

MINUTES
WALLER COUNTY COMMISSIONER'S COURT
REGULAR SESSION
WEDNESDAY – DECEMBER 7, 2022

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 7th day of December 2022 at its meeting place in the Commissioners Courtroom of the Waller County Courthouse, Hempstead, Texas. The meeting was called to order by Waller County Judge Trey Duhon at 9:01 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

1. **Approval of Agenda.**

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

PUBLIC COMMENT – *None*

To slow the spread of COVID-19, the public may make public comment at the beginning of the meeting by teleconference. **Local callers should call 979-921-6212.** Non-local callers should call 800-576-1131. The user code for both numbers is **14329937**. Callers will be asked if they would like to make public comment. After public comment, the teleconference line will be closed. The public may continue to watch the meeting streamed online at <http://wallercountytexas.swagit.com/live>.

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 the minutes** – November 30, 2022 Regular Session

3. **Request to approve payment on the following:**

(a) \$1,000.00 for Invoice to Post Oak RC&D Area, Inc. from line item 125-411-562300 [County Organizational Dues].

(b) \$1,795.00 for Invoice dated November 23, 2022 to Magnolia Funeral Home from line item 125-423-540705 [Transport to Morgue].

4. **Request by County Auditor for approval and/or ratification of Accounts Payable.**

5. Request by County Treasurer for approval of longevity payroll.
6. Request by County Treasurer for approval of elections payroll.

Motion made to approve Consent Agenda 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

ECONOMIC DEVELOPMENT

7. Discuss and take action to approve Tax Abatement Agreement with Exeter 29789 Highway 90 LP, the tax abatement applicant and owner of the property located at 29921 Medline Lane in Katy, Texas. The property is in the reinvestment zone known as Waller County Clay Spec Reinvestment Zone 2, located west of Pederson Road and south of US Highway 90. Exeter 29789 Highway 90 LP and American Wire Group LLC build an approximately 200,000 square foot building and related improvements at an estimated cost of \$1,400,000.

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

8. **Presentation** and quarterly update by the WCEDP.
No action required.

9. Discuss and take action to approve contract with the Waller County Economic Development Partnership for 2023.

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

SHERIFF

10. Discuss and take action to approve the reclassification of both civilian cook positions to “Jailer II” with a salary of \$18.73 per hour. *(no backup submitted)*

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

11. Discuss and take action to declare three vehicles no longer in services as surplus or salvage property and to enlist the services of Rene Bates Auctioneers to auction the vehicles.

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

12. Discuss and take action for contract option for medical services for the county jail.
Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion and Second WITHDRAWN.
Discussion only – No action taken.
13. Discuss and take action to approve the installation of a copier at the Precinct 4 Annex building on a monthly lease of \$169.06 to be paid from line item 125-516-581813 [Copier/Printer].
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

14. Discuss and take action to approve Addendum to Positive Pay Service Agreement with Prosperity Bank.
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
15. Discuss and take action to approve acceptance of prior juror donations to the Veterans Service Office budget in the amount of \$590.00. *(no backup submitted)*
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

16. Discuss and take action to approve various 2022 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 Smith – Yes
Commissioner Jones – Yes Commissioner Beckendorff – Yes
17. Discuss and take action to approve revised Odyssey contract and past due invoices.
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

MISCELLANEOUS

18. ~~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 would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~

19. ~~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. Item WITHDRAWN.~~

EXECUTIVE SESSION

20. Deliberate the appointment of a Veterans Services Officer pursuant to Government Code Section 551.074.
21. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725. Item WITHDRAWN.~~
22. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725. Item WITHDRAWN.~~
23. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.

Court convened to Executive Session at 10:34 a.m.

Court reconvened from Executive Session at 10:46 a.m.

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

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Meeting was **ADJOURNED** at 10:46 a.m.

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



Debbie Hollan

Debbie Hollan
Waller County Clerk

APPROVED this the 14th day of December 2022.

Carbett "Trey" J. Duhon, III

Carbett "Trey" J. Duhon, III
County Judge



POST OAK

RC&D AREA, INC.

10347

INVOICE

Waller County

2023 Annual Sponsorship\$ 1,000.00

January 1, 2023 – December 31, 2023

Please make check payable to:

Post Oak RC&D

Mail dues to:

Post Oak RC & D c/o BVCOG
P.O. Drawer 4128
Bryan TX 77802

Registration # 100320
Joan Sargent Waller Co. Treasurer
Deputy QR Date 11/20/22

NOV 22 '22 10:18 AUDITOR

TOTAL AMOUNT THIS INVOICE

\$ 1,000.00

Payment Due Upon Receipt of this Invoice



Post Oak RC&D AREA, INC.

3991 East 29th Street
P.O. Drawer 4128
Bryan, Texas 77805-4128
(979) 595-2801, Ext 2050
Candilyn.mclean@bvcog.org
www.bvcog.org

November 17, 2022

Honorable Trey Duhon
Waller County Judge
836 Austin Street, Ste. 203
Hempstead, Texas 77445

mk

Re: Post Oak RC&D Sponsorship for 2023

Dear Judge Duhon:

Enclosed is an invoice for your 2023 sponsorship of the Post Oak Resource Conservation and Development Council. The Post Oak RC&D is a program that was largely funded by the federal government in the past, but due to the federal funding being cut, your sponsorship is more important than ever. Project funding comes from outside sources such as state and federal agencies and foundations. Your sponsorship allows us to leverage these dollars toward multiple projects and cover administrative costs.

The purpose of the RC&D is to promote conservation, development, and utilization of natural resources; to improve the general level of economic activity; and to enhance the environment and standard of living in rural communities. Post Oak RC&D assists by:

- Providing rural communities the necessary tools to be able to apply for and receive grants.
- Locating and helping obtain funding and technology to provide adequate water resource management.
- Implementing projects to help clean up the environment.
- Increasing the capacity of the council and its ability to address the needs of the area by seeking additional funding.
- Supporting and sponsoring environmental and natural resource related workshops for the public.
- Providing funding information and resources for community projects.

The RC&D continues to administer the TCEQ Supplemental Environmental Project (SEP) grant funds. This allows us to use local fine money for county projects. These projects include abandoned tire cleanup events, collect hazardous household waste, and to assist low-income families with water and wastewater treatment assistance.

The Post Oak RC&D serves Brazos, Burleson, Freestone, Grimes, Lee, Leon, Madison, Robertson, Waller, and Washington counties. This is your council. Each sponsor should have representation. But several do not. If you do not have representation, consider appointing someone from your community to serve as your representative on the Board of Directors. Please send your check payable to Post Oak RC&D. By working together, we are building a better Texas.

Thank you for your support of the RC&D program.

Sincerely,

Candilyn McLean

Candilyn McLean, Post Oak RC&D Administrator
BVCOG Regional Program Manager

Chairman

Hon. Joy Fuchs

1st Vice Chairman

Hon. Duane Peters

2nd Vice Chairman

Kent Dunlap

Secretary/Treasurer

Walter Qualls

Past President

Hon. Douglas Hartfield

Council Members

Katherine Lee

Hon. Byron Ryder

Hon. Keith Schroeder

Hon. Joe Fauth, III

Hon. Justin Beckendorf

Sheriff Gerald Yezak

Linda Richardson

Staff

Candilyn McLean,
Administrator

Zeb Heckmann,
Accountant

"Regional Partners offering knowledge and resources for rural betterment."



3b

Magnolia Funeral Home, Inc.

**811 S. Magnolia
Magnolia, TX 77355**

281-356-3363

INVOICE

November 23, 2022

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

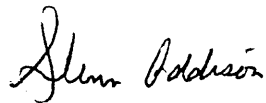
Regarding: Removal from location of death in the city of Hempstead, Waller County, the body of _____ on November 18, 2022, to Harris County Institute of Forensic Science in Houston, Texas for autopsy. **THIS DECEDENT WAS SO LARGE THAT THE HEMPSTEAD FIRE DEPT HAD TO ASSIST IN GETTING HIM OUT OF THE HOUSE AND INTO THE TRANSPORT VEHICLE.** The excessive size (significantly over 500 pounds) is why this invoice is abnormally high.

TOTAL DUE: \$1,795.00

Registration # 100393
Joan Sargent Waller Co. Treasurer
Deputy QR Date 11/29/22

Please remit to the address shown above.

Cordially,



Glenn Addison, owner

NOV 29 2022 11:49 AUDITOR



Commissioner's Court Date: 12-07-22

It is ORDERED by this Court motion by Commissioner Beckendorff, duly seconded by Commissioner Jones that the following Accounts Payable be and the same are hereby **APPROVED** with warrants to be issued accordingly, with all members present voting in favor and 0 members present voting opposed.

Attest:

Debbie Hollan
Debbie Hollan, County Clerk

Date: DEC 07 2022

Approved:

Alan Younts
Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
Carbett "Trey" J. Duhon
County Judge



Waller County, TX

4 Check Register

Packet: APPKT05276 - COMM CRT 12/07/2022

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
12665	AT & T U-VERSE	12/07/2022	Regular	0.00	80.00	1139729
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
111722	Invoice	11/17/2022	125/100390/ACCT#144956977/506TH/DS	0.00	80.00	
125-411-542501	Telephone/Equip & Svc		125/100390/ACCT#14495		80.00	
17714	APPRAISAL & COLLECTION TECHNOI	12/07/2022	Regular	0.00	349.00	1139730
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
2022-302	Invoice	11/11/2022	125/100162/TRUTH IN TAXATION SOFTW	0.00	349.00	
125-438-563000	Training & Conference Ex		125/100162/TRUTH IN TA		349.00	
10919	ASCO EQUIPMENT	12/07/2022	Regular	0.00	123.05	1139731
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
PSO365213-1	Invoice	11/15/2022	110/100352/CUST#BP0032649/R&B/PO 3	0.00	123.05	
110-530-568455	Fleet Operations		110/100352/CUST#BP003		123.05	
17661	ATRON SOLUTIONS, LLC	12/07/2022	Regular	0.00	12,386.90	1139732
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
29700	Invoice	11/15/2022	119/125/CUST#2481/JP#2&3/COMM CNT	0.00	12,386.90	
119-429-581817	Technology Enhancement		119/125/CUST#2481/JP#2		1,614.84	
125-411-542501	Telephone/Equip & Svc		119/125/CUST#2481/JP#2		10,772.06	
10489	BUCKEYE CLEANING CENTER	12/07/2022	Regular	0.00	918.90	1139733
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
90459093	Invoice	11/14/2022	125/100335/CUST#30699/SO/PO 33148	0.00	918.90	
125-505-564300	Disinfectant and Soap		125/100335/CUST#30699/		918.90	
01779	C & G WHOLESALE	12/07/2022	Regular	0.00	3,225.28	1139734
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
21287	Invoice	11/16/2022	125/100408/CUST#W79334/SO/PO 3320	0.00	257.86	
125-505-563900	Uniforms		125/100408/CUST#W7933		257.86	
21288	Invoice	11/16/2022	125/100407/CUST#W79334/SO/PO 3320	0.00	644.36	
125-516-563900	Uniforms		125/100407/CUST#W7933		644.36	
21289	Invoice	11/16/2022	125/100406/CUST#W79334/SO/PO 3320	0.00	359.91	
125-516-563900	Uniforms		125/100406/CUST#W7933		359.91	
21290	Invoice	11/16/2022	125/100405/CUST#W79334/SO/PO 3320	0.00	359.91	
125-516-563900	Uniforms		125/100405/CUST#W7933		359.91	
21291	Invoice	11/16/2022	125/100404/CUST#W79334/SO/PO 3320	0.00	699.00	
125-516-563900	Uniforms		125/100404/CUST#W7933		699.00	
21298	Invoice	11/18/2022	125/00403/CUST#W79334/SO/PO 33206	0.00	19.00	
125-505-563900	Uniforms		125/00403/CUST#W79334		19.00	
21299	Invoice	11/16/2022	125/100402/CUST#W79334/SO/PO 3320	0.00	89.98	
125-516-563900	Uniforms		125/100402/CUST#W7933		89.98	
21305	Invoice	11/22/2022	125/100409/CUST#W79334/SO/PO 3320	0.00	106.98	
125-516-563900	Uniforms		125/100409/CUST#W7933		106.98	
21306	Invoice	11/22/2022	125/100411/CUST#W79334/SO/PO 3319	0.00	588.30	

Check Register

Packet: APPKT05276-COMM CRT 12/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>125-516-563900</u>	Uniforms		125/100411/CUST#W7933	588.30		
<u>21307</u>	Invoice	11/22/2022	125/100410/CUST#W79334/SO/PO 3319	0.00	99.98	
<u>125-516-563900</u>	Uniforms		125/100410/CUST#W7933	99.98		
16638	CANON FINANCIAL SERVICES. INC	12/07/2022	Regular	0.00	418.00	1139735
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>29491590</u>	Invoice	11/12/2022	125/100395/CONTRACT#DIR-TSO-3101/C	0.00	418.00	
<u>125-403-581813</u>	Copier/Printer		125/100395/CONTRACT#D		418.00	
19236	CIVILTECH ENGINEERING, INC	12/07/2022	Regular	0.00	6,228.00	1139736
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>PTIN000250</u>	Invoice	11/10/2022	110/100128/ACCT#ARCA0013847/R&B	0.00	6,228.00	
<u>110-530-545800</u>	Prof Consult/Flood Plain		110/100128/ACCT#ARCA0		6,228.00	
01737	CLEVELAND ASPHALT PRODUCTS CC	12/07/2022	Regular	0.00	46,210.69	1139737
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>26402</u>	Invoice	10/24/2022	110/99747/INV#26402/R&B/PO 33037	0.00	18,407.07	
<u>110-530-587505</u>	Road Materials		110/99747/INV#26402/R&		18,407.07	
<u>26421</u>	Invoice	10/27/2022	110/99865/INV#26421/R&B/PO 33035	0.00	13,906.24	
<u>110-530-587505</u>	Road Materials		110/99865/INV#26421/R&		13,906.24	
<u>26422</u>	Invoice	10/27/2022	110/99864/INV#26422/R&B/PO 33036	0.00	13,897.38	
<u>110-530-587505</u>	Road Materials		110/99864/INV#26422/R&		13,897.38	
01110	CONSOLIDATED COMMUNICATIONS	12/07/2022	Regular	0.00	205.39	1139738
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>112222</u>	Invoice	11/22/2022	125/100392/ACCT#281-391-2009/LIB/11.	0.00	147.74	
<u>125-411-542501</u>	Telephone/Equip & Svc		125/100392/ACCT#281-39		147.74	
<u>112222-1</u>	Invoice	11/22/2022	125/100391/ACCT#281-391-5565/LIB/11.	0.00	57.65	
<u>125-411-542501</u>	Telephone/Equip & Svc		125/100391/ACCT#281-39		57.65	
00484	DELL	12/07/2022	Regular	0.00	13,474.71	1139739
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>10622549504</u>	Invoice	10/17/2022	110/99502/CUST#2432847/R&B/PO 3306	0.00	10,881.23	
<u>110-524-581800</u>	Furniture & Equipment		110/99502/CUST#243284		10,881.23	
<u>10628277627</u>	Invoice	11/10/2022	125/100165/CUST#2432847/JP#2/PO 331	0.00	2,593.48	
<u>125-419-581817</u>	Technology Enhancement		125/100165/CUST#24328		2,593.48	
17892	DIRECTV, LLC	12/07/2022	Regular	0.00	149.98	1139740
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>057401048X2211</u>	Invoice	11/15/2022	125/100364/ACCT#057401048/SO/PO 33	0.00	149.98	
<u>125-516-568400</u>	Miscellaneous		125/100364/ACCT#05740		149.98	
17250	DOGGETT HEAVY MACHINERY SERV	12/07/2022	Regular	0.00	296,500.00	1139741
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>X90899</u>	Invoice	11/15/2022	602/100226/ACCT#WALLE001/R&B	0.00	296,500.00	
<u>602-602-581100</u>	Construction Equipment		602/100226/ACCT#WALLE		296,500.00	
10718	DUHON, TREY	12/07/2022	Regular	0.00	572.34	1139742

Check Register

Packet: APPKT05276-COMM CRT 12/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>112122</u>	Invoice	11/21/2022	125/100327/REIM FALL JUDICIAL SESSION	0.00	572.34	
<u>125-440-563000</u>		Training & Conference Ex		125/100327/REIM FALL JU	572.34	
17794	ED'S FIREARMS, INC.	12/07/2022	Regular	0.00	615.70	1139743
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>111822</u>	Invoice	11/18/2022	125/100341/AMMO/SO/PO 33165	0.00	615.70	
<u>125-516-581700</u>		Equipment		125/100341/AMMO/SO/P	615.70	
14897	ENTERPRISE HOLDINGS	12/07/2022	Regular	0.00	326.77	1139744
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5500-5322-1907</u>	Invoice	10/25/2022	125/100166/ACCT#TXC2370/EA/PO 3293	0.00	326.77	
<u>125-434-581826</u>		Truck Rental Equipment		125/100166/ACCT#TXC23	326.77	
01341	FORESTRY SUPPLIERS, INC	12/07/2022	Regular	0.00	739.55	1139745
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>306657-00</u>	Invoice	10/17/2022	110/99612/CUST#506732/R&B/PO 33163	0.00	739.55	
<u>110-530-547522</u>		Health, Safety & Hazard		110/99612/CUST#506732/	739.55	
17682	HARRIS COUNTY ACCOUNTS	12/07/2022	Regular	0.00	30.00	1139746
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>109251</u>	Invoice	11/01/2022	125/99837/CUST#0000003390/FM/PO 33	0.00	30.00	
<u>125-509-581816</u>		Air Card/Wireless/Softwa		125/99837/CUST#000000	30.00	
17745	HARRIS COUNTY ACCOUNTS RECEIV	12/07/2022	Regular	0.00	3,652.00	1139747
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0000010788</u>	Invoice	11/16/2022	125/100277/CUST#0000003180/CC 11.30	0.00	3,652.00	
<u>125-423-540702</u>		Autopsy		125/100277/CUST#000000	3,652.00	
17745	HARRIS COUNTY ACCOUNTS RECEIV	12/07/2022	Regular	0.00	7,118.00	1139748
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0000010639</u>	Invoice	10/31/2022	125/100278/CUST#0000003180/CC 11.30	0.00	7,118.00	
<u>125-422-541600</u>		Pro Rata Share Court Exp		125/100278/CUST#000000	7,118.00	
11062	HEFLIN, STEVEN	12/07/2022	Regular	0.00	356.00	1139749
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>HWW2015352</u>	Invoice	09/21/2022	125/100330/INV#HWW2015352/BUILD	0.00	356.00	
<u>125-442-544700</u>		Repair & Replacement		125/100330/INV#HWW20	356.00	
03897	HOMETOWN HARDWARE	12/07/2022	Regular	0.00	688.45	1139750
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>151073/2</u>	Invoice	11/10/2022	125/100087/CUST#204/SO/PO 33134	0.00	27.99	
<u>125-505-544920</u>		Building Maintenance/Jail		125/100087/CUST#204/S	27.99	
<u>151119/2</u>	Invoice	11/14/2022	125/100158/CUST#149/BUILD MAINT/PO	0.00	27.98	
<u>125-442-544700</u>		Repair & Replacement		125/100158/CUST#149/B	27.98	
<u>151191/2</u>	Invoice	11/16/2022	125/100219/CUST#149/BUILD MAITN/PO	0.00	17.57	
<u>125-442-544700</u>		Repair & Replacement		125/100219/CUST#149/B	17.57	
<u>151194/2</u>	Invoice	11/16/2022	125/100218/CUST#149/BUILD MAINT/PO	0.00	48.97	
<u>125-442-544700</u>		Repair & Replacement		125/100218/CUST#149/B	48.97	
<u>151205/2</u>	Invoice	11/17/2022	125/100197/CUST#149/BUILD MAINT/PO	0.00	75.48	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>125-442-544700</u>		Repair & Replacement	125/100197/CUST#149/B		75.48	
<u>151273/2</u>	Invoice	11/21/2022	125/100312/CUST#149/BUILD MAINT/PO	0.00	84.91	
<u>125-442-544700</u>		Repair & Replacement	125/100312/CUST#149/B		84.91	
<u>151275/2</u>	Invoice	11/21/2022	125/100319/CUST#149/BUILD MAINT/PO	0.00	99.99	
<u>125-442-544700</u>		Repair & Replacement	125/100319/CUST#149/B		99.99	
<u>151282/2</u>	Invoice	11/21/2022	125/100324/CUST#149/BUILD MAINT/PO	0.00	7.77	
<u>125-442-544700</u>		Repair & Replacement	125/100324/CUST#149/B		7.77	
<u>151296/2</u>	Invoice	11/22/2022	125/100348/CUST#204/SO/PO 33228	0.00	97.89	
<u>125-505-544920</u>		Building Maintenance/Jail	125/100348/CUST#204/S		97.89	
<u>255070/1</u>	Invoice	11/23/2022	125/100353/CUST#204/SO/PO 33227	0.00	199.90	
<u>125-505-544920</u>		Building Maintenance/Jail	125/100353/CUST#204/S		199.90	
14724	HOUSTON COPIER CONNECTION	12/07/2022	Regular	0.00	55.00	1139751
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>6946</u>	Invoice	11/18/2022	125/100307/INV#6946/CONST PCT#3/PO	0.00	55.00	
<u>125-513-581700</u>		Equipment	125/100307/INV#6946/CO		55.00	
T.10114	INDOFF INC.	12/07/2022	Regular	0.00	657.37	1139752
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>3609824</u>	Invoice	11/09/2022	125/100099/CUST#133865/JP#2/PO 3318	0.00	445.65	
<u>125-419-530200</u>		Supplies and Stationary	125/100099/CUST#13386		445.65	
<u>3612031</u>	Invoice	11/18/2022	125/100372/CUST#133865/TREASURER/P	0.00	211.72	
<u>125-436-581800</u>		Furniture & Equipment	125/100372/CUST#13386		211.72	
04159	INDUSTRIAL SCALE CO., INC.	12/07/2022	Regular	0.00	967.48	1139753
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>16141</u>	Invoice	11/18/2022	125/100389/90 DAY CALIBRATION/WORK	0.00	967.48	
<u>125-411-545001</u>		Maintenance Contracts	125/100389/90 DAY CALIB		967.48	
14674	JK GRAPHICS	12/07/2022	Regular	0.00	530.00	1139754
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5 5159</u>	Invoice	11/22/2022	125/100349/INV#5 5159/506TH/PO 3318	0.00	275.00	
<u>125-408-530200</u>		Supplies and Stationary	125/100349/INV#5 5159/		275.00	
<u>5 5160</u>	Invoice	11/22/2022	125/100361/INV#5 5160/JP#2/PO 33189	0.00	255.00	
<u>125-419-530200</u>		Supplies and Stationary	125/100361/INV#5 5160/J		255.00	
02271	JOHNSTONE SUPPLY	12/07/2022	Regular	0.00	190.14	1139755
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>54458015.001</u>	Invoice	11/03/2022	125/100115/CUST#40110/BUILD MAINT/	0.00	190.14	
<u>125-442-544700</u>		Repair & Replacement	125/100115/CUST#40110/		190.14	
T.14868	JONES, CINDY	12/07/2022	Regular	0.00	20.45	1139756
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>112322</u>	Invoice	11/23/2022	125/100356/REIMBURSEMENT COFFEE S	0.00	20.45	
<u>125-401-560800</u>		Equipment & Supplies	125/100356/REIMBURSE		20.45	
13195	KARSTADT, WAYNE	12/07/2022	Regular	0.00	203.75	1139757
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>112322</u>	Invoice	11/23/2022	125/100383/REGION 6 FORUM REIMB MI	0.00	203.75	
<u>110-524-563000</u>		Training & Conference Ex	125/100383/REGION 6 FO		203.75	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
17704	KIT W. HARRISON, PH.D. & ASSOCIA	12/07/2022	Regular	0.00	7,940.00	1139758
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
112222	Invoice	11/22/2022	125/100370/CAUSE#19-11-17101/506TH	0.00	7,940.00	
125-422-567105		Expert Witness		125/100370/CAUSE#19-11	7,940.00	
17852	KYLE OFFICE PRODUCTS	12/07/2022	Regular	0.00	547.55	1139759
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
201-7335	Invoice	11/21/2022	125/100355/INV#201-7335/ENVIRONME	0.00	272.55	
125-443-581813		Copier/Printer		125/100355/INV#201-733	272.55	
32830220	Invoice	11/14/2022	115/100394/AGREEMENT#003-1815894-	0.00	275.00	
115-426-545512		Records Preservation		115/100394/AGREEMENT	275.00	
13221	LJA ENGINEERING, INC.	12/07/2022	Regular	0.00	100.00	1139760
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
202230019	Invoice	11/09/2022	110/100387/PROJECT#0309-0702/MONT	0.00	100.00	
110-524-544900		Service Contracts/Repairs		110/100387/PROJECT#030	100.00	
T.10794	MARTIN, WESLEY D.	12/07/2022	Regular	0.00	28.09	1139761
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
112022	Invoice	11/20/2022	125/100340/PARTS FOR COUNTY BOAT	0.00	28.09	
125-518-536400		Parts and Repairs		125/100340/PARTS FOR C	28.09	
T.15365	MT ZION CHRISTIAN METHODIST EI	12/07/2022	Regular	0.00	100.00	1139762
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110922	Invoice	11/09/2022	125/100331/CLEANING POLL PLACE 11/0	0.00	100.00	
125-434-532000		Election Expense - County		125/100331/CLEANING PO	100.00	
01695	NAPA AUTO PARTS	12/07/2022	Regular	0.00	53.59	1139763
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
943128	Invoice	11/15/2022	110/100325/CUST#278/R&B/PO 33157	0.00	53.59	
110-530-568455		Fleet Operations		110/100325/CUST#278/R	53.59	
18826	ODP BUSINESS SOLUTIONS, LLC	12/07/2022	Regular	0.00	1,324.52	1139764
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
25950900001	Invoice	11/08/2022	125/100345/ACCT#30113665/CCAL/PO 3	0.00	16.30	
125-412-530200		Supplies and Stationary		125/100345/ACCT#30113	16.30	
274930078001	Invoice	11/04/2022	125/100239/ACCT#30113665/P#4/PO 33	0.00	242.99	
125-421-581800		Furniture & Equipment		125/100239/ACCT#30113	242.99	
275747622001	Invoice	11/08/2022	125/100240/ACCT#30113665/IP#3/PO 33	0.00	633.93	
125-420-530200		Supplies and Stationary		125/100240/ACCT#30113	633.93	
275903222001	Invoice	11/08/2022	125/100241/ACCT#30113665/CCAL/PO 3	0.00	196.44	
125-412-530200		Supplies and Stationary		125/100241/ACCT#30113	196.44	
276449622001	Invoice	11/07/2022	125/100243/ACCT#30113665/CO JUDGE/	0.00	56.69	
125-440-530200		Supplies and Stationary		125/100243/ACCT#30113	56.69	
276450996001	Invoice	11/05/2022	125/100199/ACCT#30113665/CO JUDGE/	0.00	13.08	
125-440-530200		Supplies and Stationary		125/100199/ACCT#30113	13.08	
277594896001	Invoice	11/11/2022	125/100344/ACCT#30113665/DIST CLERK	0.00	48.20	
125-417-530200		Supplies and Stationary		125/100344/ACCT#30113	48.20	
277873534001	Invoice	11/10/2022	125/100343/ACCT#30113665/DIST CLERK	0.00	116.89	
125-417-530200		Supplies and Stationary		125/100343/ACCT#30113	116.89	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00928	O'REILLY AUTO PARTS	12/07/2022	Regular	0.00	16.99	1139765
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0603-454507</u>	Invoice	11/17/2022	110/100350/ACCT#1804716/R&B/PO 331	0.00	16.99	
<u>110-530-568455</u>		Fleet Operations	110/100350/ACCT#18047		16.99	
T.9966	PERDUE, BRANDON, FIELDER, COLLI	12/07/2022	Regular	0.00	978.54	1139766
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>IVC00069459</u>	Invoice	11/22/2022	125/100328/ATTY FINES AND FEES/JP#4/	0.00	978.54	
<u>125-210-112974</u>		CAF/JP4	125/100328/ATTY FINES A		978.54	
17802	PINEDA, MOISES	12/07/2022	Regular	0.00	143.75	1139767
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>OCTOBER 2022</u>	Invoice	10/31/2022	125/99798/MILEAGE REIMB/JUV PROB/O	0.00	143.75	
<u>125-506-545310</u>		Staff Training	125/99798/MILEAGE REIM		143.75	
05897	PINNACLE MEDICAL MANAGEMENT	12/07/2022	Regular	0.00	210.00	1139768
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>98413</u>	Invoice	11/16/2022	110/100368/ACCT#501-WALLER-01/R&B/	0.00	150.00	
<u>110-530-547522</u>		Health, Safety & Hazard	110/100368/ACCT#501-W		150.00	
<u>98455</u>	Invoice	11/16/2022	110/100369/ACCT#7399/R&B/PO 32869	0.00	60.00	
<u>110-530-547522</u>		Health, Safety & Hazard	110/100369/ACCT#7399/R		60.00	
10568	PIRKLE, MARTHA E.	12/07/2022	Regular	0.00	311.74	1139769
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>112322</u>	Invoice	11/23/2022	125/100357/REIM NITRO SOFTWARE/DC	0.00	311.74	
<u>125-417-530200</u>		Supplies and Stationary	125/100357/REIM NITRO		311.74	
05900	PITNEY BOWES, INC.	12/07/2022	Regular	0.00	614.09	1139770
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1021900509</u>	Invoice	11/09/2022	125/100332/ACCT#0012748988/TAX/PO	0.00	614.09	
<u>125-438-530200</u>		Supplies and Stationary	125/100332/ACCT#00127		614.09	
17649	QUADIENT FINANCE USA INC.	12/07/2022	Regular	0.00	110.74	1139771
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>112022</u>	Invoice	11/20/2022	125/100373/ACCT#7900 0440 8065 5461	0.00	110.74	
<u>125-419-531400</u>		Postage	125/100373/ACCT#7900 0		110.74	
06120	QUILL CORPORATION	12/07/2022	Regular	0.00	737.10	1139772
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>28987672</u>	Invoice	11/14/2022	125/100400/ACCT#6339342/SO/PO 3320	0.00	152.67	
<u>125-505-530200</u>		Supplies and Stationary	125/100400/ACCT#63393		152.67	
<u>29018671</u>	Invoice	11/15/2022	125/100398/ACCT#6339342/SO/PO 3321	0.00	419.93	
<u>125-516-530200</u>		Supplies and Stationary	125/100398/ACCT#63393		419.93	
<u>29018739</u>	Invoice	11/15/2022	125/100399/ACCT#6339342/SO/PO 3321	0.00	105.06	
<u>125-505-530200</u>		Supplies and Stationary	125/100399/ACCT#63393		105.06	
<u>29082730</u>	Invoice	11/17/2022	125/100397/ACCT#6339342/SO/PO 3321	0.00	59.44	
<u>125-505-530200</u>		Supplies and Stationary	125/100397/ACCT#63393		59.44	
02055	RECOVERY MONITORING	12/07/2022	Regular	0.00	420.00	1139773

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
9757421	Invoice	11/01/2022	125/100360/ACCT#2079457818/506TH A	0.00	210.00	
125-422-567112	Drug Patch		125/100360/ACCT#20794		210.00	
9757477	Invoice	11/01/2022	125/100358/ACCT#2079456542/506TH A	0.00	140.00	
125-422-567112	Drug Patch		125/100358/ACCT#20794		140.00	
9757479	Invoice	11/01/2022	125/100359/ACCT#2079456751/506TH A	0.00	70.00	
125-422-567112	Drug Patch		125/100359/ACCT#20794		70.00	
14381	RICOH USA, INC.	12/07/2022	Regular	0.00	130.12	1139774
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
106706175	Invoice	11/17/2022	125/100365/ACCT#1432394-3662630/M/	0.00	130.12	
125-509-581813	Copier/Printer		125/100365/ACCT#14323		130.12	
06600	SAN BERNARD ELECTRIC CO-OP	12/07/2022	Regular	0.00	304.82	1139775
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
111922	Invoice	11/19/2022	125/100346/ACCT#4301400/COMM CEN	0.00	304.82	
125-411-542600	Utilities		125/100346/ACCT#43014		304.82	
06680	SCHMIDT FUNERAL HOME	12/07/2022	Regular	0.00	1,100.00	1139776
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
110722	Invoice	11/07/2022	125/100013/TRANSPORT TO HCME/CC 11	0.00	1,100.00	
125-423-540705	Transport To Morgue		125/100013/TRANSPORT T		1,100.00	
13075	STAPLES	12/07/2022	Regular	0.00	111.36	1139777
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3170192211	Invoice	11/08/2022	125/100316/ACCT#6011 1000 4128 369/	0.00	111.36	
125-408-530200	Supplies and Stationary		125/100316/ACCT#6011 1		111.36	
T.15262	STEVENSON ENTERPRISES	12/07/2022	Regular	0.00	411.96	1139778
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
11968	Invoice	11/14/2022	125/100276/INV#11968/BUILD MAINT/P	0.00	411.96	
125-442-544700	Repair & Replacement		125/100276/INV#11968/B		411.96	
T.8593	TEEX	12/07/2022	Regular	0.00	700.00	1139779
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
33149	Invoice	11/10/2022	125/100334/CUST#WAL1304/SO/PO 331	0.00	250.00	
125-517-563000	Training & Conference Ex		125/100334/CUST#WAL13		250.00	
JH7291147	Invoice	11/09/2022	125/100333/CUST#WAL1304/SO/PO 331	0.00	450.00	
125-505-563000	Training & Conference Ex		125/100333/CUST#WAL13		450.00	
18352	TRINITY SERVICES GROUP INC.	12/07/2022	Regular	0.00	12,998.05	1139780
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3033500075	Invoice	11/11/2022	125/100339/CUST#F303350000/INMATE	0.00	4,359.20	
125-505-563800	Groceries		125/100339/CUST#F30335		4,359.20	
3033500076	Invoice	11/18/2022	125/100338/CUST#F303350000/INMATE	0.00	4,275.92	
125-505-563800	Groceries		125/100338/CUST#F30335		4,275.92	
3033500077	Invoice	11/18/2022	125/100337/CUST#F303350000/SO/PO33	0.00	336.66	
125-505-564300	Disinfectant and Soap		125/100337/CUST#F30335		336.66	
3033500078	Invoice	11/25/2022	125/100401/CUST#F303350000/INMATE	0.00	4,026.27	
125-505-563800	Groceries		125/100401/CUST#F30335		4,026.27	

Check Register

Packet: APPKT05276-COMM CRT 12/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02212	TYLER TECHNOLOGIES, INC *	12/07/2022	Regular	0.00	1,477.47	1139781
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>025-401396</u>	Invoice	11/18/2022	115/100311/CUST#41430/CONNECTIVITY	0.00	1,477.47	
<u>115-120-036000</u>		Prepaid Items	115/100311/CUST#41430/		1,477.47	
14365	UTILITY TRAILER SALES SOUTHEAST	12/07/2022	Regular	0.00	476.58	1139782
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>854676H</u>	Invoice	11/16/2022	110/100351/ACCT#62042/R&B/PO 33159	0.00	476.58	
<u>110-530-568455</u>		Fleet Operations	110/100351/ACCT#62042/		476.58	
17910	VERITRACE, INC	12/07/2022	Regular	0.00	863.25	1139783
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>005484</u>	Invoice	11/21/2022	125/100329/CUST#TXWALL/CO CLERK/P	0.00	863.25	
<u>125-403-530200</u>		Supplies and Stationary	125/100329/CUST#TXWAL		863.25	
17789	VICTORY SUPPLY, LLC	12/07/2022	Regular	0.00	399.20	1139784
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0074202</u>	Invoice	11/18/2022	125/100362/CUST#WALLER COUNTY JAIL(	0.00	399.20	
<u>125-505-568400</u>		Miscellaneous	125/100362/CUST#WALLE		399.20	
16999	VOYAGER FLEET SYSTEMS, INC.	12/07/2022	Regular	0.00	39,965.97	1139785
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>8694246892248</u>	Invoice	11/24/2022	125/100396/ACCT#869424689/SO/PO 33	0.00	39,965.97	
<u>125-516-533000</u>		Fuel and Oil	125/100396/ACCT#86942		39,965.97	
19444	WALLER COUNTY FEED	12/07/2022	Regular	0.00	89.98	1139786
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>7112/A</u>	Invoice	11/21/2022	125/100363/CUST#12211/SO/PO 33188	0.00	89.98	
<u>125-516-530204</u>		K9 Dog Supplies	125/100363/CUST#12211/		89.98	
14982	WILLKE, SHAWNA	12/07/2022	Regular	0.00	25.00	1139787
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>112822</u>	Invoice	11/28/2022	125/100378/INVESTIGATOR STATE EXAM	0.00	25.00	
<u>125-509-563000</u>		Training & Conference Ex	125/100378/INVESTIGATO		25.00	
08900	XEROX CORPORATION	12/07/2022	Regular	0.00	277.31	1139788
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>017470714</u>	Invoice	11/01/2022	125/100354/CUST#725759807/ENV/PO 3	0.00	180.86	
<u>125-443-581813</u>		Copier/Printer	125/100354/CUST#72575		180.86	
<u>017577826</u>	Invoice	11/04/2022	125/100336/CUST#725720353/SO JAIL/P	0.00	96.45	
<u>125-505-581813</u>		Copier/Printer	125/100336/CUST#72572		96.45	
15772	XEROX FINANCIAL SERVICES	12/07/2022	Regular	0.00	872.13	1139789

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
3612291	Invoice	11/11/2022	110/100384/CONTRACT#010-0100353-00	0.00	872.13	
110-524-581813	Copier/Printer		110/100384/CONTRACT#0		872.13	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	61	0.00	470,832.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	104	61	0.00	470,832.80

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	12/2022	470,832.80
			470,832.80



Waller County, TX

Check Register

Packet: APPKT05278 - ADDITIONAL CHECK COMM CRT
12/07/2022

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
19417	ALL COAST INSPECTIONS, LLC	12/07/2022	Regular	0.00	2,362.00	1139791
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>101822LW</u>	Invoice	10/18/2022	604/99687/INSPECTION	10.24.2022	0.00	2,362.00
<u>604-604-581837</u>		Swing Space		604/99687/INSPECTION 1		2,362.00

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,362.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	2,362.00

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	12/2022	2,362.00
			2,362.00



Waller County, TX

5 Detail Register

Payroll Summary

Packet: PYPKT02797 - 12/09/22 LONGEVITY PAY
Payroll Set: 01 - Waller County, TX

Pay Period: 01/01/2022 - 12/31/2022

Total Direct Deposits: 89,952.24
Total Check Amounts: 762.01

Males Paid: 103
Females Paid: 97
Total Employees: 200

EARNINGS

Pay Code	Units	Pay Amount
Longevity	0.00	115,422.00
Total:	0.00	115,422.00

TAXES

Code	Subject To	Employee	Employer
Fed W/H	107,342.46	7,810.86	0.00
FICA	115,422.00	7,143.50	7,143.50
Medicare	115,422.00	1,673.85	1,673.85
Unemployment	91,226.00	0.00	218.84
Total:		16,628.21	9,036.19

DEDUCTIONS

Code	Subject To	Employee	Employer
Ret-GTL	115,422.00	0.00	404.05
Retirement	115,422.00	8,079.54	12,627.22
Total:		8,079.54	13,031.27

RECAP 01 - Waller County, TX

Earnings:	115,422.00	Benefits:	0.00	Deductions:	8,079.54	Taxes:	16,628.21	Net Pay:	90,714.25
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Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT05281 - PYPKT02797 - 12/09/22 LONGEVITY PAY

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 07551 - TEXAS ASSOCIATION OF COUNTIES										Vendor Total: 218.84
<u>INV0006892</u>	Invoice	12/9/2022	12/9/2022	12/31/2022	12/9/2022	218.84	0.00	0.00	0.00	218.84
Quarterly unemployment	APBNK - APBNK				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Quarterly unemployment	N/A		0.00	0.00	218.84	0.00	0.00	0.00	218.84	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
<u>999-200-112900</u>	Accounts Payable				218.84	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	218.84	0.00	0.00	0.00	218.84	0.00	218.84
Grand Total:		218.84	0.00	0.00	0.00	218.84	0.00	218.84

Account Summary

Account	Name	Amount
<u>999-200-112900</u>	Accounts Payable	218.84
	Total:	218.84



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 01555 - INTERNAL REVENUE SERVICE									Vendor Total:	25,445.56
INV0006889	Invoice	12/9/2022	12/9/2022	12/9/2022	12/9/2022	3,347.70	0.00	0.00	0.00	3,347.70
941 Medicare Withholdings	APBNK - APBNK				No	Payment Date: 12/9/2022		Bank Draft:		DFT0003551
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Medicare Withholdings	N/A		0.00	0.00	3,347.70	0.00	0.00	0.00	3,347.70	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-110100	FICA Payable				3,347.70	0%				
INV0006890	Invoice	12/9/2022	12/9/2022	12/9/2022	12/9/2022	14,287.00	0.00	0.00	0.00	14,287.00
941 Social Security Withhelds	APBNK - APBNK				No	Payment Date: 12/9/2022		Bank Draft:		DFT0003552
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Social Security Withhelds	N/A		0.00	0.00	14,287.00	0.00	0.00	0.00	14,287.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-110100	FICA Payable				14,287.00	0%				
INV0006891	Invoice	12/9/2022	12/9/2022	12/9/2022	12/9/2022	7,810.86	0.00	0.00	0.00	7,810.86
941 Federal Withholding	APBNK - APBNK				No	Payment Date: 12/9/2022		Bank Draft:		DFT0003553
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Federal Withholding	N/A		0.00	0.00	7,810.86	0.00	0.00	0.00	7,810.86	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-110200	FIT Payable				7,810.86	0%				
Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM									Vendor Total:	21,110.81
INV0006887	Invoice	12/9/2022	12/9/2022	12/31/2022	12/9/2022	404.05	0.00	0.00	0.00	404.05
Payroll Deduction/Contributions	APBNK - APBNK				No	Payment Date: 12/31/2022		Bank Draft:		DFT0003549
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction/Contributions	N/A		0.00	0.00	404.05	0.00	0.00	0.00	404.05	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-111401	Retirement TCDRS				404.05	0%				
INV0006888	Invoice	12/9/2022	12/9/2022	12/31/2022	12/9/2022	20,706.76	0.00	0.00	0.00	20,706.76
Payroll Deduction/Contributions	APBNK - APBNK				No	Payment Date: 12/31/2022		Bank Draft:		DFT0003550
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction/Contributions	N/A		0.00	0.00	20,706.76	0.00	0.00	0.00	20,706.76	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
999-203-111401	Retirement TCDRS				20,706.76	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	5	46,556.37	0.00	0.00	0.00	46,556.37	46,556.37	0.00
Grand Total:		46,556.37	0.00	0.00	0.00	46,556.37	46,556.37	0.00

Account Summary

Account	Name	Amount
<u>999-203-110100</u>	FICA Payable	17,634.70
<u>999-203-110200</u>	FIT Payable	7,810.86
<u>999-203-111401</u>	Retirement TCDRS	21,110.81
	Total:	46,556.37



Packet: PYPKT02798 - 12/08/22 Elections PR
Payroll Set: 01 - Waller County, TX

Pay Period: 10/24/2022 - 11/15/2022

Total Direct Deposits: 0.00
Total Check Amounts: 2,463.90

Males Paid: 6
Females Paid: 2
Total Employees: 8

EARNINGS

Pay Code	Units	Pay Amount
Elect-Worker	0.00	2,678.00
Total:	0.00	2,678.00

TAXES

Code
Fed W/H
FICA
Medicare

Subject To	Employee	Employer
2,678.00	9.23	0.00
2,678.00	166.04	166.04
2,678.00	38.83	38.83
Total:	214.10	204.87

RECAP 01 - Waller County, TX

Earnings:	2,678.00	Benefits:	0.00	Deductions:	0.00	Taxes:	214.10	Net Pay:	2,463.90
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Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT05279 - PYPKT02798 - 12/08/22 Elections PR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
Vendor: 01555 - INTERNAL REVENUE SERVICE									Vendor Total:	418.97
INV0006883	Invoice	12/8/2022	12/8/2022	12/8/2022	12/8/2022	77.66	0.00	0.00	0.00	77.66
941 Medicare Withholdings	APBNK - APBNK		No			Payment Date: 12/8/2022		Bank Draft:		DFT0003546
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Medicare Withholdings	N/A		0.00	0.00	77.66	0.00	0.00	0.00	77.66	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-110100	FICA Payable				77.66	0%				
INV0006884	Invoice	12/8/2022	12/8/2022	12/8/2022	12/8/2022	332.08	0.00	0.00	0.00	332.08
941 Social Security Withhelds	APBNK - APBNK		No			Payment Date: 12/8/2022		Bank Draft:		DFT0003547
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Social Security Withhelds	N/A		0.00	0.00	332.08	0.00	0.00	0.00	332.08	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-110100	FICA Payable				332.08	0%				
INV0006885	Invoice	12/8/2022	12/8/2022	12/8/2022	12/8/2022	9.23	0.00	0.00	0.00	9.23
941 Federal Withholding	APBNK - APBNK		No			Payment Date: 12/8/2022		Bank Draft:		DFT0003548
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
941 Federal Withholding	N/A		0.00	0.00	9.23	0.00	0.00	0.00	9.23	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
999-203-110200	FIT Payable				9.23	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	418.97	0.00	0.00	0.00	418.97	418.97	0.00
Grand Total:		418.97	0.00	0.00	0.00	418.97	418.97	0.00

Account Summary

Account	Name	Amount
<u>999-203-110100</u>	FICA Payable	409.74
<u>999-203-110200</u>	FIT Payable	9.23
	Total:	418.97

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN
WALLER COUNTY, TEXAS,
EXETER 29789 US 90, L.P., AND
AMERICAN WIRE GROUP, LLC

This Agreement is entered into by and between the County of Waller, Texas (“COUNTY”), duly acting herein by and through the County Judge, Exeter 29789 US 90, L.P. (“OWNER”) which is the owner of the taxable real property located within Waller County, Texas, at 29921 Medline Lane in Katy, Texas, in Waller County Clay Spec Reinvestment Zone 2, a Reinvestment Zone (“REINVESTMENT ZONE”), and American Wire Group, LLC (“TENANT”), lessee and owner of the taxable personal property, on this the 7th day of December, 2022.

RECITALS:

WHEREAS, on October 31, 2018 the County passed an Order, amended on February 27, 2019, establishing a Reinvestment Zone for commercial/industrial tax abatement (“ORDER”), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit “C”; and

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

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

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

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

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

COVENANTS AND AGREEMENTS:

1. The property that is the subject of this Agreement shall be referred to as the “Premises”, and the Premises are described in Exhibit “A,” which is attached hereto and incorporated herein.
2. OWNER shall make or cause to be made real and personal property improvements (the “Improvements”) at the Premises, and the Improvements shall be of the kind, number, and location specifically described in Exhibit “B,” which is attached hereto and incorporated herein. In addition, OWNER shall install or maintain at the Premises a taxable value of the Improvement types described on Exhibit “B” hereto for purposes of allowing OWNER to operate the Premises as required in Section 3.
 - a. OWNER shall ensure the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.
 - b. OWNER shall have additional reasonable time to complete the Improvements in the event of “force majeure,” if OWNER is diligently and faithfully pursuing completion of the Improvements. “Force majeure” shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

3. OWNER shall, by YEAR 1 of the Abatement Period referenced in Section 9.a., and until the expiration of this Agreement, continuously operate and maintain the Premises as a manufacturing and distribution facility. If OWNER operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.
4. OWNER shall file the Forms 50-116, 50-141, 50-142, and any other required documentation, to verify personal property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the term of this Agreement for so long as the law requires annual application. Failure to do so will result in the termination of this Agreement.
5. OWNER shall, in writing in a form reasonably acceptable to both OWNER and the County and, until the expiration or termination of this Agreement, annually certify compliance with this Agreement, including the Employee requirements set forth herein.
6. EMPLOYEES: For the duration of this Agreement, TENANT shall employ an agreed number of persons as set forth below.
 - a. By the end of YEAR 2 of the Abatement Period, and continuing through December 31 of the final year of the Abatement Period, at least fifteen (15) total Employees (as defined herein) must be employed at or based from the Premises. The parties agree and understand that the number of Employees within a certain class may increase or decrease and that OWNER follow the Employee requirements so long as fifteen (15) total Employees are employed during the term of this agreement, as described herein, regardless of the number of new Employees in each position.

- b. An Employee is a person who (i) is an employee or contract employee of TENANT and paid directly, or in the case of a contract employee, paid directly or indirectly, by TENANT, and (ii) regularly works at least 40 hours a week at or based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.
- c. To the greatest extent possible, and where there are qualified applicants living in Waller County, TENANT shall make a good faith effort to employ all such persons living in Waller County, Texas. If TENANT finds a resident of Waller County can be hired, but only after additional training, TENANT will contact the County to assist in obtaining applicable training grants, if available, to ensure that citizens of Waller County are given every opportunity for employment.
- d. TENANT, upon request by the County, shall validate compliance with the terms of this Section 6 by allowing the County to review TENANT records and documents on location at the Premises that are directly related to TENANT obligations with regards to the Employees for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 5; provided, however, such review must be done during normal business hours no more than once per calendar year, the County shall not be permitted to photocopy any documentation. TENANT may withhold any information it reasonably deems to be sensitive (subject to the requirements of any applicable statute), the County agrees it will make best efforts not to interrupt the TENANT business with such reviews, and TENANT shall not be required to disclose the names or other sensitive

personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific Employees.

7. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement Period and continuing each year thereafter, the Premises and any and all Improvements shall be appraised at market value effective January 1 of each tax year, including the value of any partially completed Improvements.
8. INVENTORY: Beginning with the YEAR 2 of the Abatement Period, and continuing during the term of the Agreement, TENANT shall maintain a minimum of \$10,000,000 rendered taxable inventory value at the Premises as a result of the Improvements listed in Exhibit "B." TENANT agrees to render the Personal Property for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. TENANT shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of TENANT tax documents to the County for the purpose of verifying rendered inventory values.
9. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes only for real and personal property Improvements for the Premises, which would otherwise be owed to the County shall be abated for a period of years, commencing January 1, 2023 and terminating December 31, 2026 ("Abatement Period").
 - a. Said Abatement Period shall be only for qualifying real and personal property Improvements, referenced in Exhibit "B", in an amount equal to the percentages listed below:

YEAR 1 (2023) - 100%
YEAR 2 (2024) - 100%
YEAR 3 (2025) - 65%
YEAR 4 (2026) - 50%

- b. The abatement percentages in Section 9(a) shall be applied only to the taxes assessed for each year during the Abatement Period on the value of the real and personal property Improvements only of the types shown on Exhibit "B."
- c. OWNER shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect OWNER's right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.
- d. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of OWNER's protest, the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded to the nearest whole number. For example, if the protest of the certified appraised value is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

- 10. OWNER shall be in default if any of the following occurs:
 - a. Improvements are not installed in accordance with this Agreement as described in Exhibit "B", except where force majeure is provided under Section 2(b);

- b. TENANT fails to employ the number of persons in accordance with this Agreement for any consecutive 90-day period, which would reduce the abatement by the same percentage as noted in Section 12;
 - c. OWNER fails to timely file annual renditions for the Premises and any and all Improvements or OWNER fails to file an annual application with the appraisal district for so long as the law requires such an application;
 - d. OWNER allows their ad valorem taxes owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;
 - e. OWNER operates the Premises in violation of public health and safety laws, or allows the Premises or any part thereof to become a public nuisance, as provided under the appropriate ordinances of Waller County, or the State of Texas;
 - f. Starting January 1, 2024, and through the duration of the Abatement Period, if TENANT fails to maintain a minimum \$10,000,000 rendered taxable value of inventory at the Premises as a result of the Improvements listed in Exhibit B, then TENANT shall not be entitled to the abatement of property taxes for the year in which the default occurs.
11. In the event OWNER or TENANT defaults as described in Section 10, the County shall give OWNER and TENANT written notice of such default. If OWNER and TENANT have not cured such default under Section 10 within sixty (60) days of said written notice or, if the nature of such default is such that sixty (60) days is not sufficient to affect such cure,

does not commence such cure within such sixty (60) days and diligently pursue it to completion, the County may take the actions permitted in Section 13.

12. In the event that TENANT fails to maintain the required minimum number of Employees at the Premises for any consecutive 90-day period, the tax abatement granted by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of Employees that is maintained in the 90-day period. For example, if the actual average number of Employees is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number reducing the abatement by 7%. Should TENANT not maintain the required number of employees, and OWNER reduces the taxable value of real property as a result of tax protest, then the greater of the two shall be applied to the reduction of the tax abatement.
13. In the event of default under Section 10(a) and Section 10(c-e), the County may (after notice and opportunity to cure as provided for herein) terminate this Agreement, and the County, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which OWNER or TENANT were in default under Section 10(a) and Section 10 (c-e) and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 11.

- a. In addition to any taxes due as a result of default hereunder, interest on any amounts subject to recapture or not current as of the time of default may be charged at the statutory rate of delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.
- b. Notwithstanding subsection (a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

MISCELLANEOUS:

- 14. The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.
- 15. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties. However, this Agreement cannot be assigned by OWNER or TENANT without the County's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, OWNER may assign this Agreement without written consent from the County if such assignment is to any entity that, directly or indirectly, is controlled by, or is in common control with OWNER; provided that OWNER shall provide notice of any such assignment to the County at least thirty (30) days prior to the effective date of such assignment. This Agreement does not inure to the benefit of any third-party, except permitted successors or assigns.
- 16. It is understood and agreed between the parties that OWNER and TENANT are acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for OWNER or TENANT's performance of this Agreement. OWNER and TENANT agree to defend, indemnify, and hold harmless the County,

including but not limited to the County's officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to OWNER and TENANT's performance of this Agreement or OWNER or TENANT's Premises or Improvements.

17. OWNER and TENANT agree that the County and its agents or employees shall have the reasonable right of access to the Premises to inspect the Improvements to ensure that the Improvements have been made and are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right to ensure that the Premises are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. The County agrees (i) to give OWNER and TENANT notice of its intent to inspect the Premises a reasonable amount of time prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) OWNER and TENANT shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. The County's inspections, if any, shall not constitute an acknowledgment or certification to OWNER, TENANT, or any third party, that OWNER or TENANT followed federal, state, or local laws or regulations.
18. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as

possible reflect the original terms of this Agreement. Any disputes regarding this agreement shall be litigated or mediated in Waller County, Texas.

19. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on December 7, 2022, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.
20. All amendments and additions to this Agreement and its Exhibits must be approved by OWNER, TENANT, and the Waller County Commissioners Court.
21. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
22. Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.
23. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.
24. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto has relied upon any fact or representation not expressly set forth herein. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.

25. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.
26. OWNER and TENANT shall endeavor to mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify OWNER and TENANT of the request.
27. OWNER and TENANT, as parties to this Agreement, shall be deemed proper and necessary parties in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and OWNER and TENANT shall be entitled to intervene in said litigation.
28. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
836 Austin Street, Suite 203
Hempstead, Texas 77445

For Exeter 29789 Highway 90 L.P.:

Attn: Thomas Meehan
Five Radnor Corporate Center
100 Matsonford Rd, Suite 250
Radnor, PA 19087

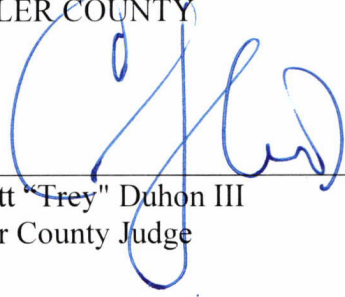
For American Wire Group LLC:

Attn: Michael Dorfman
2980 NE 207th Street., Ste. PH I
Miami, FL 33180

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

This Agreement is being executed on December 7, 2022

WALLER COUNTY



Carbett "Trey" Duhon III
Waller County Judge

DEC 07 2022

Date

ATTEST:



Debbie Hollan
Waller County Clerk

DEC 07 2022

Date

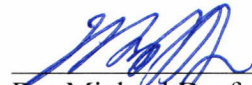


EXETER 29789 HIGHWAY 90 L.P.

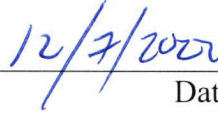
By: Thomas Meehan
Title: Vice President

Date

AMERICAN WIRE GROUP LLC



By: Michael Dorfman
Title: CEO



Date

Exh. A

METES AND BOUNDS DESCRIPTION 106.6258 ACRES LOCATED IN THE H. & T.C.R.R. COMPANY SURVEY, SECTION 103, A-169 WALLER COUNTY, TEXAS

Being a tract or parcel of land containing 106.6258 acres of land or 4,644,619 square feet, located in the H. & T.C.R.R. Company Survey, Section 103, Abstract 169, Waller County, Texas, said 106.6258 acre tract being all of a 36,501.7 acre tract (Tract 1), being all of a 1,763.3 acre tract (Tract 2), and being all of a 68,360.8 acre tract (Tract 3), all being of record in the name of One Hundred One Waller, Inc. in Volume 249, Page 650 in the Deed Records of Waller County, Texas (W.C.D.R.) said 106.6258 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System, South Central Zone (NAD83))

BEGINNING at a 5/8 inch iron rod found for the northwest corner of aforesaid Tract 3, being the northwest corner of a called 6.740 acre tract of record in the name of Pederson Road, Inc. in Volume 1032, Page 281, W.C.D.R. and being on the south Right-of-Way (R.O.W.) line of U.S. Highway 90, 50.00 feet wide, from which a 5/8 inch iron rod found for the northeast corner of said 6.740 acre tract and the southwest intersection of the south R.O.W. line of aforesaid U.S. Highway 90 and the west R.O.W. line of Pederson Road, bears North 88 degrees 43 minutes 46 seconds East, a distance of 911.66 feet.

THENCE, coincident the east line of both aforesaid Tract 3 and Tract 1, respectively, South 04 degrees 14 minutes 24 seconds West, at a distance of 1,873.41 feet pass a 5/8 inch iron rod found for the southeast corner of said Tract 3, being the northeast corner of said Tract 1, and continue for an overall distance of 2,976.72 feet to a 5/8 inch iron rod found for the southeast corner of both the herein described tract and said Tract 1, being the southwest corner of a called 10,931 acre tract of record in the name of Love's Travel Stops & Country Stores, Inc. in Volume 0706, Page 165, W.C.D.R. and being on the north R.O.W. line of Interstate Highway 10 (I.H. 10).

THENCE, coincident the north R.O.W. line of aforesaid I.H. 10 and the south line of both aforesaid Tract 1 and Tract 2, respectively, North 88 degrees 13 minutes 19 seconds West, a distance of 500.00 feet to a 1 inch iron pipe found for the northwest corner of said Tract 2.

THENCE, coincident the north R.O.W. line of aforesaid I.H. 10 and the south line of both aforesaid Tract 1 and Tract 2, respectively, South 88 degrees 13 minutes 19 seconds West, at a distance of 53,885 feet pass a 5/8 inch iron rod found for the southwest corner of said Tract 1, being the southeast corner of said Tract 2, and continue for an overall distance of 633.70 feet to a 1 1/2 inch iron pipe found for the southwest corner of both the herein described tract and said Tract 1 and being the southeast corner of that certain tract or land of record in the name of A. Isakson Family Partnership, L.P. in Volume 0968, Page 743, W.C.D.R.

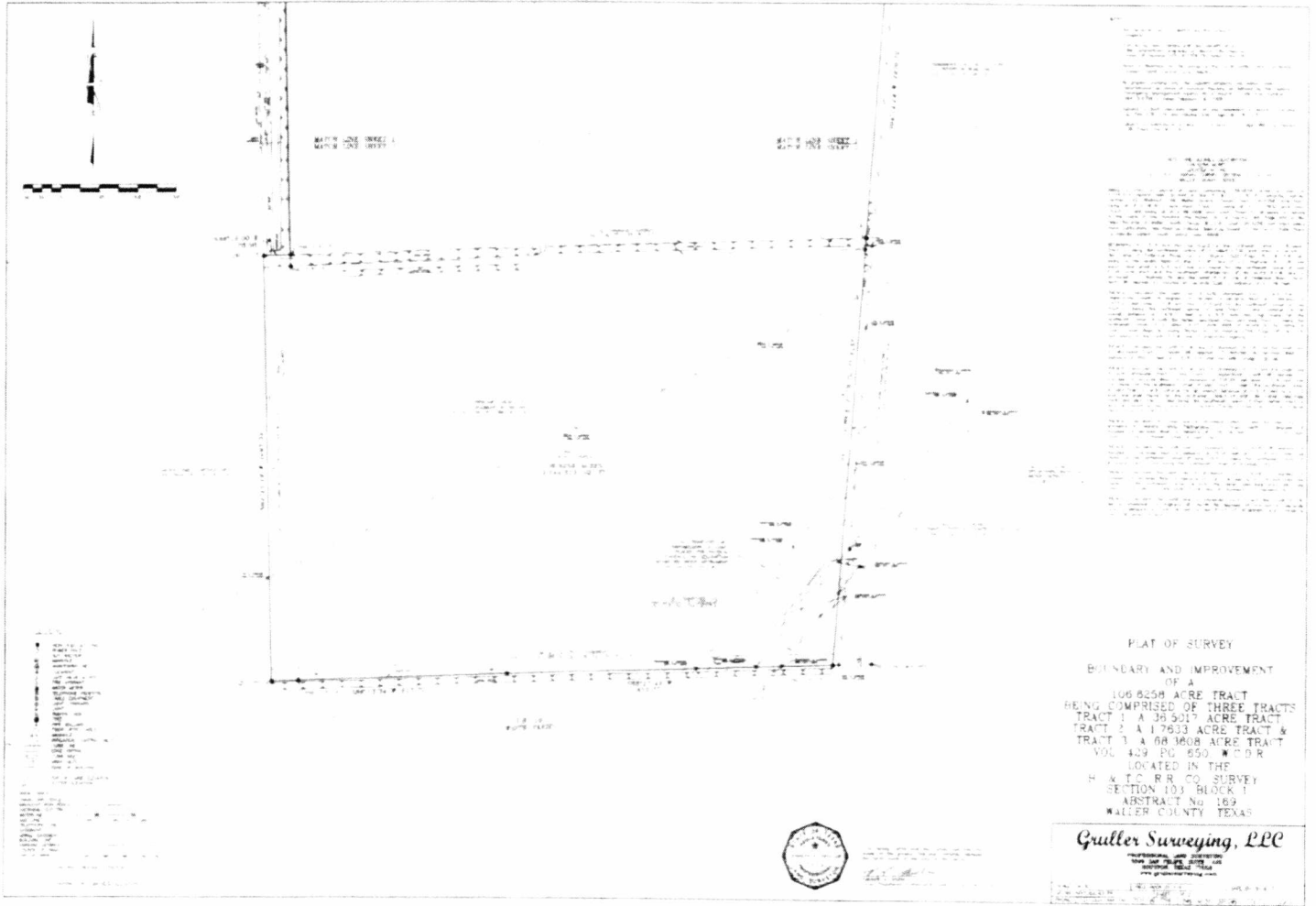
THENCE, coincident the west line of aforesaid Tract 2 and the existing of aforesaid A. Isakson Family Partnership, L.P. Tract, North 01 degree 13 minutes 19 seconds West, a distance of 1,097.34 feet to a 1 inch iron pipe found for the northwest corner of said Tract 2.

THENCE, coincident the north line of aforesaid Tract 2, North 88 degrees 16 minutes 00 seconds East, a distance of 70,000 feet to a 5/8 inch iron rod found for the northeast corner of said Tract 2, being the northwest corner of aforesaid Tract 2 and being the southwest corner of aforesaid Tract 1.

THENCE, coincident the west line of aforesaid Tract 1, North 01 degree 13 minutes 19 seconds West, a distance of 1,873.41 feet to a 5/8 inch iron rod found for the northwest corner of both the herein described tract and said Tract 1 and being on the south R.O.W. line of aforesaid U.S. Highway 90.

THENCE, coincident the north line of aforesaid Tract 3 and the south R.O.W. line of aforesaid U.S. Highway 90, South 88 degrees 44 minutes 43 seconds East, a distance of 1,681.08 feet to the **POINT OF BEGINNING** and containing 106.6258 acres of land.





PLAT OF SURVEY
BOUNDARY AND IMPROVEMENT
OF A
106.6258 ACRE TRACT
BEING COMPRISED OF THREE TRACTS
TRACT 1 A 36.9017 ACRE TRACT
TRACT 2 A 1.7633 ACRE TRACT &
TRACT 3 A 68.9608 ACRE TRACT
VOL. 429 PG. 650 W.C.O.R.
LOCATED IN THE
H & T.C. RR CO. SURVEY
SECTION 103 BLOCK 1
ABSTRACT No. 169
WALLER COUNTY TEXAS

Gruller Surveying, LLC



EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Real Property Improvements (does not include land):

“Real Property” real property improvements, as designated by the Waller County Appraisal District, are any buildings, including any buildings that are built on skids or portable buildings, parking areas, and any fences attached to the land. Do not include cost of detention.

Please attach a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value.

Real Property Improvements (Note you can replace the sample below with your own table or spreadsheet)

Description	Value
Buildings	
Driveways & Parking	
Fencing	
Other Improvements	
Total	1,420,000.00

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

Qualifying Personal Property Equipment (fixed-in-place and primary equipment)

Please insert a spread sheet here with details of personal property. As specific types and models of equipment may be deemed a trade secret, you only need to provide classes of equipment and first-year values, not specific make, model, or serial numbers. However, the information must be sufficient enough for the appraisal district to match information here, which may ultimately included on an abatement agreement, with those on your personal property rendition form. The values listed here must not be less than the first-year value used on the annual property rendition form submitted to the appraisal district.

See Attched

Peterson Road

6/23/22

Scope of Work

Division 1

General Conditions

Permit Costs (Not Included)
Porta Potties
CMT Testing (Not Included)
Final Clean
Onsite Supervision & Project Management
Project OH and Insurance

Division 2

Demo & Site Construction

Sawcut for Plumbing Sanitary
Fencing @ 1,586LF
(2) Rolling Gates with Power and Controls
Demo of Existing Crushed Concrete at South Drive to Meet Grade and
Interior Chain Link Fence to Restrooms - 150LF

Division 3

Concrete

Concrete Pourback of Plumbing Sawcut
7" Concrete Drive at South of Building 12,500SF

Division 4

Masonry

SCOPE NOT INCLUDED

Division 5

Metals

Support for New HVAC Unit

Division 6

Woods & Plastics

Plastic Laminate Millwork in Break Room to Match Existing. Uppers and
Lowers, Fridge and Microwave Frame Outs

Division 7

Thermal & Moisture

Penetration for New HVAC Unit

Division 8

Openings

(7) Hollow Metal Doors, Frames and Hardware

Division 9**Finishes****Walls**

New Restroom Walls - 10'-6"X30'-5 3/4" - Walls to Deck (36')

Walls for New Break Room Area.26'X46'-11". Walls to Deck (36')

Walls for New Shipping/Receiving - 27'X44' - Walls to Deck (36')

Ceilings

New Grid Ceiling in Restrooms, Break Room, and Shipping Receiving.
Approx 2,505SF. Match Existing

Paint

Interior Wall Paint Restroom, Break Room, and Shipping Walls

Exterior Wall Paint Restroom, Break Room, and Shipping Walls

Flooring

Rubber Base at Restroom Walls, Break Room, and Shipping and Receiving
Flooring in Restroom, Break Room, and Shipping to Remain as Concrete

Division 10**Specialties**

Toilet Accessories in Restrooms

Bathroom Signage (Unisex)

Division 11**Equipment**

(4) 80,000lb Dock Levelers - (Sawcut Existing and Pourback Included)

(2) 35,000lb Dock Levelers - (Sawcut Existing and Pourback Included)

Division 12**Furnishings**

SCOPE NOT INCLUDED

Division 13**Special Construction**

Extend Fire Suppression to Restrooms, Break Area, and Shipping

Extend Fire Alarm to Restrooms, Break Area, and Shipping

Division 14**Conveying Systems**

SCOPE NOT INCLUDED

Division 15**Mechanical****HVAC**

Extend Existing HVAC Supply/Return to Restrooms and Break Area. New
3Ton Unit at Shipping/Receiving

Plumbing

New Restroom. Sanitary and Water with New Fixtures

Division 16**Electrical**

Break Room and Shipping/Receiving Convenience Outlets. Power for Equipment. Power for Rolling Gates (2). Power for Heavy Duty Lifts (4). Power for New HVAC Unit

Peterson Road Alternates**6/23/22**

No.	Division	Description
A1	Division 11	Equipment Dock Control Lights at Each Opening (63) Red/Green Backup Lights
A2	Division 11	Equipment Dock Restrictors (63 Openings)
A3	Division 16	Electrical Hi Bay LED Lights. (100 Estimated. Material and Install)(36' Deck)
A4	Division 8	Window Film Window Blackout Film at South Windows
A5	Division 16	Electrical Dock Lights at Each Opening (63)
A6	Division 9	Walls Wall and Paint Deduct for 9' Walls

Exh. C

STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS COURT
OF WALLER COUNTY, TEXAS

ADDENDUM TO
ORDER DESIGNATING REINVESTMENT ZONE
2018-10-002 CLAY PEDERSON SPEC 01
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, on October 31, 2018, the Waller County Commissioners Court approved an Order Designating Reinvestment Zone 2018-10-002 Clay Pederson Spec 01; and,

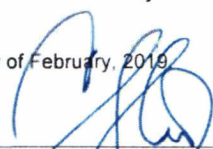
WHEREAS, the Texas Comptroller of Public Accounts maintains a central registry of reinvestment zones designated under Chapter 312 of the Texas Tax Code; and,

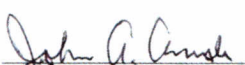
WHEREAS, the Comptroller's office has requested that the names of reinvestment zones conform to certain guidelines.

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

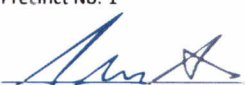
1. That, for the purpose of filling reinvestment zone information with the Comptroller's office, the reinvestment zone named 2018-10-002 Clay Pederson Spec 01 will be referred to as Waller County Clay Spec Reinvestment Zone 2; and
2. That this Addendum does not alter or modify the reinvestment zone.

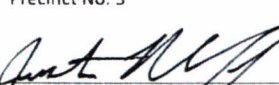
Signed this 27th day of February, 2019.


CARBETT "TREY" J. DUHON III
County Judge


COMMISSIONER JOHN A. AMSLER
Precinct No. 1


COMMISSIONER JERON BARNETT
Precinct No. 3


COMMISSIONER WALTER SMITH
Precinct No. 2


COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

**AGREEMENT BETWEEN
WALLER COUNTY, TEXAS AND
THE WALLER COUNTY
ECONOMIC DEVELOPMENT PARTNERSHIP**

THIS AGREEMENT is made between and entered into by and between Waller County, hereinafter referred to as "County," a political subdivision of the state of Texas, and the Waller County Economic Development Partnership, hereinafter referred to as "WCEDP."

RECITALS:

WHEREAS, pursuant to Local Government Code Section 381.004, the Commissioners Court of the County desires to stimulate business and commercial activity in the County by contracting with WCEDP to provide or cause to provide certain economic development services in furtherance of the County's statutory goals pursuant to Section 381.004 and to develop and administer the County's program for local economic development; and

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens, and promote the general public welfare; and

WHEREAS, the County finds this Agreement serves a public purpose; and

WHEREAS, it is important to the County to attract and expand business, commercial, and industrial enterprise in order to accomplish this purpose; and

WHEREAS, it is desirable, productive, and economical to work towards this goal through a unified county effort and through an agency with specific expertise in this field; and

WHEREAS, under the direction of the Commissioners Court, the County desires to contract exclusively with WCEDP for such business and industrial development services as the primary Economic Development Organization to serve the county; and

WHEREAS, WCEDP is a Texas non-profit corporation whose purpose is to accomplish all of these objectives; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Local Government Code;

NOW, THEREFORE, the parties agree as follows:

TERMS:

WCEDP Qualifications

1. WCEDP represents and warrants that:
 - a. WCEDP is a non-profit entity that is organized to promote economic development in and for Waller County; and
 - b. WCEDP is engaged in ongoing efforts to attract new businesses to Waller County, retain existing businesses in Waller County, and encourage existing businesses to expand in Waller County.

Scope of Services

2. WCEDP must provide the following services under this Agreement:
 - a. Development and administration of a comprehensive program for the attraction, retention, and expansion of businesses to and in Waller County. Such program shall include the solicitation of industrial, business and commercial prospects for location in the County and, when appropriate, assistance for municipalities located in the County. The program shall also include site selection and analysis assistance for businesses seeking tax abatements or other incentives from Waller County.
 - b. Dissemination of demographic, regulatory, and other pertinent information about Waller County, as well as about state and federal programs that provide assistance to businesses.
 - c. Recommendations to Waller County on how to compete more successfully for new businesses and business retention.
 - d. Preparation of an economic impact analysis for each business requesting incentives.
 - e. Presentations, quarterly or as otherwise requested, to the County Judge and Commissioners Court of the ongoing projects and prospect activity.

Term

3. The term of this Agreement is from January 1, 2023 through December 31, 2023.

Payment

4. Waller County shall pay WCEDP \$150,000.00 for the term of this Agreement as compensation for WCEDP's services. Such payment shall be made quarterly at \$37,500.00 per quarter. Quarterly payments shall be made on January 1st, April 1st, July 1st, and October 1st. Payments shall be made from currently-available revenues. If this Agreement is terminated early, then the County shall compensate WCEDP on a pro rata basis for services performed prior to termination.

Termination

5. Either party may terminate this Agreement upon thirty (30) days' written notice to the

other party. If either party terminates this Agreement, WCEDP shall make a final presentation to the Commissioners Court as described in section 2.e.

Indemnification

6. It is understood and agreed between the parties that WCEDP, in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to the third parties. **WCEDP AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF THIS AGREEMENT. WCEDP'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED BY THE COUNTY IN CONNECTION WITH THESE CLAIMS, SUITS, AND CAUSES OF ACTION.**

Miscellaneous

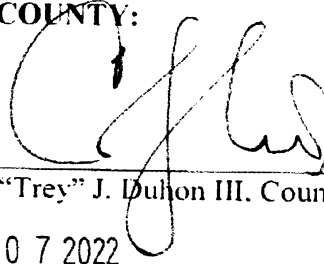
7. WCEDP is an independent contractor. The County has no authority to direct the day-to-day activities of any of WCEDP's employees, nor does the County have any authority over WCEDP's personnel decisions.
8. This Agreement is not for the benefit of any third parties.
9. All notices under this Agreement must be in writing and delivered via certified mail, return receipt requested to the addresses below. Notices are deemed delivered when actually received or, if earlier, on the third day after the postmark date.

FOR THE COUNTY: Waller County Judge
836 Austin St. Suite 203
Hempstead, TX 77445

FOR THE WCEDP: WCEDP
519 9th St. Suite A
Hempstead, TX 77445

10. This Agreement contains all of the terms of the understanding between the parties and may only be amended in a written amendment approved and signed by both parties.
11. The Commissioners Court authorizes the County Judge to execute this Agreement on behalf of the County. This Agreement shall not become effective until executed by both parties.

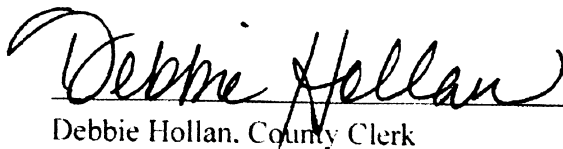
WALLER COUNTY:



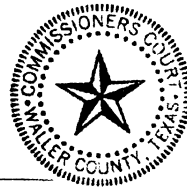
By: Carbett "Trey" J. Duhon III, County Judge

Date: DEC 07 2022

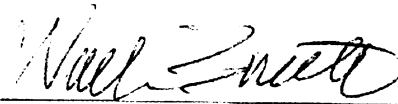
ATTEST:



Debbie Hollan, County Clerk



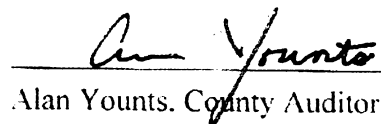
WALLER COUNTY ECONOMIC
DEVELOPMENT PARTNERSHIP:



By: Wallace Everitt, Board President

Date: Dec 08 2022

AUDITOR'S CERTIFICATE: I hereby certify that the funds (\$150,000.00) are available to pay the obligation of Waller County pursuant to the foregoing Agreement.



Alan Younts, County Auditor

STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS COURT
OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE
2018-10-002 CLAY PEDERSON SPEC 01
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 31st day of October, 2018, on motion made by Beckendorff, Commissioner of Precinct No 4, and seconded by Klecka, Commissioner of Precinct No 2, the following Order was adopted:

WHEREAS, the Commissioners Court of Waller County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate the property owned by Clay Development, LLC. Being a tract or parcel of land containing 106.6258 acres of land or 4,644,619 square feet, located in the H. & T. C. R. R. Company Survey, Section 103, Abstract 169, Waller County, Texas, Said 106.6258 acre tract being all of a 36.5017 acre tract (Tract 1), being all of a 1.7633 acre tract (Tract 2) and being all of a 68.3608 acre tract (Tract 3) all being of record in the name of One Hundred One Waller, Inc. in Volume 249, Page 650 in the Deed Records of Waller County, Texas (W.C.D.R.), pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act)

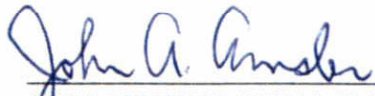
IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby ^{Clay} designates as a Reinvestment Zone (the "Zone") the property owned by ~~Texas Lone Star~~ Development, LLC. Being a tract containing 7.62 acres of land situated in the H. Hedgeperth Survey, Abstract Number 139, Waller County, Texas described in Exhibit A attached hereto;
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act;
- Section 3. That the Commissioners Court has heretofore adopted Tax Abatement and Incentives Policy Guidelines & Criteria for Waller County;
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 31st day of October, 2018;

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement;
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community; and
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 31st day of October, 2018.

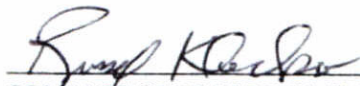
CARBETT "TREY" J. DUHON III
County Judge
(ABSENT)



COMMISSIONER JOHN A AMSLER
Precinct No. 1



COMMISSIONER JERON BARNETT
Precinct No. 3



COMMISSIONER RUSSELL KLECKA
Precinct No. 2



COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE

Attach copy of plat and legal description (generally available from Title Company at closing) and a site plan showing the approximate location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the reinvestment zone. Please provide the address if you have one. Include as many documents as needed to provide the information.

LEGAL DESCRIPTION

Being a tract or parcel of land containing 106.6258 acres of land or 4,644,619 square feet, located in the H. & T. C. R. R. Company Survey, Section 103, Abstract 169, Waller County, Texas, Said 106.6258 acre tract being all of a 36.5017 acre tract (Tract 1), being all of a 1.7633 acre tract (Tract 2) and being all of a 68.3608 acre tract (Tract 3) all being of record in the name of One Hundred One Waller, Inc. in Volume 249, Page 650 in the Deed Records of Waller County, Texas (W.C.D.R.) Said 106.6258 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System, South Central Zone (NAD83)):

BEGINNING at a 5/8 inch iron rod found for the northeast corner of aforesaid Tract 3, being the northwest corner of a called 6.740 acre tract of record in the name of Pederson Road, Inc. in Volume 1032, Page 281, W.C.D.R. and being on the south Right-of-Way (R.O.W.) line of U.S. Highway 90 (100 feet wide), from which a 5/8 inch iron rod found for the northeast corner of said 6.740 acre tract and the southwest intersection of the south R.O.W. line of aforesaid U.S. Highway 90 and the west R.O.W. line of Pederson Road, bears North 88 degrees 43 minutes 46 seconds East, a distance of 911.66 feet;

THENCE, coincident the east line of both aforesaid Tract 3 and Tract 1, respectively, South 04 degrees 14 minutes 24 seconds West, at a distance of 1,873.41 feet pass a 5/8 inch iron rod found for the southeast corner of said Tract 3, being the northeast corner of said Tract 1, and continue for an overall distance of 2,976.72 feet to a 5/8 inch iron rod found for the southeast corner of both the herein described tract and said Tract 1, being the southwest corner of a called 10.931 acre tract of record in the name of Love's Travel Stops & County Stores, Inc. in Volume 0796, Page 165, W.C.D.R. and being on the north R.O.W. line of Interstate Highway 10 (I.H. 10);

THENCE, coincident the north R.O.W. line of aforesaid I.H. 10 and the south line of aforesaid Tract 1, South 88 degrees 17 minutes 49 seconds West, a distance of 850.77 feet to a 5/8 inch iron rod with "Gruller" cap set;

THENCE, coincident the north R.O.W. line of aforesaid I.H. 10 and the south line of both aforesaid Tract 1 and Tract 2, respectively, South 88 degrees 13 minutes 34 seconds West, at a distance of 545.69 feet pass a 5/8 inch iron rod found for the southwest corner of said Tract 1, being the southeast corner of said Tract 2, and continue for an overall distance of 615.70 feet to a 1/2 inch iron pipe found for the southwest corner of both the herein described tract and said Tract 1 and being the southeast corner of that certain tract of land of record in the name of A. Tsakiris Family Partnership, L.P. in Volume 0968, Page 743, W.C.D.R.;

THENCE, coincident the west line of aforesaid Tract 2 and the east line of aforesaid A. Tsakiris Family Partnership, L.P. Tract, North 01 degrees 15 minutes 19 seconds West, a distance of 1,097.34 feet to a 1 inch iron pipe found for the northwest corner of said Tract 2;

THENCE, coincident the north line of aforesaid Tract 2, North 88 degrees 16 minutes 00 seconds East, a distance of 70.00 feet to a 5/8 inch iron rod found for the northeast corner of said Tract 2, being the northwest corner of aforesaid Tract 2 and being the southwest corner of aforesaid Tract 3;

THENCE, coincident the west line of aforesaid Tract 3, North 01 degrees 15 minutes 19 seconds West, a distance of 1,877.34 feet to a 5/8 inch iron rod found for the northwest corner of both the herein described tract and said Tract 3 and being on the south R.O.W. line of aforesaid U.S. Highway 90;

THENCE, coincident the north line of aforesaid Tract 3 and the south R.O.W. line of aforesaid U.S. Highway 90, North 88 degrees 44 minutes 41 seconds East, a distance of 1,681.48 feet to the **POINT OF BEGINNING** and containing 106.6258 acres of land.

SITE AREA	18.38 ACRES
OFFICE	T.B.D.
WAREHOUSE AREA	T.B.D.
TOTAL AREA	44,900 S.F.
PARKING	±242 SPACES
5" CONC. PAVING	±79,320 S.F.
6" CONC. PAVING	± S.F.
7" CONC. PAVING	±94,070 S.F.
TRAILER PARKING	N/A
9X10 OH. DOOR	T.B.D.
14X16 OH. DOOR	T.B.D.
AMPS	T.B.D.
SPRINKLER SYSTEM	AS PER CODE
CLEAR HEIGHT	28'
EAVE HEIGHT	31' T.O.R.

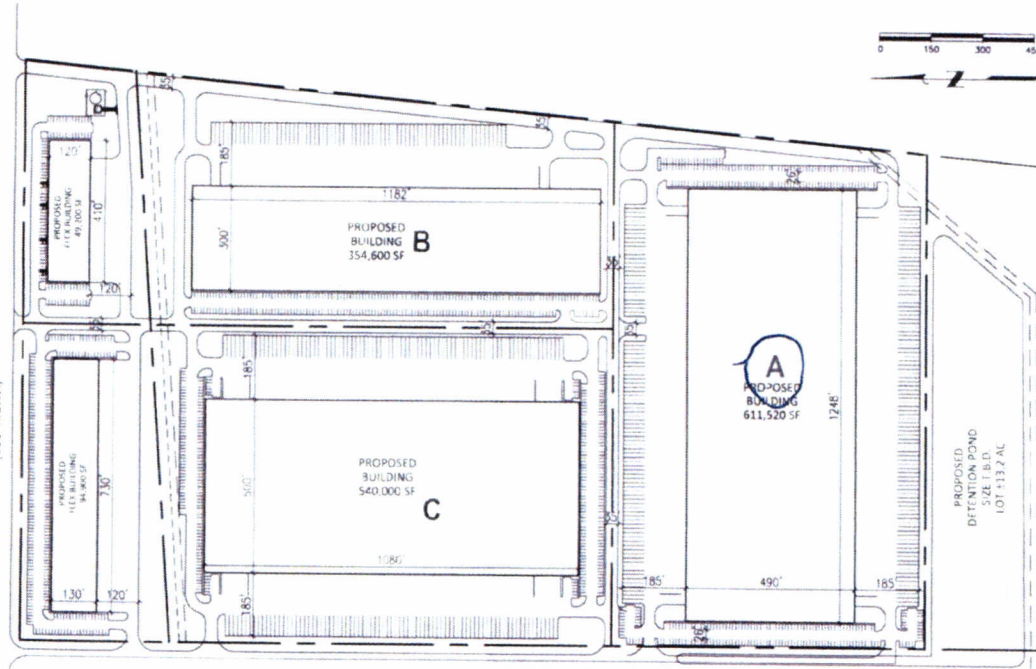
SITE AREA	±5.89 ACRES
OFFICE	T.B.D.
WAREHOUSE AREA	T.B.D.
TOTAL AREA	49,200 S.F.
PARKING	±104 SPACES
5" CONC. PAVING	±45,050 S.F.
6" CONC. PAVING	± S.F.
7" CONC. PAVING	±53,040 S.F.
TRAILER PARKING	N/A
9X10 OH. DOOR	T.B.D.
14X16 OH. DOOR	T.B.D.
AMPS	T.B.D.
SPRINKLER SYSTEM	AS PER CODE
CLEAR HEIGHT	28'
EAVE HEIGHT	31' T.O.R.

SITE AREA	±30.77 ACRES
OFFICE	T.B.D.
WAREHOUSE AREA	T.B.D.
TOTAL AREA	611,520 S.F.
PARKING	±342 SPACES
5" CONC. PAVING	±709,850 S.F.
6" CONC. PAVING	±294,730 S.F.
7" CONC. PAVING	±150,710 S.F.
TRAILER PARKING	±186 SPACES
9X10 OH. DOOR	T.B.D.
14X16 OH. DOOR	T.B.D.
AMPS	T.B.D.
SPRINKLER SYSTEM	AS PER CODE
CLEAR HEIGHT	36'
EAVE HEIGHT	140' T.O.R.
SHARED DRIVE	±68,430 S.F.

SITE AREA	±20.41 ACRES
OFFICE	T.B.D.
WAREHOUSE AREA	T.B.D.
TOTAL AREA	354,600 S.F.
PARKING	±253 SPACES
5" CONC. PAVING	±76,530 S.F.
6" CONC. PAVING	±63,780 S.F.
7" CONC. PAVING	±139,050 S.F.
TRAILER PARKING	±70 SPACES
9X10 OH. DOOR	T.B.D.
14X16 OH. DOOR	T.B.D.
AMPS	T.B.D.
SPRINKLER SYSTEM	AS PER CODE
CLEAR HEIGHT	36'
EAVE HEIGHT	±40' T.O.R.
SHARED DRIVE	±68,430 S.F.

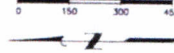
SITE AREA	±27.65 ACRES
OFFICE	T.B.D.
WAREHOUSE AREA	T.B.D.
TOTAL AREA	340,000 S.F.
PARKING	±277 SPACES
5" CONC. PAVING	±56,360 S.F.
6" CONC. PAVING	±251,830 S.F.
7" CONC. PAVING	±178,350 S.F.
TRAILER PARKING	±161 SPACES
9X10 OH. DOOR	T.B.D.
14X16 OH. DOOR	T.B.D.
AMPS	T.B.D.
SPRINKLER SYSTEM	AS PER CODE
CLEAR HEIGHT	36'
EAVE HEIGHT	±40' T.O.R.
SHARED DRIVE	±68,430 S.F.

PROJECT	
NEW OFFICE/WAREHOUSE FOR	
PEDERSON DISTRIBUTIONS	
T.B.D.	
WALLER COUNTY, TEXAS	
REV. ISSUE DATE ISSUE DESCRIPTION	
11-08-12	FOR REVIEW
12-04-12	FOR REVIEW
12-07-12	FOR REVIEW
12-08-12	FOR REVIEW
01-11-13	FOR REVIEW
07-23-13	FOR REVIEW
	
5099 San Felipe St., Suite 1440 Houston, TX 77056 Phone: 713/784-2529 Fax: 713/782-3755	
SHEET TITLE: SITE PLAN	
PROJ. NO.: DATE: 11-08-12 DRAWN BY: EAC CHECKED BY: CC	SHEET NO.:



INTERSTATE HIGHWAY 10

U.S. HIGHWAY 90
(100' R.O.W.)



 **SITE PLAN**
SCALE: NTS

Auction List:

2005 Ford Crown Victoria (2FAFP71W85X150275)

2010 Ford Expedition (1FMJU1F55AEA99240)

2013 Ford Explorer (1FM5K8AR2DGC40431)

Lease Pricing PROPOSAL

xerox™ 13

Presented to WALLER COUNTY SHERIFF

By Kaylie Kyle

On 11/29/2022

CONTRACT PRICING UTILIZING REGION 4 OMNIA BID #191104

48 MONTH PRICING

QUOTE # Y27414

Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Office Finisher - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	11/29/2022

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. C8145H2	\$169.06	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$169.06	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of WALLER COUNTY SHERIFF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 12/29/2022.

For any questions, please contact me at (979)260-3377

ADDENDUM TO POSITIVE PAY SERVICE AGREEMENT
To Add Payee Match Services

This Addendum to Positive Pay Service Agreement (the “**Addendum**”) is added to, supplements, and is made a part of that Positive Pay Service Agreement (or similarly titled agreement for positive pay services), (together with any Exhibits, Attachments, Schedules, Statements of Work or similar documents attached to or referencing such agreement, collectively, the “**Original Agreement**”) between WALLER COUNTY (“**Customer**”) and Prosperity Bank or its predecessor (“**Prosperity**”) (this Addendum and the Original Agreement together, the “**Agreement**”). This Addendum modifies and supplements the Original Agreement and is made effective as of the date of Prosperity’s signature below (the “**Effective Date**”). Customer and Prosperity are each referenced herein as a “**Party**” and together, the “**Parties**.” Unless otherwise noted, capitalized terms herein shall have the same meaning as in the Original Agreement. In the event of a conflict between the terms of this Addendum and the Original Agreement, the terms of this Addendum shall control.

Notwithstanding anything to the contrary in the Original Agreement, the Parties agree on the following terms:

In addition to the Services described in the Original Agreement, Bank will provide the following services (the “**Payee Match Service(s)**”), also considered to be “**Services**” under the Agreement:

1. The Payee Match Services. When Customer provides its listing of Checks issued for the Positive Pay Service (which may be defined as the “**Customer Issue File**” in the Original Agreement), for the Payee Match Service, in addition to the Account number, Check serial number and dollar amount, Customer will also provide the Payee name for verification, in the exact same manner as it appears on each such Check. Notwithstanding any language to the contrary in the Original Agreement, “**Customer Check Data**” for the Payee Match Service will include the Payee name as well as the Account on which a Check is drawn, the Check number, and the dollar amount of the Check. Bank will then match against Checks presented in the same manner as for the Positive Pay Service, and any Checks that either do not exactly match, or appear to be a duplicate of, a Check included in the Check Issue File for such Account(s) with respect to the Payee name (“**Payee Match Exception Check(s)**”) will also be considered “**Exception Checks**” under the Original Agreement. Such Payee Match Exception Checks will be included in the Exception Report made available to Customer.

2. Exception Check Instructions. Customer will deliver to Bank an Exception Check Instruction (that is, a pay/no pay decision) regarding each Payee Match Exception Check in an Exception Report by the same deadline as for its Exception Check Instructions regarding any Positive Pay Exception Checks that may appear on such Report. Representatives of Customer authorized to communicate Exception Check Instructions for the Positive Pay Service are also authorized to communicate Exception Check Instructions for the Payee Match Service. Bank will take action to pay or return any particular Payee Match Exception Check in the same manner as it takes action on Positive Pay Exception Checks, as described in the Original Agreement. Unless

otherwise agreed by Bank and Customer in writing, if no Exception Check Instruction is issued or is not issued timely regarding a Payee Match Exception Check, Bank will pay or reject all Payee Match Exception Checks on the Exception Report in accordance with the default instructions given by Customer for the Positive Pay Service.

3. Unless otherwise noted herein, the obligations of Bank and responsibilities of Customer regarding the Payee Match Service are governed by the Original Agreement in the same manner as for the Positive Pay Service.

4. Accounts. Unless listed below, all Accounts designated for Positive Pay Service are also designated for the Payee Match Service.

If Customer wishes different Accounts or only some Accounts to be designated for the Payee March Service, then the Accounts to be granted Payee Match access are as follows:

Account Number	Account Name
<u>ACCT ENDING 2784</u>	<u>TREASURER GNL</u>
	<u>OPERATING</u>

5. Counterparts/Facsimile/Electronic Acceptance. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile or electronic copy of this Addendum properly signed by an authorized representative of each Party shall constitute a valid original for purposes of this Addendum.

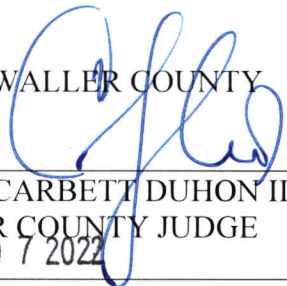
Except as expressly modified herein, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum effective as of the Effective Date.

PROSPERITY BANK

By: _____
Printed Name: MICHELLE DAHLMAN
Title: SENIOR VICE PRESIDENT
Date: _____

CUSTOMER: WALLER COUNTY

By: 

Printed Name: CARBETT DUHON III

Title: WALLER COUNTY JUDGE

Date: DEC 07 2022



16

Order to Amend 2022 Budget

Amendment # **2022-54**

Date Approved **12-07-2022**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes.
Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<u>BUDGET LINE ITEM TRANSFERS:</u>					
<u>From:</u>					
125-435-510101	General - County Auditor	Salary Part Time/Clerical	\$ 7,000.00	\$ (2,500.00)	\$ 4,500.00
125-435-563000	General - County Auditor	Training & Conference	\$ 5,500.00	\$ (2,000.00)	\$ 3,500.00
<u>To:</u>					
125-435-581800	General - County Auditor	Furniture & Equipment	\$ 2,000.00	\$ 4,500.00	\$ 6,500.00
Net Change to Budget (Rev)/Exp				<u>\$ -</u>	

Purpose of transfer:

Transfer requested by County Auditor's Office

Transfer requested to upgrade assistance auditor's technology.

Alan Younts

11/23/2022

Alan Younts
Waller County Auditor

836 Austin Street, Suite 221
Hempstead, Texas 77445
tel (979) 826-7740

a.younts@wallercounty.us



Order to Amend 2022 Budget

Amendment # **2022-55**

Date Approved **12-07-2022**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes.
Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<u>BUDGET LINE ITEM TRANSFERS:</u>					
<u>From:</u>					
125-420-563000	General - JP 3	Training & Conference	\$ 5,300.00	\$ (265.00)	\$ 5,035.00
<u>To:</u>					
125-420-581800	General - JP 3	Furniture & Equipment	\$ 2,000.00	\$ 265.00	\$ 2,265.00
<i>Net Change to Budget (Rev)/Exp</i>			<u>\$ -</u>		

Purpose of transfer:

Transfer requested by Justice of the Peace, Pct 3 per email dated 11-29-2022

Transfer requested to fund negative variance in furniture and equipment.

Alan Younts

12/5/2022

Alan Younts
Waller County Auditor
836 Austin Street, Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us



Order to Amend 2022 Budget

Amendment # **2022-56**

Date Approved **12-07-2022**

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
<u>BUDGET LINE ITEM TRANSFERS:</u>					
<u>From:</u>					
125-519-581813	General - Adult Probation	Copier/Printer	\$ 7,000.00	\$ (2,000.00)	\$ 5,000.00
<u>To:</u>					
125-519-581800	General - Adult Probation	Furniture & Equipment	\$ 415.00	\$ 2,000.00	\$ 2,415.00
<i>Net Change to Budget (Rev)/Exp</i>				<u>\$ -</u>	

Purpose of transfer:

Transfer requested by Jo Ann Fishbeck email dated 11-29-2022.

Transfer requested to replace a broken printer and three chairs in the receptionist area.

Alan Younts

12/6/2022

Alan Younts
Waller County Auditor

836 Austin Street, Suite 221

Hempstead, Texas 77445

tel (979) 826-7740

a.younts@wallercounty.us



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Waller County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 9, 2009 ("Agreement");

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$15,375.00 for the Tyler Software added herein, with a quarterly payment increase of \$3,843.75. SaaS fees are waived through November 30, 2022, and shall be invoiced in advance for the quarter beginning December 1, 2022, together with the other SaaS fees due under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement as modified by this Amendment.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of January 1, 2022:
 - a. Tyler Corrections (identified as Odyssey Online – Jail in the Agreement) - \$10,594.18
 - b. Jail Data Export - \$133.38
 - c. Incode Public Safety Base RMS - \$1,885.75

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

Client's quarterly SaaS fees payment obligation commencing as of March 1, 2022 is hereby reduced by the amounts listed above, for a total quarterly reduction of \$12,613.31 with respect to the removal of the above-listed software.

For the avoidance of doubt, the software identified in the Agreement as Odyssey Online – DC JP Pros/Hot Checks shall remain under the Agreement and shall continue to be invoiced in accordance with the terms of the Agreement.

3. The balance due for the Tyler SaaS products listed in section 2 above is hereby voided, and accordingly, invoice #020-133343, dated February 1, 2022, is hereby credited \$12,613.31. Upon execution of this Amendment, Client agrees to immediately pay all outstanding undisputed balances owed Tyler.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Waller County, Texas

By: _____

Name: **Carbett "Trey" J. Duhon III**

Title: **County Judge**

Date: **DEC 07 2022**



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Software Fees		
Annual Fee Amount		
SaaS Fee Payment		Year 1
API Toolkit		\$15,375
Software		
SaaS Software		SaaS Fee
API Toolkit (Limited Use License)		\$15,375
	Annual SaaS Fee Total	\$15,375
Implementation Services		
Professional Services-Fixed Price		
	Hours	Total
Integration Dev/Consulting	40	\$8,000
	Professional Services Total	\$8,000
	Annual Fees Total	\$15,375
	Professional Services Total	\$8,000
	Project Total	\$23,375

Waller County, Texas
Odyssey Invoices - Past Due

1. Pay Tyler per original contract.

Invoice #	Invoice Date	Service Period	Invoice Amount
020-133343	2/1/2022	3/1/2022 to 05-31-2022	\$53,426.36
020-135145	6/1/2022	06-01-2022 to 08-31-2022	\$53,426.36
020-136609	8/1/2022	09-01-2022 to 11-30-2022	\$53,426.36
020-138588	11/1/2022	12-01-2022 to 02-28-2023	\$53,426.36
Total due Tyler			<u>\$213,705.44</u>

1. Pay Tyler after approving revised contract that includes quarterly credit of \$12,613.31 and adding new item of \$3,843.75.

Invoice #	Invoice Date	Service Period	Invoice Amount
020-133343	2/1/2022	3/1/2022 to 05-31-2022	\$44,656.80
020-135145	6/1/2022	06-01-2022 to 08-31-2022	\$44,656.80
020-136609	8/1/2022	09-01-2022 to 11-30-2022	\$44,656.80
020-138588	11/1/2022	12-01-2022 to 02-28-2023	\$44,656.80
Total due Tyler			<u>\$178,627.20</u>

Notes:

1. After moving to Southern Software in Spring of 2021, the county paid in good faith the remaining 2021 bills without any credits. County did not send Tyler notice of cancellation of Sheriff department users and County was waiting on Tyler to provide detail of how many users the Sheriff had. County asked for this detail when the Southern Software was being considered but Tyler never provided it until the new contract that is

attached. Now Tyler is saying this is their offer unless we can prove otherwise. To date county personnel have yet to be able to.

County has been in contact with Tyler asking for credits that are due for 18 months and my office decided to hold their payments until the county received an offer from them.