAINED

Whereupon the Presiding Judge declared the Motion passed, approved and adopted as an Order of this Court.

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

THE STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS' COURT
OF WALLER COUNTY, TEXAS

BE IT REMEMBERED that on this the 10th day of January, 2024, the Commissioners' Court of Waller County, Texas met in Regular Session at its regular meeting place in the Waller County Joe Kuciemba Annex in Hempstead, Texas with the following members of said Court Present:

Carbett "Trey" J. Duhon III, County Judge
John A. Amsler, Commissioners, Pct. #1
Walter E. Smith, Commissioners, Pct. #2
Kendric D. Jones, Commissioner, Pct. #3
Justin Beckendorff, Commissioner, Pct. #4

And the Court being duly opened, there came on for consideration the matter of **Setting the pay of Jurors in this County for 2024, and providing food and lodging for Jurors in certain cases and instances, and due consideration of the matter and the statutes regulating such pay and other matters being given.**

IT IS HEREBY ORDERED that for the year 2024, each grand juror, and each petit juror in a civil or criminal case in a district court, county court, county court at law, or justice court is entitled to receive as reimbursement for travel and other expenses. No less than \$20.00 for the first day or fraction of the first day served as a juror; and no less than \$58.00 for each day or fraction of each day served as a juror after the first day; and that the Sheriff of Waller County be and he is hereby authorized, to provide food for jurors impaneled in felony cases as provided for in Article 104.001, Code of Criminal Procedure. Waller County will incur all expenses for food and lodging for Jurors that are sequestered.

Motion was made by Commissioner _____, duly seconded by
Commissioner _____ that the above and foregoing request be and the same is hereby approved.

Upon the question being duly and timely put by the Presiding Judge,

Judge Carbett "Trey" J. Duhon III	_____ voted AYE, _____ voted NAY, _____ ABSTAINED
Commissioner John A. Amsler	_____ voted AYE, _____ voted NAY, _____ ABSTAINED
Commissioner Walter E. Smith	_____ voted AYE, _____ voted NAY, _____ ABSTAINED
Commissioner Kendric D. Jones	_____ voted AYE, _____ voted NAY, _____ ABSTAINED
Commissioner Justin Beckendorff	_____ voted AYE, _____ voted NAY, _____ ABSTAINED

Whereupon the Presiding Judge declared the Motion passed, approved and adopted as an Order of this Court.

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

**GULF COAST
RAIL DISTRICT****HOUSTON ★ TEXAS**

6922 Katy Road
Houston, TX 77024
Phone 713-843-5451
Fax 713-881-3171

INVOICE NO.	INVOICE DATE	AMOUNT DUE
	11/8/2023	\$ 7,500.00

To: Waller County
Attn: Ms. Cindy Jones
836 Austin Street, Suite 203
Hempstead, TX 77445

Item	Quantity	Description	Unit Price	Total
	1	General Purpose Fund - 2024		\$7,500.00

Terms: Due Upon Receipt

TOTAL

\$7,500.00

Cindy Jones

From: Patke, Lisa <L-Patke@tti.tamu.edu>
Sent: Wednesday, November 8, 2023 9:35 AM
To: Cindy Jones; McKenzie Kelley; Trey Duhon
Cc: Parker, Katherine
Subject: GCRD Annual County Payment Request and Invoice | Waller
Attachments: GCRD Resolution 23-16 Fee Structure.pdf; Invoice2024.Waller.pdf

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.



November 8, 2023

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

Dear Judge Duhon:

The Gulf Coast Rail District (GCRD) is continuing its mission to improve the region's safety and mobility, particularly at grade crossings and as it relates to rail transportation. The GCRD Board and its committees recently met to develop the 2024 agenda, which includes securing project funding, identifying passenger commuter corridors that can be pursued short term, working with member entities, state, regional, community, and railroad partners through the newly formed GCRD committee, The Houston Area Rail Transformation (THE HART). THE HART is the Greater Houston region's collaborative and programmatic approach to leverage private and public funding opportunities for railroad projects in the region and is GCRD's mechanism to implement roadway/railway improvements. The West Belt Improvement Project (Phase 1) was awarded \$36.9 million through the Railroad Crossing Elimination Grant Program administered by the Federal Railroad Administration. The City of Houston was the sponsor; however, the history of this project began with the Gulf Coast Rail District before 2012. Our collaborative efforts through THE HART committee helped to make this application a success!

In July of 2023, the GCRD Board adopted a fee structure policy for current and future member entity contributions to the Gulf Coast Rail District. The policy determines contribution for counties by population and non-county entities by annual revenue. Attached is the policy and current contribution amounts. Waller County's new contribution request is \$7,500 for GCRD General Purposes in 2024. The GCRD Board has

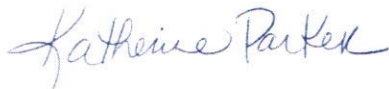
developed a budget for its basic operations and is seeking financial assistance from Waller County Commissioners Court for its seventeenth year of activity.

Item 36.

As you are aware, this is a crucial time for the Houston region to focus on passenger transport. Much of the product supporting the economic growth in Texas and the U.S. is moving by rail to and from facilities along the Gulf Coast. Even more will move by truck on already congested roads. Effective passenger transport options can help address that challenge cost-effectively; it is also critical that we reduce the interfaces with at-grade rail and help facilitate freight movement.

Judge Duhon, your assistance in securing \$7,500 from Waller County to support Gulf Coast Rail District activities will be greatly appreciated. We look forward to continuing dialog with you and your staff to achieve these critical objectives.

Sincerely,



Katherine Parker
Executive Director
713-843-5451 phone
Katherine.Parker@gcrd.net



RESOLUTION NO. 23-16

RESOLUTION ADOPTING A GULF COAST RAIL DISTRICT FEE STRUCTURE POLICY FOR EXISTING AND NEW MEMBER ENTITIES

Whereas, The Gulf Coast Rail District (GCRD) began discussions to establish a proposed fee structure policy in January of 2021; and

Whereas, the policy will provide a structural guide to annual contributions for the Gulf Coast Rail District and establish contribution levels for counties by population and non-county entities by annual revenue; and

NOW, THEREFORE BE IT RESOLVED BY THE GULF COAST RAIL DISTRICT THAT THE ATTACHED FEE STRUCTURE POLICY FOR EXISTING AND NEW MEMBER ENTITIES IS HEREBY ADOPTED. THIS POLICY SHALL BE REVIEWED AT LEAST EVERY FIVE YEARS.

PASSED AND APPROVED this 11th day of July 2023 at a regularly called meeting of the Gulf Coast Rail District.

APPROVED:

ATTEST:

DocuSigned by:

Dr. Carol Lewis

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Carol Abel Lewis, Ph.D., Chairperson
Gulf Coast Rail District

DocuSigned by:

Jon Keeney

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Jon Keeney, Secretary
Gulf Coast Rail District



GULF COAST RAIL DISTRICT FEE STRUCTURE

BACKGROUND

The Legislative and Funding committee began discussions concerning the proposed fee structure in January of 2021 to establish a policy for current and future member entity contributions to the Gulf Coast Rail District (the "District"). In the past, member entity contributions were agreed upon at the time each entity joined the Gulf Coast Freight Rail District. There has not been a standard policy or agreements related to annual contribution amounts to the District for current or new members. The current annual contributions have remained the same since the District's inception in 2007.

PROPOSED CHANGE

In order to provide a structural guide to annual contributions for the District, the Legislative and Funding Committee is proposing contribution levels be determined for counties by population and non-county entities by annual revenue. This policy shall be reviewed at least every five years.

Current Annual Contribution Amounts

Waller County - \$5,000
 Galveston County - \$5,000
 Montgomery County - \$5,000 (last payment 2018)
 Harris County - \$75,000
 Fort Bend County - \$35,000
 Port Houston - \$96,000 (\$24,000 per quarter-last payment March 2017)
 City of Houston-Executive Director position, office space, website cost and maintenance approx. \$126,000

PROPOSED COUNTY CONTRIBUTION LEVELS EXAMPLES

Population size	Amount	County Population*
less than 500K	\$7,500	Waller (54K), Galveston (351K)
501,000-750, 000	\$15,000	Montgomery (621K)
751,000 – 1.5 M	\$35,000	Fort Bend (800K)
over 1.5 M	\$75,000	Harris (4,735,000)
	\$126,000	City of Houston (2,300,000) **

**City of Houston-ED position, office space, website cost and maintenance approx. \$126,000

NONCOUNTY CONTRIBUTION LEVELS EXAMPLES

Entity	Amount	Annual Revenue
Port Houston	\$ 15,000, plus in-kind contribution	\$651,274,000 ¹
METRO	\$ 25,000	\$1,008,440,496

¹ Source: PHA-ACFR-2022.pdf (porthouston.com), Operating Revenues

² Source: METRO FY 2022 ACFR, METRO Digital Asset Library (resourcespace.com), Revenues comprised of Transportation fares and Sales tax revenues