

## **AGENDA**

**NOTICE OF PUBLIC MEETING  
WASHINGTON COUNTY COMMISSIONERS COURT  
TUESDAY, MARCH 17, 2026 9:00 A.M.  
WASHINGTON COUNTY COURTHOUSE  
COMMISSIONERS COURT CHAMBERS #103  
100 EAST MAIN STREET  
BRENHAM, TEXAS**

### **SPECIAL SESSION AGENDA**

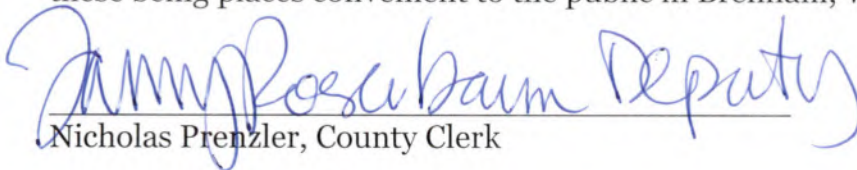
1. Invocation, Robert Mabrey, Faith Mission. (Commissioner Hanath)
2. Pledge of Allegiance. (Commissioner Hanath)
3. Presentation of the Sexual Assault Response Team Biennial Report for Washington County. (Alicia Rice, Director of Advocacy)
4. Discussion and possible action on the approval of pending Washington County Expo Rental Regulations Contracts. (Harrison Williams, EXPO Director)
5. Discussion and possible action on the approval of AIA Document A133-2019 Agreement between Washington County and Collier Construction, LLC for Construction Manager at Risk (CMAR) services for the Washington County Expo Project, and authorize the County Judge to sign all necessary documents. (Harrison Williams, EXP Director)
6. Discussion and possible action on the approval to award grant administration services for the GLO DR-24 program. (Harrison Williams, EXPO Director)
7. Discussion and possible action on the approval of the appointment of a Justice of the Peace, Precinct 2, pursuant to Texas Government Code Section 551.074. (Judge Durrenberger)
8. Discussion and possible action on approval of the official bond for Holly Johnson for Justice of the Peace, Precinct 2. (Judge Durrenberger)
9. Discussion and possible action on the approval to declare a commercial washer and dryer as surplus and authorize the transfer/donation to Burleson County. (Shawna Hollis, Auditor)
10. Discussion and possible action on the approval of the Adopt a County Road Agreement between Washington County and Bailey Family for Lone Star Road, Precinct 1. (Wesley Stolz, County Engineer)
11. Discussion and possible action on the approval of a final plat for Ridgewood Farm Subdivision located along Baranowski Road, consisting of 8 lots in the James Schrier Survey (A-98), Precinct 4. (Wesley Stolz, County Engineer)

12. Discuss Formal Notices from Industry Communications for new service line installation in the county right-of-way of Bascome Lane, Precinct 4. (Wesley Stolz, County Engineer)
13. Discussion and possible action on the approval of the National MS Society Right of Way Permit application for TX MS 150. (Judge Durrenberger)
14. Discussion and possible action on the approval of the 2026 Bluebonnet Festival Mass Gathering Application. (Judge Durrenberger)
15. Discuss and possibly act upon a request by the Chappell Hill Historical Society to close the following streets from 7:00am, Friday April 10, 2026 through 6:00pm Sunday, April 12, 2026 for the Bluebonnet Festival.
  - Main Street/FM 1155 from 290 to Chestnut
  - Church Street
  - Sycamore Street
  - Poplar Street
  - Providence Street
16. Presentation of the HR Quarterly Report. (Amber Skalka, HR Director)
17. Discussion and possible action on the approval of accounts payable. (Peggy Kramer, Treasurer)
18. Adjourn meeting.

Witness my hand this 11<sup>th</sup> day of March 2026.

  
\_\_\_\_\_  
John Durrenberger, County Judge

Came to my hand at 4:31 P.m. on the 11<sup>th</sup> day of March 2026 and executed at 4:31 P.m. on the 11<sup>th</sup> day of March, 2026 by posting a true copy on the bulletin board located on the first floor of the Washington County Courthouse and true copies at the main entrance doors of said courthouse, these being places convenient to the public in Brenham, Washington County, Texas.

  
\_\_\_\_\_  
Nicholas Prenzler, County Clerk

**STATE OF TEXAS** §  
**COUNTY OF WASHINGTON** §

BE IT REMEMBERED, and it is hereby certified that the Commissioners Court of Washington County, Texas held a Special Session, at 9:00 a.m. on March 17, 2026, in Room 103 of the Washington County Courthouse, 100 E. Main Street, Brenham, Texas, with the following members present: County Judge and Presiding Officer John Durrenberger, Precinct 1 Commissioner Misti Hartstack Corn, Precinct 2 Commissioner Candice Bullock, Precinct 3 Commissioner Kirk Hanath, Precinct 4 Commissioner Dustin Majewski and County Clerk Nicholas Prenzler. Also present were Precinct 3 Constable Brad Kuecker, District Attorney Derek Estep, Tax Assessor-Collector Cheryl Gaskamp, County Treasurer Peggy Kramer, and County Attorney Renee Mueller.

**INVOCATION**

1. Robert Mabrey, Faith Mission, gave the Invocation.

**PLEDGES**

2. Commissioner Hanath led the Pledges of Allegiance.

**EXPO RENTAL AND REGULATIONS CONTRACTS**

4. Commissioner Corn moved, seconded by Commissioner Majewski and unanimously carried to approve the attached Washington County Expo Rental and Regulations Contracts and authorize the County Judge to sign said Contracts.

**AGREEMENT**

5. EXPO Director Harrison Williams explained this agreement with Collier Construction will allow for the County to begin bidding projects for the EXPO Master Plan. Williams stated the County Attorney has approved the agreement. Commissioner Hanath moved, seconded by Commissioner Corn and unanimously carried to approve the attached AIA Document A133-2019 Agreement between Washington County and Collier Construction, LLC for Construction Manager at Risk (CMAR) services for the Washington County Expo Project, and authorize the County Judge to sign all necessary documents.

**BID AWARD**

6. EXPO Director stated the committee reviewed all proposals and recommended GrantWorks. Williams explained this is for flood mitigation along the creek at the EXPO and the winning bidder will help complete the grant application to ensure funding for the project. Commissioner Bullock moved, seconded by Commissioner Majewski and unanimously carried to award grant administration services for the GLO DR-24 program to GrantWorks.

**APPOINTMENT**

7. Commissioner Hanath moved, seconded by Commissioner Bullock and unanimously carried to approve the appointment of Holly Johnson as Justice of the Peace, Precinct 2, pursuant to Texas Government Code Section 551.074.

**BOND APPROVAL**

**8.** Commissioner Hanath moved, seconded by Commissioner Bullock and unanimously carried to approve the official bond for Holly Johnson for Justice of the Peace, Precinct 2. Former Precinct 2 Justice of the Peace Douglas Cone swore in Holly Johnson as Justice of the Peace, Precinct 2.

**REPORT**

**3.** Alicia Rice, Director of Advocacy for the Sexual Assault Resource Center, presented the attached Sexual Assault Biennial Report for Washington County.

**SURPLUS PROPERTY**

**9.** Buchman explained the laundry facility is being reworked under the current jail expansion project and the jail will be purchasing new washers and dryers. Buchman stated the Washington County and Burleson Sheriffs’ Offices have a great working relationship and consistently provide assistance to each other. Commissioner Bullock moved, seconded by Commissioner Corn and unanimously carried to declare a commercial washer and dryer as surplus and authorize the transfer/donation to Burleson County.

**ADOPT A COUNTY ROAD**

**10.** Commissioner Corn moved, seconded by Commissioner Hanath and unanimously carried to approve the attached Adopt a County Road Agreement between Washington County and Bailey Family for Lone Star Road, Precinct 1.

**PLAT – RIDGEWOOD FARM S/D**

**11.** County Engineer Wesley Stolz presented the attached final plat for Ridgewood Farm Subdivision and recommended approval. Commissioner Majewski moved, seconded by Commissioner Hanath and unanimously carried to approve a final plat for Ridgewood Farm Subdivision located along Baranowski Road, consisting of 8 lots in the James Schrier Survey (A-98), Precinct 4.

**FORMAL NOTICE**

**12.** County Engineer Wesley Stolz presented the attached Formal Notice from Industry Communications for new service line installation in the county right-of-way of Bascome Lane, Precinct 4.

**RIGHT OF WAY PERMIT**

**13.** Commissioner Hanath moved, seconded by Commissioner Bullock and unanimously carried to approve the attached National MS Society Right of Way Permit application for TX MS 150.

**MASS GATHERING APPLICATION**

**14.** Commissioner Bullock moved, seconded by Commissioner Corn and unanimously carried to approve the attached 2026 Bluebonnet Festival Mass Gathering Application.

**STREET CLOSURE**

**15.** Commissioner Bullock moved, seconded by Commissioner Hanath and unanimously carried to approve a request by the Chappell Hill Historical Society to close the following streets from 7:00 a.m. Friday, April 10, 2026, through 6:00 p.m. Sunday, April 12, 2026, for the Bluebonnet Festival: Main

Street/FM 1155 from 290 to Chestnut, Church Street, Sycamore Street, Poplar Street, and Providence Street.

**HR QUARTERLY REPORT**

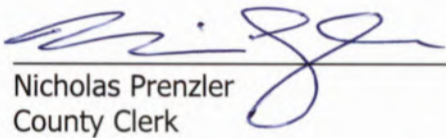
16. HR Director Amber Skalka presented the attached HR Quarterly Report.

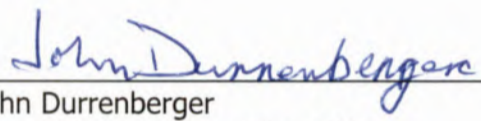
**ACCOUNTS PAYABLE**

17. Commissioner Hanath moved, seconded by Commissioner Corn and unanimously carried to approve all accounts and bills to be paid in the amount of \$790,884.29.

**ADJOURN**

18. Commissioner Majewski moved, seconded by Commissioner Corn and unanimously carried to adjourn at 9:41 a.m.

  
\_\_\_\_\_  
Nicholas Prenzler  
County Clerk

  
\_\_\_\_\_  
John Durrenberger  
County Judge & Presiding Officer

  
\_\_\_\_\_  
Misti Hartstack Corn  
Precinct 1 Commissioner

  
\_\_\_\_\_  
Candice Bullock  
Precinct 2 Commissioner

  
\_\_\_\_\_  
Kirk Hanath  
Precinct 3 Commissioner

  
\_\_\_\_\_  
Dustin Majewski  
Precinct 4 Commissioner



Washington County Expo
1305 East Blue Bell Road, Suite 115 Brenham, Texas 77833
Telephone: (979) 836-2299 Fax: (979) 277-6223
Website: http://www.Washingtoncountvexpo.com Email: washcoexpo@wacounty.com

REF#2813

RENTAL AND REGULATIONS CONTRACT

PARTIES TO THE CONTRACT:

Organization or Individual (renter) Cal Middleton LLC.
Contact Person(s) for Organization Julie Singer
(THese INDIVIDUALS WILL BE LIABLE FOR THE ORGANIZATION)
Phone Number: 713-392-3264
Email Address: julielsinger@gmail.com
Mailing Address:

Title of Event: Cal Middleton Horsemanship Clinic - REF#2813

This contract is between the Renter, named above and the Washington County Expo, herein after referred to as EXPO.

DATES TO BE RENTED: (time is when renter arrives & leaves)

SET UP: Month/Day: Year: Time:
EVENT: Month/Day: 4/2 - 4/4 (THU-FRI-SAT) Year: 2026 Time:
CLEAN UP: Month/Day: Year: Time:

SPACES TO BE LEASED AND FEES: (ONLY THOSE INCLUDED IN CALCULATION WILL BE UNDER CONTRACT)

- 1. Event Center : \$
2. Horse Stalls : \$ 25.00 per day \*
3. Rodeo Arena : \$
4. Commercial Exhibits Bldg. : \$
5. Entertainment Center : \$
6. Livestock Barn #1 : \$
7. Livestock Barn #2 : \$ Pen fee \$20/day \*
8. Livestock Barn #3 : \$ 1,500.00
9. Sign Fee : \$
10. Beer Barn: \$
Carnival & Rodeo:
Rabbit Barn:
Dumpster \*Per Dump:
10. Sales Facility Bldg. : \$
Downstairs only : \$
Upstairs only : \$
11. Food Court :\$
12. V.I.P.Room: \$
13. Camper pads:
14. Tractor & Drag:
15. Clean Up Fee: \$
\* RV Spots/day \$30 full service;\$25 Elec/Water;\$20 elec.only
TOTAL RENTAL FEES: \$
GRAND TOTAL OWED: \$ 1,500.00 + \$300.00 Deposit

\*DEPOSIT DUE DATE: 3/12/2026
BALANCE DUE DATE: one week post event

AMOUNT: \$ 300.00
AMOUNT: \$ 1,500.00 + variables (\* RV, Pen & Stall fees payable by check to Washington County Expo by attendees)

\*DEPOSIT: A Date Hold/Damage deposit will be due as specified. The deposit to hold the venue/date is non refundable if cancelled within 30 days of the rental date. 50% is retained if cancelled 31 days or more prior to the start of the contracted period of your event. The Damage deposit is refundable provided the venue is returned in same condition as tendered and the Post Event Checklist has been completed. If the rental fee is less than\$100.00, balance is due in full. (stand-alone restroom facilities are included in the rental of all facilities except the buildings that have their own restroom facilities)

\*\*\*\*Certificate of Insurance is due (2) weeks before your event: 3/19/26

**1. AREAS NOT UNDER CONTRACT:**

Only areas and facilities leased shall be used by renter. Use of other areas not under lease will result in a breach of this contract and additional costs associated with the used areas not under lease will be assessed.

**2. CLEAN-UP:**

The renter is responsible for clean-up. Clean-up must be completed following renter's event unless stated differently in the contract. The leased property must be cleaned in a manner approved by the EXPO and the leased property left in the condition in which it was rented. If the renter chooses not to clean-up at the time of the negotiation of the lease, a fee will be assessed by the EXPO and included in the contract.

**3. CONCESSIONS:**

Food, Drink, Games, Tack, and Other Concessions can be arranged directly with renter.

Liquor Liability Insurance is required if alcoholic beverages are sold. EXPO and Washington County must be listed as additional insured. A copy of the Liquor Liability Insurance policy must be attached to this contract. TABC Rules and Regulations must be followed.

**4. DAMAGE TO FAIR PROPERTY:**

The renter is held responsible for any damages to buildings or property. Any repairs made as a result of any damages will be made by Expo and charged to the renter. The \$300.00 Damage/Cleanup deposit will be applied to any repairs having to be made. A separate money order, cashier's check or cash must be submitted for the deposit. If repairs exceed the deposit, the renter is responsible for the remaining amount. If there are no damages to be repaired or cleanup to be done by the EXPO, the deposit will be refunded within 5 business days.

**5. INSURANCE:**

Renter will be liable for any lawsuit arising out of an incident that occurred at renter's event. Renter is not covered under Washington County's general liability insurance. Washington County is not responsible for providing legal counsel for renter. Renter also agrees to indemnify Washington County against any costs, damages or liability arising out of the use of the Expo or the County's Facilities, including attorney's fees. If renter chooses to purchase liability insurance for their event, a copy of that policy shall be provided to the EXPO prior to the event.

\*Certain events held on the property will be required to have insurance by the EXPO and if required renter must provide EXPO a copy of the insurance policy for the event.

**6. KEYS:**

Keys will be issued to the renter on the day of their event setup unless setup is on a weekend then it will be the last business day before setup. If no setup is required, keys will be issued to the renter on the last business day prior to a weekend event and on the day of the event held during the week. All keys will be signed for and should keys not be returned to the Expo Office within two (2) days of the event a \$25.00 charge will be added. A \$50.00 replacement fee will be applied to any set of keys which are lost, stolen or broken while in possession of the renter.

**7. SECURITY:**

Security is not needed for this event as determined by the EXPO.

Security is needed for this event and the number of security officers and the type of security officers have been approved by the EXPO through the Expo Director or his agent.

**8. SPECIAL REQUIREMENTS:**

All buildings are rented as is. Washington County makes no warranties, expressed or implied, regarding the suitability of the premises for a particular purpose. It is the renter's responsibility to inspect the premises and determine their suitability for renter's intended use.

**9. PAYMENT/DAMAGES:**

All balances due are payable on or before date stated in the contract. Amounts not paid within such time are subject to an additional charge of five percent (5%) per month until paid, which the parties agree is a reasonable amount of liquidated damages.

**10. COMMISSIONERS APPROVAL:**

Renter understands that this agreement is subject to Washington County Commissioners Court approval and may only be amended with their approval.

**11.** Renter also agrees to obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Premises.

**12.** Renter understands that by renting the County Property it does not become an arm of the government and is only an independent contractor.

**13. POLICY GUIDE:**

Renter understands that by signing they have read the Washington County Expo Policy Guide and agree to follow the policies as outlined.

**14. CANCELLATION POLICY:**

All cancellations are subject to a \$100.00 processing fee, if a cancellation is made 31 days or more prior to the start of the rental date 50% of the deposit will be retained. For all cancellations 30 days or less prior to the start of the contracted period there will be no refunds. Should a request for rescheduling occur there will be \$100.00 fee assessed.

**15. INSPECTION OF EVENT:**

Renter agrees that the Expo Director or his agent on behalf of the EXPO may enter the renter's event at any time to insure the contract has not been breached.

**16. LAW VIOLATIONS:**

Any violation of any criminal law of the state of Texas or city ordinance by any participant of the event which occurs on the Expo property will be considered a breach of this contract.

**17. BREACH OF CONTRACT:**

Any violation of the terms of this contract will be considered a breach of this contract. Incorrect information provided in this contract, the activity request form or provided to the Expo Director or his agent will be considered a breach of this contract. Renter's event will immediately be cancelled, if renter breaches this contract. No refund of any kind will be made.

**18. DECLARED DISASTER or PANDEMIC:**

Performance of this contract/agreement by either party shall be subject to force majeure, which includes but is not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder or protests, unauthorized strikes, governmental act, order, regulation, suggestion or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases), curtailment of transportation facilities or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones (i) prevent, dissuade or unreasonably delay at least twenty-five percent (25%) of prospective attendees from appearing at the venue or (ii) make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of this contract/agreement. In the event of force majeure, this contract/agreement may be cancelled by either party, within 72 hours without liability, damages, fees or penalty, and any deposits and unearned amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

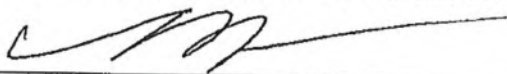
The undersigned hereby agrees to the Terms, Conditions and Charges stated herein and acknowledges receipt of a copy of this Rental Contract.

Julie L. Singer Digitally signed by Julie L. Singer  
Date: 2026.03.06 20:13:36 -06'00'

\_\_\_\_\_  
3-6-26 RENTER

Julie L. Singer  
By: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED AS TO FORM: SUBJECT TO COMMISSIONER'S COURT APPROVAL**

By:  \_\_\_\_\_ Date: 3/9/26  
WASHINGTON COUNTY EXPO DIRECTOR

**APPROVED BY COMMISSIONERS COURT**

By:  \_\_\_\_\_ Date: 3/17/2026  
COUNTY JUDGE



**Washington County Expo**  
 1305 East Blue Bell Road, Suite 115 Brenham, Texas 77833  
 Telephone: (979) 836-2299 Fax: (979) 277-6223  
 Website: <http://www.Washingtoncountyexpo.com> Email: [washcoexpo@wacounty.com](mailto:washcoexpo@wacounty.com)

REF#2817

**RENTAL AND REGULATIONS CONTRACT**

**PARTIES TO THE CONTRACT:**

Organization or Individual (renter) Christy Price & Cedric Martin  
 Contact Person(s) for Organization Christy Price & Cedric Martin  
 (THESE INDIVIDUALS WILL BE LIABLE FOR THE ORGANIZATION)  
 Phone Number: 979-571-8805; 979-525-6333  
 Email Address: christy.price33@yahoo.com  
 Mailing Address: 609 Columbus St., College Station, TX 77840

Title of Event: Wedding - REF# 2817

This contract is between the Renter, named above and the Washington County Expo, herein after referred to as EXPO.

**DATES TO BE RENTED: (time is when renter arrives & leaves)**

SET UP: Month/Day: 3/20 (SAT) Year: 2027 Time: 7:00 am - 3:00 pm  
 EVENT: Month/Day: 3/20 (SAT) Year: 2027 Time: 7:00 AM - 1:00 AM\* Event is @ 3:00 pm  
 CLEAN UP: Month/Day: 3/21 (SUN) Year: 2027 Time: by 10:00 am if available

\* Please wind down music by midnight and vacate building by 1:00 AM - Thank You!

**SPACES TO BE LEASED AND FEES: (ONLY THOSE INCLUDED IN CALCULATION WILL BE UNDER CONTRACT)**

- |  |                                     |
|--|-------------------------------------|
| 1. Event Center : \$ <u>1400.00 + \$500.00 Deposit</u> | 10. Sales Facility Bldg. : \$ _____ |
| 2. Horse Stalls : \$ _____                             | Downstairs only : \$ _____          |
| 3. Rodeo Arena : \$ _____                              | Upstairs only : \$ _____            |
| 4. Commercial Exhibits Bldg. : \$ _____                | 11. Food Court : \$ _____           |
| 5. Entertainment Center : \$ _____                     | 12. V.I.P. Room: \$ _____           |
| 6. Livestock Barn #1 : \$ _____                        | 13. Camper pads: _____              |
| 7. Livestock Barn #2 : \$ _____                        | 14. Tractor & Drag: _____           |
| 8. Livestock Barn #3 : \$ _____                        | 15. Clean Up Fee: \$ _____          |
| 9. Sign Fee : \$ _____                                 |                                     |
| 10. Beer Barn: \$ _____                                |                                     |
| Carnival & Rodeo: _____                                |                                     |
| Rabbit Barn: _____                                     |                                     |
| Dumpster *Per Dump: _____                              |                                     |

TOTAL RENTAL FEES: \$ 1,400.00 + \$500.00 Deposit

GRAND TOTAL OWED: \$ 1,900.00

AMOUNT: \$ 500.00

AMOUNT: \$ 1,400.00

\*DEPOSIT DUE DATE: 3/17/26

BALANCE DUE DATE: 3/5/27

\*DEPOSIT: A Date Hold/Damage deposit will be due within two weeks of booking. The deposit to hold the venue/date is non refundable if cancelled within two weeks of your event. 50% is retained if cancellation is made 30 to 15 days prior to the start of rental date. The Damage deposit is refundable provided the venue is returned in same condition as tendered and the Post Event Checklist has been completed. If the rental fee is less than \$100.00, balance is due in full. (stand-alone restroom facilities are included in the rental of all facilities except the buildings that have their own restroom facilities). Deposit is refunded by check approx. one month post event.

**1. AREAS NOT UNDER CONTRACT:**

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**2. CLEAN-UP:**

The renter is responsible for clean-up. Clean-up must be completed following renter's event unless stated differently in the contract. The leased property must be cleaned in a manner approved by the EXPO and the leased property left in the condition in which it was rented. If the renter chooses not to clean-up at the time of the negotiation of the lease, a fee will be assessed by the EXPO and included in the contract.

**3. CONCESSIONS:**

Food, Drink, Games, Tack, and Other Concessions can be arranged directly with renter.

Liquor Liability Insurance is required if alcoholic beverages are sold. EXPO and Washington County must be listed as additional insured. A copy of the Liquor Liability Insurance policy must be attached to this contract. TABC Rules and Regulations must be followed.

**4. DAMAGE TO FAIR PROPERTY:**

The renter is held responsible for any damages to buildings or property. Any repairs made as a result of any damages will be made by Expo and charged to the renter. The \$300.00 Damage/Cleanup deposit will be applied to any repairs having to be made. A separate money order, cashier's check or cash must be submitted for the deposit. If repairs exceed the deposit, the renter is responsible for the remaining amount. If there are no damages to be repaired or cleanup to be done by the EXPO, the deposit will be refunded within 5 business days.

**5. INSURANCE:**

Renter will be liable for any lawsuit arising out of an incident that occurred at renter's event. Renter is not covered under Washington County's general liability insurance. Washington County is not responsible for providing legal counsel for renter. Renter also agrees to indemnify Washington County against any costs, damages or liability arising out of the use of the Expo or the County's Facilities, including attorney's fees. If renter chooses to purchase liability insurance for their event, a copy of that policy shall be provided to the EXPO prior to the event.

\*Certain events held on the property will be required to have insurance by the EXPO and if required renter must provide EXPO a copy of the insurance policy for the event.

**6. KEYS:**

Keys will be issued to the renter on the day of their event setup unless setup is on a weekend then it will be the last business day before setup. If no setup is required, keys will be issued to the renter on the last business day prior to a weekend event and on the day of the event held during the week. All keys will be signed for and should keys not be returned to the Expo Office within two (2) days of the event a \$25.00 charge will be added. A \$50.00 replacement fee will be applied to any set of keys which are lost, stolen or broken while in possession of the renter.

**7. SECURITY:**

Security is not needed for this event as determined by the EXPO.

Security is needed for this event and the number of security officers and the type of security officers have been approved by the EXPO through the Expo Director or his agent.

**8. SPECIAL REQUIREMENTS:**

All buildings are rented as is. Washington County makes no warranties, expressed or implied, regarding the suitability of the premises for a particular purpose. It is the renter's responsibility to inspect the premises and determine their suitability for renter's intended use.

**9. PAYMENT/DAMAGES:**

All balances due are payable on or before date stated in the contract. Amounts not paid within such time are subject to an additional charge of five percent (5%) per month until paid, which the parties agree is a reasonable amount of liquidated damages.

**10. COMMISSIONERS APPROVAL:**

Renter understands that this agreement is subject to Washington County Commissioners Court approval and may only be amended with their approval.

11. Renter also agrees to obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Premises.

12. Renter understands that by renting the County Property it does not become an arm of the government and is only an independent contractor.

**13. POLICY GUIDE:**

Renter understands that by signing they have read the Washington County Expo Policy Guide and agree to follow the policies as outlined.

**14. CANCELLATION POLICY:**

All cancellations are subject to a \$100.00 processing fee, if a cancellation is made 30 to 15 days prior to the start of the rental date 50% of the deposit will be retained. For all cancellations 14 days or less prior to the start of the contracted period there will be no refunds. Should a request for rescheduling occur there will be \$100.00 fee assessed.

**15. INSPECTION OF EVENT:**

Renter agrees that the Expo Director or his agent on behalf of the EXPO may enter the renter's event at any time to insure the contract has not been breached.

**16. LAW VIOLATIONS:**

Any violation of any criminal law of the state of Texas or city ordinance by any participant of the event which occurs on the Expo property will be considered a breach of this contract.

**17. BREACH OF CONTRACT:**

Any violation of the terms of this contract will be considered a breach of this contract. Incorrect information provided in this contract, the activity request form or provided to the Expo Director or his agent will be considered a breach of this contract. Renter's event will immediately be cancelled, if renter breaches this contract. No refund of any kind will be made.

**18. DECLARED DISASTER or PANDEMIC:**

Performance of this contract/agreement by either party shall be subject to force majeure, which includes but is not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder or protests, unauthorized strikes, governmental act, order, regulation, suggestion or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases), curtailment of transportation facilities or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones (i) prevent, dissuade or unreasonably delay at least twenty-five percent (25%) of prospective attendees from appearing at the venue or (ii) make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of this contract/agreement. In the event of force majeure, this contract/agreement may be cancelled by either party, within 72 hours without liability, damages, fees or penalty, and any deposits and unearned amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

The undersigned hereby agrees to the Terms, Conditions and Charges stated herein and acknowledges receipt of a copy of this Rental Contract.

Christy Price / Cedric Martin  
RENTER

Christy Price & Cedric Martin

By: \_\_\_\_\_ Date: 3/10/26

APPROVED AS TO FORM: SUBJECT TO COMMISSIONER'S COURT APPROVAL

By: \_\_\_\_\_ Date: 3/10/26  
WASHINGTON COUNTY EXPO DIRECTOR

APPROVED BY COMMISSIONERS COURT

By: John Dammeyer  
COUNTY JUDGE Date: 3/17/2026



**Washington County Expo**  
 1305 East Blue Bell Road, Suite 115 Brenham, Texas 77833  
 Telephone: (979) 836-2299 Fax: (979) 277-6223  
 Website: <http://www.Washingtoncountyexpo.com> Email: [washcoexpo@wacounty.com](mailto:washcoexpo@wacounty.com)

REF#2814

**RENTAL AND REGULATIONS CONTRACT**

**PARTIES TO THE CONTRACT:**

Organization or Individual (renter) TPWD & SCTPBA  
 Contact Person(s) for Organization Stephanie Damron & Trey Granger  
 (THESE INDIVIDUALS WILL BE LIABLE FOR THE ORGANIZATION)  
 Phone Number: 979-277-6297  
 Email Address: stephanie.damron@tpwd.texas.gov  
 Mailing Address: 1305 East Blue Bell Rd., Brenham, TX 77833

Title of Event: South Central Texas Prescribed Burn Association (SCTPBA) Annual Meeting - REF#2814

This contract is between the Renter, named above and the Washington County Expo, herein after referred to as EXPO.

**DATES TO BE RENTED: (time is when renter arrives & leaves)**

SET UP: Month/Day: 5/29 - FRI Year: 2026 Time: as needed if available  
 EVENT: Month/Day: 5/30 - SAT Year: 2026 Time: 8:00 am - 6:00 pm  
 CLEAN UP: Month/Day: \_\_\_\_\_ Year: \_\_\_\_\_ Time: \_\_\_\_\_

**SPACES TO BE LEASED AND FEES: (ONLY THOSE INCLUDED IN CALCULATION WILL BE UNDER CONTRACT)**

- |   |  |
|---|--|
| 1. Event Center : \$ _____              | 10. Sales Facility Bldg. : \$ <u>600.00 - \$500.00 = \$100.00 Donation</u> |
| 2. Horse Stalls : \$ _____              | Downstairs only : \$ _____   |
| 3. Rodeo Arena : \$ _____               | Upstairs only : \$ _____   |
| 4. Commercial Exhibits Bldg. : \$ _____ | 11. Food Court :\$ _____   |
| 5. Entertainment Center : \$ _____      | 12. V.I.P.Room: \$ _____   |
| 6. Livestock Barn #1 : \$ _____         | 13. Camper pads: _____   |
| 7. Livestock Barn #2 : \$ _____         | 14. Tractor & Drag: _____  |
| 8. Livestock Barn #3 : \$ _____         | 15. Clean Up Fee: \$ _____   |
| 9. Sign Fee : \$ _____                  |  |
| 10. Beer Barn: \$ _____                 | TOTAL RENTAL FEES: \$ <u>100.00</u>  |
| Carnival & Rodeo: _____                 | GRAND TOTAL OWED: \$ <u>100.00</u>   |
| Rabbit Barn: _____                      | AMOUNT: \$ _____   |
| Dumpster *Per Dump: _____               | AMOUNT: \$ <u>100.00</u>   |
| *DEPOSIT DUE DATE: _____                |  |
| BALANCE DUE DATE: <u>3/12/26</u>        |  |

\*DEPOSIT: A Date Hold/Damage deposit will be due within two weeks of booking. The deposit to hold the venue/date is non refundable if cancelled within two weeks of your event. 50% is retained if cancellation is made 30 to 15 days prior to the start of rental date. The Damage deposit is refundable provided the venue is returned in same condition as tendered and the Post Event Checklist has been completed. If the rental fee is less than \$100.00, balance is due in full. (stand-alone restroom facilities are included in the rental of all facilities except the buildings that have their own restroom facilities)

**1. AREAS NOT UNDER CONTRACT:**

Only areas and facilities leased shall be used by renter. Use of other areas not under lease will result in a breach of this contract and additional costs associated with the used areas not under lease will be assessed.

**2. CLEAN-UP:**

The renter is responsible for clean-up. Clean-up must be completed following renter's event unless stated differently in the contract. The leased property must be cleaned in a manner approved by the EXPO and the leased property left in the condition in which it was rented. If the renter chooses not to clean-up at the time of the negotiation of the lease, a fee will be assessed by the EXPO and included in the contract.

**3. CONCESSIONS:**

Food, Drink, Games, Tack, and Other Concessions can be arranged directly with renter.

Liquor Liability Insurance is required if alcoholic beverages are sold. EXPO and Washington County must be listed as additional insured. A copy of the Liquor Liability Insurance policy must be attached to this contract. TABC Rules and Regulations must be followed.

**4. DAMAGE TO FAIR PROPERTY:**

The renter is held responsible for any damages to buildings or property. Any repairs made as a result of any damages will be made by Expo and charged to the renter. The \$300.00 Damage/Cleanup deposit will be applied to any repairs having to be made. A separate money order, cashier's check or cash must be submitted for the deposit. If repairs exceed the deposit, the renter is responsible for the remaining amount. If there are no damages to be repaired or cleanup to be done by the EXPO, the deposit will be refunded within 5 business days.

**5. INSURANCE:**

Renter will be liable for any lawsuit arising out of an incident that occurred at renter's event. Renter is not covered under Washington County's general liability insurance. Washington County is not responsible for providing legal counsel for renter. Renter also agrees to indemnify Washington County against any costs, damages or liability arising out of the use of the Expo or the County's Facilities, including attorney's fees. If renter chooses to purchase liability insurance for their event, a copy of that policy shall be provided to the EXPO prior to the event.

\*Certain events held on the property will be required to have insurance by the EXPO and if required renter must provide EXPO a copy of the insurance policy for the event.

**6. KEYS:**

Keys will be issued to the renter on the day of their event setup unless setup is on a weekend then it will be the last business day before setup. If no setup is required, keys will be issued to the renter on the last business day prior to a weekend event and on the day of the event held during the week. All keys will be signed for and should keys not be returned to the Expo Office within two (2) days of the event a \$25.00 charge will be added. A \$50.00 replacement fee will be applied to any set of keys which are lost, stolen or broken while in possession of the renter.

**7. SECURITY:**

Security is not needed for this event as determined by the EXPO.

Security is needed for this event and the number of security officers and the type of security officers have been approved by the EXPO through the Expo Director or his agent.

**8. SPECIAL REQUIREMENTS:**

All buildings are rented as is. Washington County makes no warranties, expressed or implied, regarding the suitability of the premises for a particular purpose. It is the renter's responsibility to inspect the premises and determine their suitability for renter's intended use.

**9. PAYMENT/DAMAGES:**

All balances due are payable on or before date stated in the contract. Amounts not paid within such time are subject to an additional charge of five percent (5%) per month until paid, which the parties agree is a reasonable amount of liquidated damages.

**10. COMMISSIONERS APPROVAL:**

Renter understands that this agreement is subject to Washington County Commissioners Court approval and may only be amended with their approval.

11. Renter also agrees to obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Premises.

12. Renter understands that by renting the County Property it does not become an arm of the government and is only an independent contractor.

**13. POLICY GUIDE:**

Renter understands that by signing they have read the Washington County Expo Policy Guide and agree to follow the policies as outlined.

**14. CANCELLATION POLICY:**

All cancellations are subject to a \$100.00 processing fee, if a cancellation is made 30 to 15 days prior to the start of the rental date 50% of the deposit will be retained. For all cancellations 14 days or less prior to the start of the contracted period there will be no refunds. Should a request for rescheduling occur there will be \$100.00 fee assessed.

**15. INSPECTION OF EVENT:**

Renter agrees that the Expo Director or his agent on behalf of the EXPO may enter the renter's event at any time to insure the contract has not been breached.

**16. LAW VIOLATIONS:**

Any violation of any criminal law of the state of Texas or city ordinance by any participant of the event which occurs on the Expo property will be considered a breach of this contract.

**17. BREACH OF CONTRACT:**

Any violation of the terms of this contract will be considered a breach of this contract. Incorrect information provided in this contract, the activity request form or provided to the Expo Director or his agent will be considered a breach of this contract. Renter's event will immediately be cancelled, if renter breaches this contract. No refund of any kind will be made.

**18. DECLARED DISASTER or PANDEMIC:**

Performance of this contract/agreement by either party shall be subject to force majeure, which includes but is not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder or protests, unauthorized strikes, governmental act, order, regulation, suggestion or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases), curtailment of transportation facilities or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones (i) prevent, dissuade or unreasonably delay at least twenty-five percent (25%) of prospective attendees from appearing at the venue or (ii) make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of this contract/agreement. In the event of force majeure, this contract/agreement may be cancelled by either party, within 72 hours without liability, damages, fees or penalty, and any deposits and unearned amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

The undersigned hereby agrees to the Terms, Conditions and Charges stated herein and acknowledges receipt of a copy of this Rental Contract.

Stephanie M. Damron Digitally signed by Stephanie M. Damron  
Date: 2026.03.06 08:04:55 -05'00'


Stephanie Damron

3/6/26

RENTER

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

**APPROVED AS TO FORM: SUBJECT TO COMMISSIONER'S COURT APPROVAL**

By:  \_\_\_\_\_ Date: 3/6/26  
WASHINGTON COUNTY EXPO DIRECTOR

**APPROVED BY COMMISSIONERS COURT**

By:  \_\_\_\_\_ Date: 3/17/2026  
COUNTY JUDGE



Washington County Expo
1305 East Blue Bell Road, Suite 115 Brenham, Texas 77833
Telephone: (979) 836-2299 Fax: (979) 277-6223
Website: http://www.Washingtoncountyexpo.com Email: washcoexpo@wacounty.com

REF# 2816

RENTAL AND REGULATIONS CONTRACT

PARTIES TO THE CONTRACT:

Organization or Individual (renter) Washington County CattleWomen
Contact Person(s) for Organization Allison Bentke; Dot Borchart; Kori Koehn; Lauren Whitlock; Pam Zibilski; Pam Bolhe
(THese INDIVIDUALS WILL BE LIABLE FOR THE ORGANIZATION)
Phone Number: 979-830-3850 (Allison)
Email Address: allisonbentke@gmail.com
Mailing Address: P.O. Box 1234, Brenham, TX 77834-2531

Title of Event: Drive Thru - REF# 2816

This contract is between the Renter, named above and the Washington County Expo, herein after referred to as EXPO.

DATES TO BE RENTED: (time is when renter arrives & leaves)

SET UP: Month/Day: 5/4 (MON) Year: 2026 Time: after 4:00 pm
EVENT: Month/Day: 5/5 (TUE) Year: 2026 Time: 8:00 am - 7:00 pm Event is 4 pm - 6 pm
CLEAN UP: Month/Day: 5/5 (TUE) Year: 2026 Time: post event

SPACES TO BE LEASED AND FEES: (ONLY THOSE INCLUDED IN CALCULATION WILL BE UNDER CONTRACT)

- 1. Event Center : \$
2. Horse Stalls : \$
3. Rodeo Arena : \$
4. Commercial Exhibits Bldg. : \$
5. Entertainment Center : \$
6. Livestock Barn #1 : \$
7. Livestock Barn #2 : \$
8. Livestock Barn #3 : \$
9. Sign Fee : \$
10. Beer Barn: \$
Carnival & Rodeo:
Rabbit Barn:
Dumpster \*Per Dump:
10. Sales Facility Bldg. : \$
Downstairs only : \$
Upstairs only : \$
11. Food Court :\$ 200.00
12. V.I.P.Room: \$
13. Camper pads:
14. Tractor & Drag:
15. Clean Up Fee: \$
TOTAL RENTAL FEES: \$200.00
GRAND TOTAL OWED: \$ 200.00

\*DEPOSIT DUE DATE: 3/18/26
BALANCE DUE DATE: 4/21/26

AMOUNT: \$ 100.00
AMOUNT: \$ 100.00

\*DEPOSIT: A Date Hold/Damage deposit will be due within two weeks of booking. The deposit to hold the venue/date is non refundable if cancelled within two weeks of your event. 50% is retained if cancellation is made 30 to 15 days prior to the start of rental date. The Damage deposit is refundable provided the venue is returned in same condition as tendered and the Post Event Checklist has been completed. If the rental fee is less than \$100.00, balance is due in full. (stand-alone restroom facilities are included in the rental of all facilities except the buildings that have their own restroom facilities)

**1. AREAS NOT UNDER CONTRACT:**

Only areas and facilities leased shall be used by renter. Use of other areas not under lease will result in a breach of this contract and additional costs associated with the used areas not under lease will be assessed.

**2. CLEAN-UP:**

The renter is responsible for clean-up. Clean-up must be completed following renter's event unless stated differently in the contract. The leased property must be cleaned in a manner approved by the EXPO and the leased property left in the condition in which it was rented. If the renter chooses not to clean-up at the time of the negotiation of the lease, a fee will be assessed by the EXPO and included in the contract.

**3. CONCESSIONS:**

Food, Drink, Games, Tack, and Other Concessions can be arranged directly with renter.

Liquor Liability Insurance is required if alcoholic beverages are sold. EXPO and Washington County must be listed as additional insured. A copy of the Liquor Liability Insurance policy must be attached to this contract. TABC Rules and Regulations must be followed.

**4. DAMAGE TO FAIR PROPERTY:**

The renter is held responsible for any damages to buildings or property. Any repairs made as a result of any damages will be made by Expo and charged to the renter. The \$300.00 Damage/Cleanup deposit will be applied to any repairs having to be made. A separate money order, cashier's check or cash must be submitted for the deposit. If repairs exceed the deposit, the renter is responsible for the remaining amount. If there are no damages to be repaired or cleanup to be done by the EXPO, the deposit will be refunded within 5 business days.

**5. INSURANCE:**

Renter will be liable for any lawsuit arising out of an incident that occurred at renter's event. Renter is not covered under Washington County's general liability insurance. Washington County is not responsible for providing legal counsel for renter. Renter also agrees to indemnify Washington County against any costs, damages or liability arising out of the use of the Expo or the County's Facilities, including attorney's fees. If renter chooses to purchase liability insurance for their event, a copy of that policy shall be provided to the EXPO prior to the event.

\*Certain events held on the property will be required to have Insurance by the EXPO and if required renter must provide EXPO a copy of the insurance policy for the event.

**6. KEYS:**

Keys will be issued to the renter on the day of their event setup unless setup is on a weekend then it will be the last business day before setup. If no setup is required, keys will be issued to the renter on the last business day prior to a weekend event and on the day of the event held during the week. All keys will be signed for and should keys not be returned to the Expo Office within two (2) days of the event a \$25.00 charge will be added. A \$50.00 replacement fee will be applied to any set of keys which are lost, stolen or broken while in possession of the renter.

**7. SECURITY:**

Security is not needed for this event as determined by the EXPO.

Security is needed for this event and the number of security officers and the type of security officers have been approved by the EXPO through the Expo Director or his agent.

**8. SPECIAL REQUIREMENTS:**

All buildings are rented as is. Washington County makes no warranties, expressed or implied, regarding the suitability of the premises for a particular purpose. It is the renter's responsibility to inspect the premises and determine their suitability for renter's Intended use.

**9. PAYMENT/DAMAGES:**

All balances due are payable on or before date stated in the contract. Amounts not paid within such time are subject to an additional charge of five percent (5%) per month until paid, which the parties agree is a reasonable amount of liquidated damages.

**10. COMMISSIONERS APPROVAL:**

Renter understands that this agreement is subject to Washington County Commissioners Court approval and may only be amended with their approval.

**11.** Renter also agrees to obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Premises.

**12.** Renter understands that by renting the County Property it does not become an arm of the government and is only an Independent contractor.

**13. POLICY GUIDE:**

Renter understands that by signing they have read the Washington County Expo Policy Guide and agree to follow the policies as outlined.

**14. CANCELLATION POLICY:**

All cancellations are subject to a \$100.00 processing fee, if a cancellation is made 30 to 15 days prior to the start of the rental date 50% of the deposit will be retained. For all cancellations 14 days or less prior to the start of the contracted period there will be no refunds. Should a request for rescheduling occur there will be \$100.00 fee assessed.

**15. INSPECTION OF EVENT:**

Renter agrees that the Expo Director or his agent on behalf of the EXPO may enter the renter's event at any time to insure the contract has not been breached.

**16. LAW VIOLATIONS:**

Any violation of any criminal law of the state of Texas or city ordinance by any participant of the event which occurs on the Expo property will be considered a breach of this contract.

**17. BREACH OF CONTRACT:**

Any violation of the terms of this contract will be considered a breach of this contract. Incorrect information provided in this contract, the activity request form or provided to the Expo Director or his agent will be considered a breach of this contract. Renter's event will immediately be cancelled, if renter breaches this contract. No refund of any kind will be made.

**18. DECLARED DISASTER or PANDEMIC:**

Performance of this contract/agreement by either party shall be subject to force majeure, which includes but is not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder or protests, unauthorized strikes, governmental act, order, regulation, suggestion or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases), curtailment of transportation facilities or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones (i) prevent, dissuade or unreasonably delay at least twenty-five percent (25%) of prospective attendees from appearing at the venue or (ii) make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of this contract/agreement. In the event of force majeure, this contract/agreement may be cancelled by either party, within 72 hours without liability, damages, fees or penalty, and any deposits and unearned amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

The undersigned hereby agrees to the Terms, Conditions and Charges stated herein and acknowledges receipt of a copy of this Rental Contract.

By: Allison Bentke Date: 3/5/2026  
Allison Bentke RENTER

APPROVED AS TO FORM: SUBJECT TO COMMISSIONER'S COURT APPROVAL

By: [Signature] Date: 3/5/26  
WASHINGTON COUNTY EXPO DIRECTOR

APPROVED BY COMMISSIONERS COURT

By: John Durnberger Date: 3/17/2026  
COUNTY JUDGE



**Washington County Expo**  
 1305 East Blue Bell Road, Suite 115 Brenham, Texas 77833  
 Telephone: (979) 836-2299 Fax: (979) 277-6223  
 Website: <http://www.Washingtoncountyexpo.com> Email: [washcoexpo@wacounty.com](mailto:washcoexpo@wacounty.com)

REF# 2815

**RENTAL AND REGULATIONS CONTRACT**

**PARTIES TO THE CONTRACT:**

Organization or Individual (renter) The Fortnightly Club of Brenham  
 Contact Person(s) for Organization Paula Blazek  
 (THESE INDIVIDUALS WILL BE LIABLE FOR THE ORGANIZATION)  
 Phone Number: 409-658-7982  
 Email Address: bmt77702@gmail.com  
 Mailing Address: P.O. Box 2531, Brenham, TX 77834-2531

Title of Event: Fortnightly Annual Used Book Sale - REF# 2815

This contract is between the Renter, named above and the Washington County Expo, herein after referred to as EXPO.

**DATES TO BE RENTED:** (time is when renter arrives & leaves)

SET UP: Month/Day: 2/8-2/14 Year: 2027 Time: 8:00 am - 5:00 pm  
 EVENT: Month/Day: 2/15-2/20 Year: 2027 Time: 8:00 am - 6:00 pm  
 CLEAN UP: Month/Day: 2/21-2/23 Year: 2027 Time: 8:00 am - 5:00 pm

**SPACES TO BE LEASED AND FEES:** (ONLY THOSE INCLUDED IN CALCULATION WILL BE UNDER CONTRACT)

- |  |   |
|--|---|
| 1. Event Center : \$ _____   | 10. Sales Facility Bldg. : \$ _____                           |
| 2. Horse Stalls : \$ _____   | Downstairs only : \$ _____                                    |
| 3. Rodeo Arena : \$ _____  | Upstairs only : \$ _____                                      |
| 4. Commercial Exhibits Bldg. : \$ <u>100 x (16) days = \$1600.00</u> | 11. Food Court :\$ _____                                      |
| 5. Entertainment Center : \$ _____                                   | 12. V.I.P. Room: \$ _____                                     |
| 6. Livestock Barn #1 : \$ _____                                      | 13. Camper pads: _____  |
| 7. Livestock Barn #2 : \$ _____                                      | 14. Tractor & Drag: _____                                     |
| 8. Livestock Barn #3 : \$ _____                                      | 15. Clean Up Fee: \$ _____                                    |
| 9. Sign Fee : \$ _____   | (40) tables provided - (37) Add'l Tables x \$10 = \$370.00    |
| 10. Beer Barn: \$ _____  | <b>TOTAL RENTAL FEES: \$ <u>1,600.00 + \$370 (Tables)</u></b> |
| Carnival & Rodeo: _____  | <b>GRAND TOTAL OWED: \$ <u>1,970.00</u></b>                   |
| Rabbit Barn: _____   |   |
| Dumpster *Per Dump: _____  |   |

\*DEPOSIT DUE DATE: 3/13/26

BALANCE DUE DATE: one week post event

AMOUNT: \$ 985.00

AMOUNT: \$ 985.00

\*DEPOSIT: A Date Hold/Damage deposit will be due within two weeks of booking. The deposit to hold the venue/date is non refundable if cancelled within two weeks of your event. 50% is retained if cancellation is made 30 to 15 days prior to the start of rental date. The Damage deposit is refundable provided the venue is returned in same condition as tendered and the Post Event Checklist has been completed. If the rental fee is less than \$100.00, balance is due in full. (stand-alone restroom facilities are included in the rental of all facilities except the buildings that have their own restroom facilities)

**1. AREAS NOT UNDER CONTRACT:**

Only areas and facilities leased shall be used by renter. Use of other areas not under lease will result in a breach of this contract and additional costs associated with the used areas not under lease will be assessed.

**2. CLEAN-UP:**

The renter is responsible for clean-up. Clean-up must be completed following renter's event unless stated differently in the contract. The leased property must be cleaned in a manner approved by the EXPO and the leased property left in the condition in which it was rented. If the renter chooses not to clean-up at the time of the negotiation of the lease, a fee will be assessed by the EXPO and included in the contract.

**3. CONCESSIONS:**

Food, Drink, Games, Tack, and Other Concessions can be arranged directly with renter.

Liquor Liability Insurance is required if alcoholic beverages are sold. EXPO and Washington County must be listed as additional insured. A copy of the Liquor Liability Insurance policy must be attached to this contract. TABC Rules and Regulations must be followed.

**4. DAMAGE TO FAIR PROPERTY:**

The renter is held responsible for any damages to buildings or property. Any repairs made as a result of any damages will be made by Expo and charged to the renter. The \$300.00 Damage/Cleanup deposit will be applied to any repairs having to be made. A separate money order, cashier's check or cash must be submitted for the deposit. If repairs exceed the deposit, the renter is responsible for the remaining amount. If there are no damages to be repaired or cleanup to be done by the EXPO, the deposit will be refunded within 5 business days.

**5. INSURANCE:**

Renter will be liable for any lawsuit arising out of an incident that occurred at renter's event. Renter is not covered under Washington County's general liability insurance. Washington County is not responsible for providing legal counsel for renter. Renter also agrees to indemnify Washington County against any costs, damages or liability arising out of the use of the Expo or the County's Facilities, including attorney's fees. If renter chooses to purchase liability insurance for their event, a copy of that policy shall be provided to the EXPO prior to the event.

\*Certain events held on the property will be required to have insurance by the EXPO and if required renter must provide EXPO a copy of the insurance policy for the event.

**6. KEYS:**

Keys will be issued to the renter on the day of their event setup unless setup is on a weekend then it will be the last business day before setup. If no setup is required, keys will be issued to the renter on the last business day prior to a weekend event and on the day of the event held during the week. All keys will be signed for and should keys not be returned to the Expo Office within two (2) days of the event a \$25.00 charge will be added. A \$50.00 replacement fee will be applied to any set of keys which are lost, stolen or broken while in possession of the renter.

**7. SECURITY:**

Security is not needed for this event as determined by the EXPO.

Security is needed for this event and the number of security officers and the type of security officers have been approved by the EXPO through the Expo Director or his agent.

**8. SPECIAL REQUIREMENTS:**

All buildings are rented as is. Washington County makes no warranties, expressed or implied, regarding the suitability of the premises for a particular purpose. It is the renter's responsibility to inspect the premises and determine their suitability for renter's intended use.

**9. PAYMENT/DAMAGES:**

All balances due are payable on or before date stated in the contract. Amounts not paid within such time are subject to an additional charge of five percent (5%) per month until paid, which the parties agree is a reasonable amount of liquidated damages.

**10. COMMISSIONERS APPROVAL:**

Renter understands that this agreement is subject to Washington County Commissioners Court approval and may only be amended with their approval.

11. Renter also agrees to obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Premises.

12. Renter understands that by renting the County Property it does not become an arm of the government and is only an independent contractor.

**13. POLICY GUIDE:**

Renter understands that by signing they have read the Washington County Expo Policy Guide and agree to follow the policies as outlined.

**14. CANCELLATION POLICY:**

All cancellations are subject to a \$100.00 processing fee, if a cancellation is made 30 to 15 days prior to the start of the rental date 50% of the deposit will be retained. For all cancellations 14 days or less prior to the start of the contracted period there will be no refunds. Should a request for rescheduling occur there will be \$100.00 fee assessed.

**15. INSPECTION OF EVENT:**

Renter agrees that the Expo Director or his agent on behalf of the EXPO may enter the renter's event at any time to insure the contract has not been breached.

**16. LAW VIOLATIONS:**

Any violation of any criminal law of the state of Texas or city ordinance by any participant of the event which occurs on the Expo property will be considered a breach of this contract.

**17. BREACH OF CONTRACT:**

Any violation of the terms of this contract will be considered a breach of this contract. Incorrect information provided in this contract, the activity request form or provided to the Expo Director or his agent will be considered a breach of this contract. Renter's event will immediately be cancelled, if renter breaches this contract. No refund of any kind will be made.

**18. DECLARED DISASTER or PANDEMIC:**

Performance of this contract/agreement by either party shall be subject to force majeure, which includes but is not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder or protests, unauthorized strikes, governmental act, order, regulation, suggestion or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases), curtailment of transportation facilities or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones (i) prevent, dissuade or unreasonably delay at least twenty-five percent (25%) of prospective attendees from appearing at the venue or (ii) make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of this contract/agreement. In the event of force majeure, this contract/agreement may be cancelled by either party, within 72 hours without liability, damages, fees or penalty, and any deposits and unearned amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

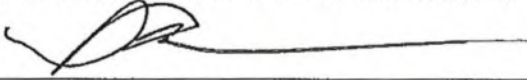
The undersigned hereby agrees to the Terms, Conditions and Charges stated herein and acknowledges receipt of a copy of this Rental Contract.

  
\_\_\_\_\_  
RENTER

Paula Blazek

By: \_\_\_\_\_ Date: 3/4/2026

**APPROVED AS TO FORM: SUBJECT TO COMMISSIONER'S COURT APPROVAL**

By:  \_\_\_\_\_ Date: 3/4/26  
WASHINGTON COUNTY EXPO DIRECTOR

**APPROVED BY COMMISSIONERS COURT**

By:  \_\_\_\_\_ Date: 3/17/2026  
COUNTY JUDGE

# AIA® Document A133® – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the 26th day of November in the year 2025.  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Washington County  
100 East Main Street  
Suite 102  
Brenham, Texas 77833

and the Construction Manager:  
*(Name, legal status, address, and other information)*

Collier Construction, LLC  
1601 Highway 290 West  
P.O. Box 1889  
Brenham, Texas 77833

for the following Project:  
*(Name, location, and detailed description)*

Washington County Expo  
1305 East Blue Bell Road  
Brenham, Texas 77833

The Architect:  
*(Name, legal status, address, and other information)*

PlanNorth Architectural Co.  
107 South Baylor Street  
Brenham, Texas 77833

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

As set forth in RFP No. WC25-101725

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

As set forth in RFP No. WC25-101725

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

To be Determined

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
As agreed upon between Owner and Design Team
- .2 Construction commencement date:  
As determined by each Guaranteed Maximum Price Amendment
- .3 Substantial Completion date or dates:  
As determined by each Guaranteed Maximum Price Amendment
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

n/a

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

n/a

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

n/a

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Commissioner Misti Corn  
Washington County Commissioner's Court  
1305 E. Blue Bell Rd.  
Brenham, Texas 77833

Commissioner Kirk Hanath  
Washington County Commissioner's Court  
1305 E. Blue Bell Rd.  
Brenham, Texas 77833

Commissioner Dustin Majewski  
Washington County Commissioner's Court  
100 E. Main, Suite 104

mit.

Brenham, Texas 77833

Judge John Durrenberger  
Washington County Judge  
100 E. Main, Suite 104  
Brenham, Texas 77833

Harrison Williams, Expo Director  
Washington County Expo  
1305 E. Blue Bell Rd.  
Brenham, Texas 77833

Carrie Marmal, Chief of Staff  
Washington County Commissioner's Court  
100 E. Main, Suite 104  
Brenham, Texas 77833

Specific project representative to be identified at time of each GMP Amendment.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*

PlanNorth Architectural Co.  
107 South Baylor, Brenham, Texas 77833

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

To be Determined

.2 Civil Engineer:

To be determined at the time of each GMP Proposal

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

To be determined at the time of each GMP Proposal

§ 1.1.11 The Architect's representative:  
*(List name, address, and other contact information.)*

Katie Burch, AIA  
PlanNorth Architectural Co.  
107 South Baylor

init.

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Brenham, Texas 77833

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Clayton Collier  
Collier Construction, LLC  
P.O. Box 1889  
Brenham, Texas 77833

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
*(List any Owner-specific requirements to be included in the staffing plan.)*

n/a

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

As required in Chapter 2269, Subchapter F of the Texas Government Code.

§ 1.1.15 Other Initial Information on which this Agreement is based:

n/a

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner,

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information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Notwithstanding anything in this Section 3.1 to the contrary, it is expressly agreed that the Architect will not have decision making authority regarding monetary or budget decisions as it relates to the Preconstruction Phase. However, the Architect will be involved and have authority regarding any matters concerning Contract Documents and design intent (including the public health, safety, and welfare). On matters other than Contract Documents and design intent, (including the Preconstruction Phase) the Architect may review and advise the Owner at the Owner's request, but the Owner shall retain the ultimate decision making authority.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

Init.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, including Chapter 2269 Subchapter F of the Texas Government Code, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

**§ 3.15 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect or Owner may require.

**§ 3.2 Guaranteed Maximum Price Proposal**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

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.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs. The Owner and Construction Manager may agree to multiple, separate Guaranteed Maximum Price Amendments for the Project in order to accommodate phasing or early release packages for the Project.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Since the Owner is a tax exempt entity, no sales tax or other tax from which the Owner is exempt shall be included in the proposal or any portion of the Cost of the Work, except where required by law.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

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### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement. Notwithstanding anything to the contrary contained in this Agreement or in the AIA Document A201-2017, it is expressly agreed that the Architect will not have decision making authority regarding contractual disputes between Owner and Contractor, monetary decisions, Contract Time or contract extensions, approval of pay applications, payments, project modifications regarding contract time or contract price, or Change Orders. However, the Architect will be involved and have authority regarding any matters concerning compliance with Contract Documents and design intent (including the public health, safety, and welfare), submittal review, requests for information, review of project closeout documents, and identification/review of punch list items. On other matters, the Architect may review and advise the Owner at the Owner's request, but the Owner shall retain the ultimate decision making authority. In addition, the Owner will also have ultimate decision making authority regarding determination of substantial completion/final completion.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Twelve Thousand per year (12,000.00/year)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

n/a

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as

sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation shall be equitably adjusted.

#### § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice to Owner and Commissioner's Court. Amounts unpaid thirty ( 30 ) days after the date approved by the Commissioner's Court shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

5 % five percent

### ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

#### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Construction Manager Fee: 2.15% of the Cost of the Work

General Conditions Fee: 4.32% of the Cost of the Work. The items included in the General Conditions Fee are as stated in Collier Construction's Proposal on the Fee Proposal Form dated October 23, 2025, page 51 of 57.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee will be unchanged for changes in the work. However, in the event to any substantial decrease in the contract sum, the Construction Manager's fee will be subject to an equitable adjustment, as determined at the time of each GMP Amendment

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

As approved by Commissioner's Court.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( 100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Liquidated damages for each project and/or each separate amendment shall not exceed \$500.00 per day and shall be the sole and exclusive remedy to the Owner for any delays not documented by the Construction Manager at Risk.

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

n/a

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## § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

## § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Architect will review any Changes in the Work for design intent (including the public health, safety, and welfare) as it relates to the Contract Documents. The Owner shall retain the ultimate decision making authority for purposes of monetary decisions including approval of the Changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

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*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

To be determined at the time of each GMP Amendment.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

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*(Paragraphs deleted)*

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

*(Paragraph deleted)*

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in

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which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

#### ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the

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Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of five years after final payment, or for such longer period as may be required by law.

#### ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

##### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Commissioner's Court not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the thirtieth day of the same month. If an Application for Payment is received by the Commissioner's Court after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Commissioner's Court receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent 5%

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§ 11.1.8.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

n/a

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

n/a

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

n/a

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will

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either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

#### § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

5 % five percent

### ARTICLE 12 DISPUTE RESOLUTION

#### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, on decisions regarding any matters concerning compliance with Contract Documents and design intent (including the public health, safety, and welfare). Notwithstanding anything to the contrary contained in this Agreement or in the AIA Document A201-2017, "Initial Decision Maker" will be Misti Corn, Dustin Majewski or Kirk Hanath for any issue pertaining to contract price or contract time, or any monetary decision. Any decision to be made pertaining to contract price, or contract time or any monetary decision shall be mutually agreed upon by the Contractor and Owner, or if no such agreement can be reached, the issue shall be handled under the procedures described in Article 15 of AIA Document A201-2017. "Initial Decision Maker" to be identified at the time of each GMP Amendment.

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## § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: (Specify)

Mediation

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- 1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- 2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- 3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

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under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination,

### § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

#### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

#### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

#### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

n/a

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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**§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

*(Paragraph deleted)*

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

**Coverage**

**Limits**

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

n/a

§ 14.5 Other provisions:

In the event of any conflicts between this agreement and A201-207 or any other document, this Agreement, along with each Guaranteed Maximum Price Amendment, shall govern.

The Guaranteed Maximum Price will include a contingency and is established by the Construction Manager to cover costs from unforeseen details, costs, or causes, which can reasonably occur during construction. Example of costs include, but are not limited to, pumping, temporary roads or services due to inclement weather or otherwise, correction of minor defects, expediting materials, overcoming delays in deliveries, labor and material overruns, overtime necessary to meet the schedule, corrections in work after reasonable attempts to require the responsible subcontractor have failed, additional costs relating to subcontractor defaults, including but not limited to warranty, non-payment, non-performance, etc... provided such default is not due to actions of the Construction Manager.

The Construction Manager may utilize the construction contingency for any costs associated with construction without the necessity of a change order, without any need to change the Guaranteed Maximum Price, and without constituting any Change Order for the work. Each contingency expense authorization shall be approved by the Owner. Such approval shall not be unreasonably withheld. Expenses shall be submitted as they occur (at monthly meeting).

All net savings from contingency and/or allowances realized during construction will be available for use in the same manner as the construction contingency amount as reflected on the schedule of values. All net savings at completion of project shall be returned to the Owner 100%.

The Construction Manager's Fee and General Conditions Fee as stated in 6.1.2 are based on an anticipated average monthly billing of approximately \$800,000. In the event a proposed Guaranteed Maximum Price amount varies substantially from said average monthly billing, an equitable adjustment to the fees stated in 6.1.2 will be negotiated and agreed to prior to execution of that certain Guaranteed Maximum Price Amendment.

The project is exempt from sales tax.

Notwithstanding anything to the contrary contained in this Agreement or in the AIA Document A201-2017, it is expressly agreed that the Architect will not have decision making authority regarding contractual disputes between Owner and Contractor, regarding monetary decisions, Contract Time or contract extensions, approval of pay applications, payments, project modifications regarding contract time or contract price, or Change Orders. However, the Architect will be involved and have authority during the Construction Phase regarding any matters concerning design and aesthetics, including submittal review, requests for information, review of project closeout documents, and identification/review of punch list items. On matters other than design and aesthetics, the Architect may review and advise the Owner at the Owner's request, but the Owner shall retain the ultimate decision making authority, subject to the provisions of Article 12. In addition, the Owner will also have ultimate decision making authority regarding determination of substantial completion/final completion.

## ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

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§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment - Sample
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds - Sample
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .6 Other Exhibits:  
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)


Supplementary and other Conditions of the Contract:


Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Please refer to Exhibit "A" – Guaranteed Maximum Price Amendment" – Sample  
 Please refer to Exhibit "B" – Certificate of Insurance" – Sample  
 Please refer to Exhibit "C" – Payment Application – Sample  
 Please refer to Exhibit "D" – Project Modification Proposal – Sample  
 Please refer to Exhibit "E" – Change Order – Sample  
 Please refer to Exhibit "F" – Substantial Completion – Sample  
 Please refer to Exhibit "G" – Allowance Expenditure Authorization - Sample

This Agreement is entered into as of the day and year first written above.

  
 \_\_\_\_\_  
 OWNER (Signature)  
 JOHN DURRENBERGER  
 \_\_\_\_\_  
 (Printed name and title)

  
 \_\_\_\_\_  
 CONSTRUCTION MANAGER (Signature)  
 Clayton Culler MFR  
 \_\_\_\_\_  
 (Printed name and title)

Init.



**AIA**<sup>®</sup>

# Document A133<sup>®</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment - SAMPLE

This Amendment dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, is incorporated into the accompanying AIA Document A133<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of November in the year 2025 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**  
*(Name and address or location)*

Washington County Expo  
1305 East Blue Bell Road  
Brenham, Texas 77833

**THE OWNER:**  
*(Name, legal status, and address)*

Washington County  
100 East Main Street, Suite 102  
Brenham, Texas 77833

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

Collier Construction, LLC  
P.O. Box 1889  
Brenham, Texas 77833

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ \_\_\_\_\_), subject to additions and deductions by Change Order as provided in the Contract Documents.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

**§ A.1.1.6** Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ A.2.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- The date of execution of this Amendment.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

Init.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
------	-------

Init.


§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

  
OWNER (Signature)  
JOHN DURRENBERGER  
(Printed name and title)

  
CONSTRUCTION MANAGER (Signature)  
Clayton Collins MGR  
(Printed name and title)

Init.

Client#: 47486

Exhibit B - COI SAMPLE

COLLICON2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (The Nitsche Group), INSURED (Collier Construction, LLC), CONTACT NAME (Katherine Schneider), and INSURER(S) AFFORDING COVERAGE (Phoenix Insurance Company, Travelers Property Casualty Co of Am, Charter Oak Fire Insurance Company, The Hanover Insurance Company, Travelers Indemnity Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Builder's Risk.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: CMAR for Washington County, 100 East Main Street, Suite 102, Brenham, Texas 77833

Table with CERTIFICATE HOLDER (Washington County, Texas) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)

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## DESCRIPTIONS (Continued from Page 1)

As per policy provision the general liability policy contains an endorsement with Primary and Noncontributory wording when required by written contract.  
General liability, auto and workers compensation policies include(s) a 30 Days Notice of Cancellation endorsement providing 30 days advance notice if policy is canceled by the company other than for nonpayment of premium, or direct cancellation by named insured as per policy provision.

Exhibit C – Payment Application - Sample  
 To AIA A133 Standard Form of Agreement Between Owner (Washington County) and Construction Manager as Constructor  
 (Collier Construction) dated November 26, 2025.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF # 1 PAGES

TO OWNER:

PROJECT:

APPLICATION NO: #SAMPLE

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

Collier Construction, LLC  
 P.O. Box 1889  
 Brenham, Texas 77833

PROJECT NOS :

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 0.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
- 5. RETAINAGE:
  - a. 5% of Completed Work \$ 0.00  
(Column D + E on G703)
  - b. % of Stored Material \$  
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 0.00  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
- 8. CURRENT PAYMENT DUE \$ 0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$  
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.  
 CONTRACTOR: COLLIER CONSTRUCTION, LLC.

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

State of: Texas County of: Washington  
 Subscribed and sworn to before me this day of  
 Notary Public:  
 My Commission expires:

**ARCHITECT'S REVIEW**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect has reviewed this application for purposes of compliance with contract documents, design intent (including the public health, safety, and welfare) and to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents.  
 ARCHITECT:

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

**OWNER'S APPROVAL**

AMOUNT APPROVED ..... \$ \_\_\_\_\_

*(Attach explanation if amount approved differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount approved.)*

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

This Certificate is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	



Exhibit D – Project Modification Proposal - Sample  
 To AIA A133 Standard Form of Agreement Between Owner  
 (Washington County) and Construction Manager as  
 Constructor (Collier Construction) dated  
 November 26, 2025.

PO Box 1889  
 Brenham, TX 77834-1889  
 Ph. 979-836-4477  
 Fx. 979-836-4940

## PROJECT MODIFICATION PROPOSAL #SAMPLE

Project: \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner: Washington County RE: \_\_\_\_\_

Taxable Status: Tax Exempt  
 Architect: PlanNorth Architectural Co. Architect Project No.: \_\_\_\_\_  
 Representative: \_\_\_\_\_ CC Project No.: \_\_\_\_\_

### Description of the Work:

### Quotation:

<div style="text-align: right; margin-bottom: 5px;">\$</div>
The Modification will be an <b>ADDITIONAL COST</b> of _____ <b>Total</b> \$ _____
The Contract Time will be extended by _____ Zero (0) days

Note: This proposal is valid if approved by Owner within 30 days of the date shown above. If this document is not approved within 30 days, it will be necessary to re-price the work described herein.

### Approval:

Upon approval and incorporation into a fully executed AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet, this Proposal is hereby accepted, and the Contractor is authorized to proceed with the work. Based on the data comprising this Proposal, the Architect has reviewed this Proposal for purposes of compliance with Contract Documents and design intent (including the public health, safety, and welfare) and to the best of the Architect's knowledge, information and belief this proposal is acceptable to the Architect in accordance with the scope of the Architect's review as described in the Contract Documents. The Owner shall retain the ultimate decision making authority for purposes of approval of this Proposal. Work described herein to be funded from:

### ALLOWANCES-

**Contractor:** Collier Construction, LLC By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Architect:** PlanNorth Architectural Co. By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Owner:** Washington County By: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit E – Change Order - Sample

To AIA A133 Standard Form of Agreement Between Owner (Washington County) and Construction Manager as Constructor (Collier Construction) dated November 26, 2025.



# AIA Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Washington County Expo  
 100 East Main Street, Suite 102  
 Brenham, Texas 77833

**CONTRACT INFORMATION:**  
 Contract For: CMAR  
 Date:

**CHANGE ORDER INFORMATION:**  
 Change Order Number: SAMPLE  
 Date:

**OWNER:** *(Name and address)*  
 Washington County  
 100 East Main Street, Suite 102  
 Brenham, Texas 77833

**ARCHITECT:** *(Name and address)*  
 PlanNorth Architectural Co.  
 P.O. Box 2468  
 Brenham, TX 77834

**CONTRACTOR:** *(Name and address)*  
 Collier Construction, LLC  
 P.O. Box 1889  
 Brenham, TX 77834

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was	\$ _____
The net change by previously authorized Change Orders	\$ _____
The Contract Sum prior to this Change Order was	\$ _____ 0.00
The Contract Sum will be increased by this Change Order in the amount of	\$ _____
The new Contract Sum including this Change Order will be	\$ _____ 0.00
The Contract Time will be increased by (     ) days.	

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. Based on the data comprising this Change Order, the Architect has reviewed this Change Order for purposes of compliance with Contract Documents and design intent (including the public health, safety, and welfare) and to the best of the Architect’s knowledge, information and belief this proposal is acceptable to the Architect in accordance with the scope of the Architect’s review as described in the Contract Documents. The Owner shall retain the ultimate decision making authority for purposes of approval of this Proposal.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

PlanNorth Architectural Co.	Collier Construction, LLC	Washington County
<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

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User Notes:

(3B9ADA5D)



# AIA® Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Washington County Expo	<b>CONTRACT INFORMATION:</b> Contract For: CMAR Date:	<b>CERTIFICATE INFORMATION:</b> Certificate Number: SAMPLE Date:
<b>OWNER:</b> <i>(name and address)</i> Washington County 100 East Main Suite 102 Brenham, Texas 77833	<b>ARCHITECT:</b> <i>(name and address)</i> PlanNorth Architectural Co. 107 South Baylor Brenham, Texas 77833	<b>CONTRACTOR:</b> <i>(name and address)</i> Collier Construction, LLC P.O. Box 1889 Brenham, Texas 77833

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.  
*(Identify the Work, or portion thereof, that is substantially complete.)*

Pursuant to the terms of the Standard Form of Agreement between Owner and General Contractor on this Project, the Owner shall retain the ultimate decision making authority.

_____ ARCHITECT <i>(Firm Name)</i>	_____ SIGNATURE	_____ PRINTED NAME AND TITLE	_____ DATE OF SUBSTANTIAL COMPLETION
---------------------------------------	--------------------	---------------------------------	---

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:  
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*  
 Owner to initiate Insurance Policy as of \_\_\_\_\_.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

_____ CONTRACTOR <i>(Firm Name)</i>	_____ SIGNATURE	_____ PRINTED NAME AND TITLE	_____ DATE
_____ OWNER <i>(Firm Name)</i>	_____ SIGNATURE	_____ PRINTED NAME AND TITLE	_____ DATE

Exhibit G – Allowance Expenditure Authorization - Sample  
 To AIA A133 Standard Form of Agreement Between Owner (Washington County) and Construction Manager as Constructor  
 (Collier Construction) dated November 26, 2025.

JOB #				
Washington County Expo				
ALLOWANCE EXPENDITURE AUTHORIZATION				
	ITEM	AMOUNT	ALLOWANCE TO BE ADJUSTED	TIME EXTENSION (DAYS)
1	No Expenditures	\$ -		
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>TOTALS</b>		<b>\$ -</b>		<b>0</b>
<p>Upon approval and incorporation into a fully executed AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet, this Allowance Expenditure Authorization is hereby accepted, and the Contractor is authorized to proceed with the work. Based on the data comprising this Proposal, the Architect has reviewed this Allowance Expenditure Authorization for purposes of compliance with Contract Documents and design intent (including the public health, safety, and welfare) and to the best of the Architect's knowledge, information and belief this proposal is acceptable to the Architect in accordance with the scope of the Architect's review as described in the Contract Documents. The Owner shall retain the ultimate decision making authority for purposes of approval of this Allowance Expenditure Authorization.</p>				
	Authorized by:			
	Architect:			
	Owner:			
	Construction Manager:			
	Project: Washington County Expo			
	Application #SAMPLE			

In the name and by the authority of  
**The State of Texas**

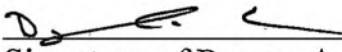
OATH OF OFFICE

FILED AND RECORDED  
2026 MAR 17 AM 9:48  
WASHINGTON COUNTY CLERK

I, **Holly Johnson** do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **Justice of the Peace Precinct 2** Judge of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God; and I will not be interested, directly or indirectly, in a contract with or claim against the county except, a contract or claim expressly authorized by law or a warrant issued to the judge or commissioner as a fee of office.

  
\_\_\_\_\_  
Affiant

SWORN TO and subscribed before me by affiant on this 17th day of March, 2026.

  
\_\_\_\_\_  
Signature of Person Administering Oath

(Seal)

Douglas Cone  
\_\_\_\_\_  
Printed Name

Retired JP2  
\_\_\_\_\_  
Title

# MERCHANTS BONDING COMPANY™

Item 8

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## TEXAS OFFICIAL BOND AND OATH FOR JUSTICE OF THE PEACE PRECINCT # 2

FILED AND RECORDED  
2026 MAR 17 AM 9:58  
WASHINGTON COUNTY CLERK  
101809505

THE STATE OF TEXAS  
County of Washington

Bond No. 101809505

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Holly B. Johnson, as Principal, and the Merchants National Bonding, Inc., a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Washington, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 17th day of March, 2026, duly Elected to the office of Justice of the Peace in and for Washington County in the State of Texas, for a term commencing on the 17th day of March, 2026 and expiring on the 31st day of December, 2026.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 17th day of March, 2026.

Holly B. Johnson  
By: [Signature] Principal

Merchants National Bonding, Inc.  
By: [Signature]  
Grace Gillson Attorney-in-Fact

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS  
County of Washington

Before me, Janet Daniel, a notary public, on this day personally appeared Holly B. Johnson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Wrenham, Tx  
this 17 day of March, 2026.



[Signature]  
Washington County, Texas.

OATH OF OFFICE  
(General)

I, Holly B Johnson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace, Precinct 2 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Holly B. Johnson

Sworn to and subscribed before me at Brenham, Texas, this 17 day of March, 2026

James Daniel  
Washington County, Texas



THE STATE OF TEXAS,  
County of Washington } ss

The foregoing bond of Holly B Johnson as JP 2 in and for Washington County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date March 17, 2026  
[Signature] Clerk John Dumbarger County Judge,  
Washington County Washington County, Texas



THE STATE OF TEXAS,  
County of Washington } ss

I, Nicholas Prenzler, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 17 day of March, 2026, with its certificates of authentication, was filed for record in my office the 17 day of March, 2026, at 9:48 o'clock P M., and duly recorded the 17 day of March, 2026, at 9:48 o'clock P M., in the Records of Official Bonds of said County in Volume 17, on page 126.

WITNESS my hand and the seal of the County Court of said County, at office in Brenham, Texas, the day and year last above written.

[Signature] Clerk

By \_\_\_\_\_ Deputy County Court Washington County  
PO 0157 TX (2/15)

# MERCHANTS BONDING COMPANY,™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Grace Gillson**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

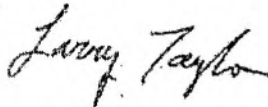
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of March, 2026.

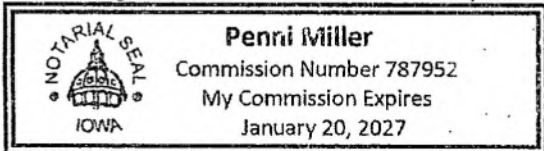



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 17th day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



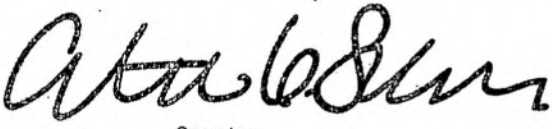
  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of March, 2026.



  
Secretary

# SEXUAL ASSAULT RESPONSE TEAM BIENNIAL REPORT- WASHINGTON

The Sexual Assault Resource Center is the presiding officer of the Sexual Assault Response Team and compiled the required data submitted by each agency and composed the following report for the Commissioner's Court. The Sexual Assault Response Team Biennial Report will consist of attendance data and response team members participating in meetings, the number of reports of sexual assault received by law enforcement, the number of investigations conducted as a result of those reports, the number of indictments connected with a report and the disposition of those cases, the number of reports of sexual assault with no indictments, an assessment of community trends, and the written protocols for the Sexual Assault Response Team.

## ATTENDANCE

The following agencies are representatives on the Sexual Assault Response Team for Washington County, asterisks indicate required agencies per SB476 Sec. 351.252.

- The Sexual Assault Resource Center\*
- Baylor Scott & White Hospital Forensic Nurses- College Station\*
- CHI St. Joseph's Hospital
- Washington County District Attorney's Office\*
- Brenham Police Department\*
- Blinn-Brenham Police Department
- Washington County Sheriff's Office\*
- Focusing Families
- Texas DPS
- MHMR Brazos Valley\*

The minimum requirement for meetings per SB476 Sec. 351.254 is meeting at least quarterly per year. Due to formalization and timing of SB476, attendance data may be missing for the reporting period.

The following percentages reflect quarterly attendance requirements for each agency and which members attend from each agency, per fiscal year:

### **October 2023- September 2024:**

- The Sexual Assault Resource Center- 100%
  - Lindsey LeBlanc, Debbie Okrina, Caroline Adams, Alicia Rice
- Baylor Scott & White Hospital Forensic Nurses- College Station- 100%
  - Niki Johnson, Crystal Conner
- CHI St. Joseph's Hospital- 0%
  - Kristen Christian

- Washington County District Attorney's Office- 100%
  - Ryon Adams, Heather Snowden
- Brenham Police Department- 100%
  - Ashley Burns, Seth Klehm
- Blinn-Brenham Police Department- 0%
  - Yolanda Marshall, Misty Mehlhorn
- Washington County Sheriff's Office- 100%
  - Otto Hanak, Jason Bosse, Mark Whidden,
- Focusing Families- 50%
  - Maria Lackey, Hilda Martinez, Nikki Alley
- Texas DPS- 0%
  - Eric Walters
- MHMR Brazos Valley- 100%
  - Sherry Shaefer, Libby Banks

**October 2024- September 2025:**

- The Sexual Assault Resource Center- 100%
  - Kim Dimmett, Debbie Okrina, Alicia Rice
- Baylor Scott & White Hospital Forensic Nurses- College Station- 100%
  - Niki Johnson, Crystal Conner
- CHI St. Joseph's Hospital- 0%
  - Kristen Christian
- Washington County District Attorney's Office- 100%
  - Ryon Adams, Heather Snowden, Derek Estep
- Brenham Police Department- 100%
  - Ashley Burns, Seth Klehm
- Blinn-Brenham Police Department- 0%
  - Max Cox
- Washington County Sheriff's Office- 75%
  - Otto Hanak, Jason Bosse, Mark Whidden,
- Focusing Families- 75%
  - Maria Lackey, Hilda Martinez, Nikki Alley
- Texas DPS- 0%
  - Eric Walters
- MHMR Brazos Valley- 0%
  - Sherry Shaefer, Libby Banks

# REPORT DATA

## District Attorney's Office Report Information:

	Number of Indictments Presented in Connection with a Report October 2023-September 2024	Disposition of Cases Indicted October 2023-September 2024	Number of Indictments Presented in Connection with a Report October 2024-September 2025	Disposition of Cases Indicted October 2024-September 2025	Number of Reports for Sexual Assault in Which No Indictment was Presented October 2023-September 2024	Number of Reports for Sexual Assault in Which No Indictment was Presented October 2024-September 2025
Washington County District Attorney's Office	5	2 pled to TDCJ, 1 dismissed	1	1 pled to TDCJ, 1 acquitted by jury	8	4

Dispositions of cases are not necessarily connected with the number of indictments presented during the indicated yearly time-period as cases are taking several years to go through the court system. The indictments and dispositions of cases may have been from reports made prior to the October 2023-September 2025 time frame.

## Law Enforcement Agencies Report Information:

	Number of Sexual Assault Reports Received from October 2023-September 2024	Number of Investigations Conducted October 2023-September 2024	Number of Sexual Assault Reports Received from October 2024-September 2025	Number of Investigations Conducted October 2024-September 2025
Washington County Sheriff's Office	1	1	3	3
Brenham Police Department	38	38	23	23
Blinn-Brenham Police Department	5	5	2	2

## COMMUNITY TRENDS

The Washington County Sexual Assault Response Team has noted that prosecution of these crimes has become difficult due to negative perceptions of survivors by jury members in trial.

## PROTOCOLS

The Legislature of the State of Texas established county adult sexual assault response teams to strengthen the collaborative response and enhance health and judicial outcomes for survivors of sexual assault who are adults.

The Washington County Adult Sexual Assault Response Team (SART) is comprised of representatives of The Sexual Assault Resource Center (SARC), Washington County District Attorney's Office, Washington County Sheriff's Office, Brenham Police Department, Sexual Assault Nurse Examiners with Baylor Scott & White, St. Joseph's Hospital, Blinn Police Department, MHMR Authority of Brazos Valley, and Focusing Families.

### **Mission**

The mission of the Washington County Adult SART is to ensure a competent and informed interdisciplinary response from all agencies involved to adult victims of sexual assault.

We the above listed agencies, by and through our designated representatives, agree to support the stated mission of the Washington County Adult SART.

We further agree:

To minimize the re-victimization of adult sexual assault survivors through the investigation, assessment, intervention, and prosecution processes;

To maintain a cooperative response team approach to facilitate successful outcomes in the criminal justice systems through shared fact-finding and collaborative case development;

To improve processes and work together and with our community to support adult survivors of sexual assault;

That all State and Federal confidentiality laws will be followed in connection with this agreement;

This is a document that shall be reviewed and modified as deemed necessary by the SART to ensure compliance with all state and federal laws, as well as recognized best practices within the field.

## **Vision**

Washington County Adult SART is committed to improving the treatment of adult sexual assault survivors with respect and compassion through trauma informed practices, including supporting each other to increase knowledge and resiliency as responders, and to promote the apprehension and prosecution of perpetrators.

## **Goals**

The goals of the Washington County Adult SART are the following:

- Minimize trauma
- Hold offenders accountable
- Provide advocacy and support

## **Values**

### **SURVIVOR-CENTERED APPROACH**

This approach is defined as the systematic focus on the needs of the survivor and accounts for the survivor's history, experience, and perspective, as well as the impact of the criminal justice process on them and their family and community. In a survivor-centered approach, the survivor's safety and well-being take priority in all matters and procedures.

### **TRAUMA-INFORMED APPROACH**

An understanding of trauma and its effects, as well as the principles of being trauma-informed, are key for service providers and criminal justice system professionals. We must understand trauma and its manifestations and approach interactions through a trauma-informed lens. Trauma-informed approach is a strengths-based framework that is responsive to the impact of trauma, emphasizing physical, psychological, and emotional safety for both Adult SART responders and survivors; and creates opportunities for survivors to rebuild a sense of control and empowerment. This approach also contributes to the reduction of blaming the survivor. Blaming refers to attitudes or beliefs that hold survivors partially or completely responsible for being sexually assaulted. Blaming typically utilizes the argument that if the survivor had not made a particular choice, engaged in a particular activity, or acted in a particular way, this person would not have been assaulted. Survivors usually engage in this type of second guessing and hearing any variation of this theme from others adds to the trauma already being experienced.

### **RELATIONSHIP BUILDING BETWEEN AGENCIES**

The relationships that we build with each other as members of the Adult SART are essential to achieve positive outcomes in sexual assault cases. Collaborative response provides a systematic response that allows survivors to feel supported, informed and involved. It is essential that this team make time to build and strengthen relationships

and address issues that arise through a multi-disciplinary approach of its members, with the best interest of survivors in mind.

## **Agency Commitments**

### **Washington County District Attorney's Office**

#### **SEXUAL ASSAULT PROSECUTOR**

The Elected District Attorney will designate one of the prosecutors in the office to prosecute all Adult Sexual Assault Crimes. During normal business hours will be available with consultation with law enforcement for all adult, sexual assault investigations unless their duties have them in court or unavailable or they are on vacation or sick. If the designated prosecutor is not available, the District Attorney will be available for consultation. The District Attorney will notify all Law Enforcement Agencies that we want immediate notification and the ability to consult in the investigation as soon as possible after a report is made.

The District Attorney has a prosecutor on-call 24/7. Outside of normal business hours the prosecutor on call will be available to consult in the investigation and the next business day shall inform the Sexual Assault Prosecutor of the new investigation. The designated prosecutor will take over consultation at that point.

The office consultation will include, but not limited to advising on the law and possible charges, search warrant assistance, recommendations in steps needed in the investigation such as interviews, evidence that needs to be collected and forensic exams that are needed.

If the victim needs accompaniment to a medical exam or on interview and a SARC advocate is not available, then the prosecutor will communicate with the District Attorney VAC for assistance.

#### **INTAKE REVIEW PROCESS**

A case is not considered received by our office until all reports and videos are received by the Discovery Clerk. Once the Discovery Clerk receives the entire case, it will be examined to make sure that we have received all videos, reports and any other evidence or information that exists. Then it will be assigned to the designated prosecutor for adult, sexual assault cases. This is called the triage Process. Each attorney in the office must review their "triage cases" at least once a month.

When the designated prosecutor reviews the case, it should be reviewed with the following in mind: the law, the strength of the evidence, the burden of proof, and the wishes of the victim as communicated by the VAC. However, justice will always be the primary goal. After the initial review and staffing with the other prosecutors, one of the following will be done: Case declined, case sent back to Law Enforcement with a request for more information or case accepted for presentation to the Grand Jury. A

case shall be presented to the Grand Jury within ninety (90) days after it is considered received by the District Attorney's Office or as soon as all additional information is received after requested.

### VICTIM NOTIFICATION SERVICES

The District Attorney VAC shall contact the victim within 72 hours of a report made of Sexual Assault. This first contact is made to introduce our role, explain the process at this point, make sure the victim has our contact information and introduce the victim to resources available in the community and make any referrals necessary.

The VAC will then notify the victim once a charging decision has been made to inform that a case will be going to Grand Jury, that a case is being sent back to law enforcement or that a case is declined. The designated prosecutor may communicate as well if a case is being declined.

After a case goes to Grand Jury, the VAC will notify the victim of the decision as well as additional services provided through the Attorney General's Office. However, nothing that was presented or said in the Grand Jury presentation can be communicated by law. If a case is indicted, the VAC will set up a meeting between the prosecutor and the victim to communicate the process from this point, explanation of plea-bargaining vs trial and so the victim can communicate their wishes for the outcome of the case.

After that the VAC will notify the Victim of all things required by the Code of Criminal Procedure as well as communicate as needed and as requested by the Victim.

The District Attorney's Office will provide transportation services to court matters, including trial.

### TRAINING

Both the VAC and the designated Prosecutor will attend the annual SART training if available and one other training a year on this specific type of case either through SART, TDCAA or Crimes against Women's Conference.

### COLLABORATION

The District Attorney's Office will collaborate with all other SART members by consulting in investigations, referring victims to SARC for the services they provide, providing any needed information needed and allowing known advocates to accompany victims to court or interviews.

### **Washington County Sheriff's Office**

In most cases, Deputies will take the initial report on any sexual assault case that we are dispatched too. In some cases, the victim will come straight to the Sheriff's Office, in which case an investigator will take the report, and investigate it to its conclusion.

(See Standard Operating Procedures attached.) Deputies will provide a card with all the Crime Victims Advocacy Center information to the victim, and the name and contact information of the Crime Victims Liaison at the District Attorneys Office. Deputies/Investigators will document all information that is pertinent to the sexual assault, i.e., location, suspect, witnesses, photographs, and statements containing a complete description of what exactly occurred, and what was seen (See Standard Operating Procedures).

An Investigator is contacted immediately, and sane exams are conducted that day, unless the sexual assault has exceeded the 120 hours limit. Forensic interviews are usually conducted the next day by the Investigator. (See Standard Operating Procedures attached.)

The District Attorneys Crime Victims Liaison are contacted at the time of the report, and she/him determines if she/him are coming out at that point. She/He will be in contact with the victim throughout the investigation. The victim will also be given S.A.R.C. information for liaison.

The victim is brought to the Sheriff's Office for an interview, and its usually the day of the outcry, unless unusual circumstances exist.

We will give victims the option to have an advocate present. If the advocate is requested, the S.A.R.C. liaison will be contacted.

We interview suspects on adult sexual assault cases, and the victims are notified whenever possible. We collect any physical evidence, or forensic evidence that's available to us at the scene, and/or that comes about during the investigation.

We provide the S.A.R.C. brochures, point of contact with the District Attorney's Crime Victims Liaisons information, and the (R.A.I.N.N.) Hotline 1-800-656-HOPE number.

The Evidence Technician submits it to the lab and the lab enters it into Track Kit. Certified professionals are called into read lab results and testify on the information listed on the reports and results.

## **Washington County Sheriff's Office Standard Operating Procedure**

### Sexual Assault Investigations

1. Dispatcher or Call-Taker Response
  - a. Due to the trauma of a sexual assault, a victim reaching out for assistance may be in crisis. The victim's behaviors may actually be symptomatic of this condition and can range from hysteria, crying and rage to laughter, calmness, and unresponsiveness. There is no one typical reaction, so it is important to refrain from judging or disregarding any victim.
  - b. When a caller reports a sexual assault, communications personnel shall follow standard emergency response to include evaluating and properly prioritizing the call, securing medical assistance, inquiring about a suspect's current location, and obtaining detailed information to identify

the suspect. Information about the relationship with the victim, weapon use, and history of violence shall also be obtained.

- c. To ensure critical evidence is not lost, communications personnel shall:
  - d. Ask whether the victim has bathed, douched, urinated, or made other physical changes and advise against doing so.
  - e. Ask the victim to use a clean jar to collect the urine should the victim have to urinate. Let the victim know that other evidence may still be identified and recovered so the crime should still be reported if the victim has bathed or made other physical changes
2. Preserve the communications tape and printout for the investigation.
    - a. Explain to the caller that these questions will not delay an officer's response to the caller's location.
  3. Initial Officer Response
    - a. As part of the emergency response, officers shall:
    - b. Make contact with the victim as soon as possible to address safety concerns and summon emergency medical assistance if needed.
    - c. Attempt to obtain a suspect description immediately and broadcast to other officers.
    - d. Evaluate the scene for people, vehicles, or objects involved as well as possible threats.
    - e. Relay all vital information to responding officers and supervisors, including any possible language barriers.
    - f. Secure the crime scene to ensure that evidence is not lost, changed, or contaminated.
    - g. Request response from detectives as appropriate.
    - h. Begin a search for the suspect when appropriate.
  4. Assisting the Victim
    - a. As part of the emergency response, officers shall:
      - i. Show understanding, patience, and respect for the victim's dignity and attempt to establish trust and rapport.
      - ii. Inform the victim that an officer of the same sex will be provided if desired and available.
      - iii. Contact a victim advocate as soon as possible to provide assistance throughout the reporting and investigative process.
      - iv. Supply victims of sexual assault with the phone number for the Rape, Abuse, and Incest National Network (RAINN) Hotline, 1-800-656-HOPE. Operators at this hotline connect the caller with the rape crisis center closest to the victim's location.
      - v. Request a response from investigations, and clearly explain his or her role and limit the preliminary interview so that the victim is not then asked the same questions by an investigator.
      - vi. Be aware that a victim of sexual assault may bond with the first responding officer. It is important to explain the role of the different members of the sexual assault response team and help with transitions through introductions.



- b. When a caller reports a sexual assault, communications personnel shall follow standard emergency response to include evaluating and properly prioritizing the call, securing medical assistance, inquiring about a suspect's current location, and obtaining detailed information to identify the suspect. Information about the relationship with the victim, weapon use, and history of violence shall also be obtained.
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    - i. Ask whether the victim has bathed, douched, urinated, or made other physical changes and instruct against doing so.
    - ii. Ask the victim to use a clean jar to collect the urine should the victim have to urinate. Let the victim know that other evidence may still be identified and recovered so the crime should still be reported if the victim has bathed or made other physical changes.
    - iii. Preserve the communications tape and printout for the investigation.
    - iv. Explain to the caller that these questions will not delay an officer's response to the caller's location.
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    - ii. Attempt to obtain a suspect description immediately and broadcast to other officers.
    - iii. Evaluate the scene for people, vehicles, or objects involved as well as possible threats.
    - iv. Relay all vital information to responding officers and supervisors, including any possible language barriers.
    - v. Secure the crime scene to ensure that evidence is not lost, changed, or contaminated.
    - vi. Request response from detectives as appropriate.
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    - iii. Contact a victim advocate as soon as possible to provide assistance throughout the reporting and investigative process.
    - iv. Supply victims of sexual assault with the phone number for the Rape, Abuse, and Incest National Network (RAINN) Hotline, 1-800-656-HOPE. Operators at this hotline connect the caller with the rape crisis center closest to the victim's location.

- v. Request a response from investigations, and clearly explain his or her role and limit the preliminary interview so that the victim is not then asked the same questions by a detective.
  - vi. Be aware that a victim of sexual assault may bond with the first responding officer. It is important to explain the role of the different members of the sexual assault response team and help with transitions through introductions.
  - vii. Record observations of the crime scene, including the demeanor of the suspect and victim and document any injuries or disheveled clothing.
4. Evidence Collection Issues
- a. Officers may request assistance or direction from detectives.
  - b. Officers shall introduce the need for a medical examination to the victim explaining the importance to investigative and apprehension efforts as well as for the victim's well-being.
  - c. If field officers are required to collect or assist in collecting evidence, proper evidence collection procedures will be used.
  - d. DNA evidence plays a crucial role in the sexual assault investigation. In addition to the victim's and suspect's bodies and clothing, there are many other potential sources such as condoms, sheets, blankets, pillows, and bottles that may contain biological evidence such as blood, sweat, tissue, saliva, hair, and urine. To properly collect DNA evidence, officers shall:
    - i. Use sterile gloves and change as needed.
    - ii. Use sterile swabs, papers, solutions, and tools.
    - iii. Package evidence in individual envelopes.
    - iv. Avoid touching the area where potential DNA evidence may exist.
    - v. Avoid talking, sneezing, and coughing over evidence.
    - vi. Air dry evidence before packaging.
    - vii. Put evidence into new paper bags or envelopes, not plastic.
5. The sexual assault evidence kit shall be accepted from the medical staff after it has been properly sealed and labeled.
6. The kit will contain whole blood that requires that the kit be placed and logged into an evidence refrigerator as soon as possible. The kit may also contain a urine sample for toxicology testing. If it does, the urine sample shall also be refrigerated. Investigating officers or supervisors shall have access to the evidence refrigerator after regular business hours, on weekends, and on holidays.
7. The kit shall not be allowed to freeze or be exposed to heat such as being near a car's interior heater.

**Baylor Scott & White Medical Center - College Station**

**Forensic Nurse Examiner Response**

The role of the Adult/Adolescent sexual assault forensic nurse examiner includes ensuring medical treatment and conducting medical forensic examinations for patients who report sexual assault.

The health and welfare of the patient is the primary concern, and emergent or urgent medical needs take priority over forensic assessment and evidence collection.

Baylor Scott & White Medical Center commits to

- Participate in SART quarterly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

### **SAFE Examination Site**

Given the high risks carried by these specific cases (potential high-risk medical and mental health needs), it is advised that these patients receive a medical evaluation. It is recommended that these assessments be primarily conducted at Baylor Scott & White Medical Center – College Station as this is the designated SAFE-ready facility in the community, where FNEs are available 24/7.

- Upon arrival to the hospital emergency department, the patient will be triaged and will receive medical care for any identified emergent or serious medical conditions. The FNE will be called out during the initial triage.
- The Sexual Assault Resource Center (SARC) will be called to dispatch an advocate for medical accompaniment.

The FNE will perform a medical assessment/SAFE that includes:

- Medical history including, but not limited to:
  - past medical history, medications, allergies
  - history of presenting complaints
  - psycho-social evaluation, including query of substance use/abuse and suicidal or homicidal thoughts
- Detailed head to toe assessment with photo-documentation as indicated
- Detailed ano-genital assessment with photo-documentation as indicated
- Laboratory testing including, but not limited to, sexually transmitted infection (STI) testing and pregnancy testing
- Assessment of unmet healthcare needs
- Photo-documentation of injuries (i.e. injuries, self-mutilation, tattoos, scarring, branding, etc.)
- Collection of forensic evidence if the patient presents within 120 hours of the last sexual contact
- Administration of appropriate medications to treat or prevent STIs and/or pregnancy
- Options for follow-up care will be provided prior to discharge.

The purpose and mission of the medical assessment, as in all other cases of suspected sexual abuse/assault, is to ensure and safeguard the health and welfare of the patient. The urgent and emergent medical needs of the patient override forensic assessments and pursuit. The medical evaluation is conducted in a respectful, nonjudgmental manner by all medical personnel with the intent of giving dignity and power back to the patient. The patient has the ability to consent or decline any aspect of the medical assessment.

Any determination the patient is at risk of harm to themselves or others will result in further evaluation and/or treatment in the emergency department by mental health professionals. The need for transfer to a mental health facility will be made by the emergency department physician in conjunction with mental health professionals.

The FNE will follow all requirements for mandatory reporting.

FNEs will collect and maintain any evidence discovered in the course of providing the medical assessment and submit such evidence to the proper law enforcement agency as applicable. Baylor Scott & White shall maintain complete and accurate records of all care, treatment, and examination of the patient and shall prepare and release such reports as required by Baylor Scott & White policy.

Sexual assault cases involve multiple disciplines to ensure the continued safety and welfare of these imperiled patients. FNEs are an important part of a coordinated, MDT and will be active participants in meetings that will take place for continuity of care.

### **Sexual Assault Resource Center (SARC)**

The role of the Sexual Assault Resource Center is to provide crisis intervention services, information, referrals, accompaniment, and support through the legal process and beyond. The sexual assault advocate will verify that the survivor has received information regarding victims' rights, options, and resources, the importance of seeking medical attention, and the value of immediate evidence collection and early police reporting. The role of the advocate is to provide services to survivors of sexual assault regardless of whether the survivor participates in the criminal justice process. All advocates dispatched by the Sexual Assault Resource Center are fully trained through the required training as outlined in the Office of the Attorney General's Sexual Assault Training Program and must meet minimum standards to act as an advocate for survivors of sexual assault.

SARC commits to:

- Participate in SART quarterly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

When working with hospitals, SARC commits to:

- Dispatch and advocate to the hospital for accompaniment within 30 minutes of the hospital calling the hotline.
- Provide information about victim's rights, CVC, community resources, SARC services, crisis intervention, and emotional support during exam with the survivor's consent.
- Be present at all aspects of the process that the survivor chooses.
- Provide the survivor a safe, neutral, and confidential avenue to explore and weigh options and support the survivor's choices and decisions.
- Maintain the confidentiality of all communications occurring solely between the advocate and the survivor.
- Provide the survivor with emergency clothing, toiletries, safety planning, information and referrals as needed.

When working with Law Enforcement, SARC commits to:

- Dispatch an advocate when requested by law enforcement or a survivor.
- Provide information and support during interviews.
- Explain next steps, available services, and resources.
- Maintain the confidentiality of all communications occurring solely between the advocate and the survivor.

When working with Prosecutors, SARC commits to:

- Dispatching an advocate when requested by prosecutor's office or the survivor.
- Provide information and support during interviews and court proceedings.
- Explain next steps, available services and resources.
- Maintain the confidentiality of all communications occurring solely between the advocate and the survivor.

What sexual assault advocates cannot do:

- Personally provide transportation for survivors.
- Respond in person to someone's house or scene of a crime.
- Participate in gathering of evidence, fact-finding or investigating the assault.
- Conduct or assist the medical exam or interviews.
- Act as a translator or interpreter.
- Give legal advice.

### **Brazos Valley MHMR**

The role of BV MHMR is to provide crisis assessments and case management services in the Brazos Valley. The mission of Brazos Valley MHMR is to provide the highest quality of services, which promote dignity and independence, to individuals and

their families who are challenged with issues related to mental health and intellectual disabilities.

Brazos Valley MHMR commits to:

- Participate in SART quarterly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.
- Complete crisis assessment as requested to determine need for mental and behavioral health services.

Clients are eligible for services as long as they have a priority population diagnosis and there is an ongoing need for case management. The ultimate goal is to help clients gain independence in the community and attend to their own daily needs/responsibilities.

### **Eligibility**

Priority Population

\*Major Depressive Disorder

\*Bipolar Disorder

\*Schizophrenia

\*Schizoaffective Disorder

For those that do not fall under priority population, referrals are provided to appropriate community resources such as Health for All, TAMU Counseling Clinic, Counseling and Assessment Clinic, BVCASA/AA/NA, etc.

Emergency services are open to anyone in crisis regardless of diagnosis. Staff on call perform crisis assessments 24 hours/7 days a week, including holidays. Assessments may be completed in jails, hospitals, or MHMR clinics with law enforcement present. We have a 24 hour crisis helpline accredited by American Association of Suicidology, 1-888-522-8262.

### **Accessing Services**

Washington County: Open Access every Thursday from 8:30 a.m.-11:00 a.m. located at 300 Lounge Road, Brenham Tx 77833. Ph# 979-830-0008. These are assessed on a first come/first serve basis. Bring ID, proof of income, and any insurance information

### **Focusing Families**

Focusing Families Sexual Assault Program employees/volunteers providing any services will be supervised by a sexual assault program staff member with at least one year experience providing direct services to survivors of sexual violence.

## **Advocacy**

All employees/volunteers MUST provide advocacy to survivors of sexual violence.

Advocacy means providing assistance on behalf of a survivor of sexual violence with third parties (i.g. schools, employers, law enforcement agencies, housing authorities, health care professionals, prosecutors' offices, CVC).

Focusing Families will provide Advocacy 24 hours/day 7 days/week via the 24-hour crisis hotline and via Accompaniment to hospitals, law enforcement offices, prosecutors' offices and courts.

Focusing Families must provide Advocacy on a walk-in basis during regular hours of operation.

All survivors of sexual violence must be orientated to their constitutional and statutory rights and assist survivors in securing those rights.

Focusing Families employees/volunteers providing advocacy are subject to confidential communication as required in the Texas Government Code, Chapter 420, Subchapter D.

## **Crisis Intervention**

Focusing Families employees/volunteers WILL provide immediate, Crisis Intervention to survivors of sexual violence in order to reduce acute distress, begin stabilization, and assist in determining next steps.

Crisis intervention will be provided 24 hours/day, 7 days/week via the 24 hour crisis hotline and via Accompaniment to hospitals, law enforcement offices, prosecutors' offices and courts.

Focusing Families will ensure employees/volunteers provide Crisis Intervention subject to confidential communication requirements in the Texas Government Code, Chapter 420, Subchapter D.

Focusing Families will provide Crisis Intervention on a walk-in basis during the SAP's regular hours of operation.

Focusing Families employees/volunteers providing Crisis Intervention will be supervised by a staff member with at least one year experience providing direct services to survivors of sexual violence.

Focusing Families will maintain a current resource/referral list, and have it in their possession, responsive to individuals affected by sexual violence.

## **Accompaniment**

Will provide, if needed, Accompaniment to hospitals, law enforcement offices, prosecutors' offices and courts and must be provided by the Focusing Families employees/volunteers.

Will provide hospital Accompaniment services for survivors of sexual violence for a sexual assault medical forensic exam 24/hours day, 7 days/week

Employees/volunteers will provide Accompaniment subject to confidential communication requirements in the Texas Government Code, Chapter 420, Subchapter D.

Employees/volunteers must provide Accompaniment services until they are no longer needed by the survivor.

Will dispatch an employee/volunteer to provide Accompaniment to a hospital within 15 minutes of receiving a request.

Will have a system in a place to accommodate multiple or overlapping requests for Accompaniment to a hospital.

Employees/volunteers providing Accompaniment must complete training that meets the OAG's Sexual Assault Training Program Certification Requirements contained in the OAG's Sexual Assault Training Program Certification Guide.

### **Data Gathering and Evaluation Commitment**

The SART will gather information on the prevalence of adult sexual assault by identifying the number of incidents reported to law enforcement, reports then referred for prosecution and the disposition of cases handled by the District Attorney's office. This information will assist to identify gaps that may be contributing to attrition and analyze current policies that may be negatively impacting the county-wide response to adult sexual assault. Each agency will be responsible reporting adult sexual assault information as follows:

Law Enforcement Agencies:

- Number of sexual assault reports received
- Number of investigations conducted as a result of those reports

District Attorneys:

- Number of indictments presented in connection with a report and the disposition of those cases
- Number of reports for sexual assault in which no indictment was presented

Information gathered from reporting will be reviewed bi-annually within the SART and presented to the Washington County Commissioner's Court in the Biennial Report to be completed by December 1st of each odd-numbered year.

All agencies will gather relevant data on community trends including drug-facilitated sexual assault, predatory date rape, and sex trafficking.

### **Case Reviews**

The SART commits to a biennial evaluation through adult sexual assault case reviews of the effectiveness of individual agency and interagency protocols and systems.

### **Training Commitment**

All members of the SART commit to attending at least four hours of annual cross-agency training on the dynamics of adult sexual assault for response team members participating in the quarterly meetings as required by Section 351.254(c).

### **Confidentiality**

When information is shared among Washington County Adult SART members and affiliates, confidentiality will be maintained as required by law. Confidentiality of victim/survivor information will be preserved and each individual agency will be responsible to maintain confidentiality of the survivors they serve.

### **Procedure for Addressing Conflict**

Establishing true collaboration requires team members and their agencies to build relationships of trust and respect.

We recognize that at times it may feel like personal or organizational goals or values are competing. We may face limited or unclear communication. We face time constraints and more demands than our personal or organizational resources can provide. Given these stressors it is important to acknowledge that conflict may arise and it will be necessary to address it as a team.

When conflicts arise the SART will take the following steps:

1. Identify the issue which needs to be resolved.
2. Ask each person to describe their needs in relation to the issue.
3. Brainstorm ways of problem-solving.
4. Create a concrete action plan.

STATE OF TEXAS §

COUNTY OF WASHINGTON §

**ADOPT A COUNTY ROAD PROGRAM  
ADOPTION AGREEMENT**

Terms and Conditions

WASHINGTON COUNTY, TEXAS, hereinafter called "County" and The Bailey Family, hereinafter called the "Group," recognize the need and the desirability of litter free roads and are entering into this Agreement to permit the Group to contribute toward the effort of maintaining litter-free roads.

By signature below, the Group, both jointly and severally, acknowledges the hazardous nature of the work and agrees, both jointly and severally, to the following terms and conditions:

- ♦ Prior to taking part in the program, all Participants must sign a copy of the attached Adopt a County Road Program Release of Liability form indicating that they are releasing Washington County from all claims of any character, type, or description as a result of any injury to themselves or to their property as a result of any acts arising out of their participating in this program.
- ♦ All Participants must also sign a copy of the attached Adopt a County Road Participants sheet signifying that they have read this Agreement and do hereby pledge to apply their best effort to perform according to these terms.
- ♦ All Participants who are minors must have a parent or a legal guardian sign a copy of the attached Adopt a County Road Program Parent/legal Guardian Consent and Release Form.
- ♦ All Participants must sign a copy of the attached Adopt a County Road Program Consent and Release Form.
- ♦ Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the County for special conditions on a particular adopted section.
- ♦ When participants are 15 years of age or younger, the Group shall furnish adequate supervision by one or more adults. Adult to minor (under age 15) ratio must be 1:4.
- ♦ Each Group shall conduct at least two safety meetings per year. Participants must attend a safety meeting conducted by the Group before participating in a cleanup.
- ♦ Groups shall adopt a section of roadway that is at least two miles long.
- ♦ Groups shall be required to adopt for a minimum period of two years.

- ♦ Groups shall be required to clean adopted section of roadway a minimum of twice (2) per year.
- ♦ The Group shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.
- ♦ The Group shall appoint or select a chairperson to serve as spokesperson for the Group.
- ♦ The Group shall obtain required supplies and materials from the County during regular business hours.
- ♦ Fold-down traffic control signs installed on Adopt-A-road sign supports shall be folded down by the Group during a cleanup and returned to the closed position after the cleanup as been accomplished.
- ♦ Individuals shall wear County-supplied and approved safety vests during the trash pickup.
- ♦ The group shall be responsible for placing litter in trash bags furnished by the County.
- ♦ Unused materials and supplies furnished by the County shall be returned to the County within one week following each cleanup.
- ♦ Each Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section.
- ♦ Each Group shall be responsible for maintaining a first-aid kit and adequate drinking water while participating in litter pickup on the adopted section.
- ♦ The Group shall have the option of renewing the Agreement subject to the approval of the County and Continuation of the Adopt A Road program.

The County agrees to accomplish the following:

- ♦ Work with the Group to determine the specific section of the County road right-of-way to be adopted.
- ♦ Erect a sign at each end of the adopted section with the Group's name or acronym displayed.
- ♦ Provide safety vests, trash bags, and safety literature.
- ♦ Remove the filled trash bags the first workday after the pickup.
- ♦ Remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items.

Additional terms and conditions:

The Group acknowledges that the County is generally prohibited by law from expending any funds, directly or indirectly, for the purpose of influencing the outcome of any election or the passage or defeat of any legislation and the Group agrees if any actions by the Group relative to the performance of this Agreement are determined to be contrary to any legislative restrictions or any restrictions on the use of appropriated funds for political activities, the County shall have the right to take any and all necessary remedial actions, including but not limited to the removal of the erected signs displaying the Group's name or acronym.

The County reserves the right to terminate this agreement without cause, and upon thirty (30) days notice the County may terminate the Adoption Agreement and remove the signs. This Agreement may be modified in scope or altered in any other manner at the sole discretion of the County. The County reserves the right to modify or cancel the program at any time, and for any reason at its sole discretion.

The County and the Group both recognize and agree that in no event shall the County have the right to control the Group in performing the actual details of picking up litter from the section of roadway adopted by the Group and, in picking up litter, the Group shall act as a independent contractor.

The County recognizes the Group as an adopting organization for Lone Star Rd -see Exhibit A. The Group accepts the responsibility of picking up litter on this section of road and promoting a litter-free environment in the community for a period beginning 4-7-2026 and ending 4-6-2028.

PASSED AND APPROVED this 17th day of March, 2026.

**The Bailey Family**

Name of Group

By:

Angie Bailey  
ADOPT A ROAD CHAIRPERSON

**Angie Bailey**

Printed Name

10369 Lone Star Rd

Address

Washington, TX 77880

City, State, Zip

WASHINGTON COUNTY, TEXAS

By:

John Damerberger  
COUNTY JUDGE

Winnie Startstack Cochran  
COMMISSIONER, PRECINCT 1

Candice Bullock  
COMMISSIONER, PRECINCT 2

Miss Smith  
COMMISSIONER, PRECINCT 3

Harvey  
COMMISSIONER, PRECINCT 4

ATTEST:

[Signature]  
COUNTY CLERK



WASHINGTON COUNTY, TEXAS  
APPLICATION FOR ADOPT A COUNTY ROAD PROGRAM

The Washington County Engineering and Development Services Office will work with the adopting group to determine the specific section of roadway to be adopted. Such factors as width of right-of-way, geometrics, congestion and reduced sight distance of roadways may be considered in determining what roadways shall be eligible for adoption.

The Bailey Family  
Name of Organization

1.15.26  
Date

10369 Lone Star Rd  
Mailing Address

Washington, TX 77880  
City, State, Zip

Angie Bailey  
Authorized Representative

Angie Bailey  
Name of Contact Person

979 492-1050  
Day Phone Number

10369 Lone Star Rd  
Mailing Address

979 492-1049  
Evening Phone Number

Washington, TX 77880  
City, State, Zip

Approximate number of people participating in each cleanup: 2

Roadway section you are interested in adopting: Lone Star Rd

From intersection w/ William Penn to intersection w/ Bluff Rd

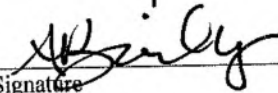
AB Bailey  
Representative Signature

**ADOPT A COUNTY ROAD PROGRAM  
RELEASE OF LIABILITY**

**\*Form must be completed by every participant.**

I hereby release Washington County from all claims of any character, type, or description as a result of any injury to myself or to my property as a result of any acts arising out of my participating in the Adopt A County Road program.

The Bailey Family  
Group Name

  
Representative Signature

Angie Bailey  
Printed Name

1.15.26  
Date

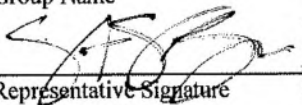
**ADOPT A COUNTY ROAD PROGRAM  
RELEASE OF LIABILITY**

**\*Form must be completed by every participant.**

I hereby release Washington County from all claims of any character, type, or description as a result of any injury to myself or to my property as a result of any acts arising out of my participating in the Adopt A County Road program.

The Bailey Family

Group Name



Representative Signature

STEVEN S. BAILEY

Printed Name

2.16.2026

Date

**ADOPT A COUNTY ROAD PARTICIPANTS**

By signing below I hereby certify that I have read the attached Agreement and do hereby pledge to apply my best effort to perform according to its terms.

The Bailey Family  
Organization/Group Name

Angie Bailey  
Steven Bailey

Angie Bailey  
Steven Bailey

# Exhibit A

The public right of way extents proposed for adoption is along Lone Star Road from William Penn Road intersection to the Bluff Road intersection.

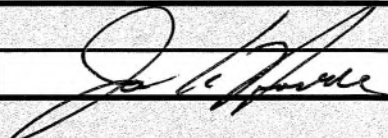




**WASHINGTON COUNTY**  
**ENGINEERING AND DEVELOPMENT SERVICES**  
**DEVELOPMENT APPLICATION**

3650 Highway 36 N Brenham, Texas 77833

Phone: 979-277-6275 Email: wcrboffice@washingtoncountytexas.gov

<b>Proposed (or existing) Name of Subdivision</b>		Ridgewood Farms Subdivision, Section One	
Landowner(s) Name:	Blex Exchange III LP		
Landowner(s) Representative:	Stephen Mendel		
Landowner(s) Address:	945 Bunker Hill Road, Suite 400, Houston, TX 77024		
Phone Number:	713-586-6245	Preliminary Plat	<input checked="" type="checkbox"/>
Email:	stephen.mendel@metronational.com	Amending Plat	<input type="checkbox"/>
Tax Appraisal R#	18478	Re-Plat	<input type="checkbox"/>
Property Location/Address:	5053 Baranowski Rd	Consolidation	<input type="checkbox"/>
List City ETJ or none if applicable	none	Final Plat	<input type="checkbox"/>
Total Acreage	21.727	Community water availability	<input checked="" type="checkbox"/>
Number of Sections	1	Private Water System	<input checked="" type="checkbox"/>
Number of Blocks/Lots	8 Lots	Private Sewage Facilities	<input checked="" type="checkbox"/>
Average Lot size	2.716	Property Taxes Current	<input checked="" type="checkbox"/>
Residential Lots	8	Covenants/Restrictions	<input checked="" type="checkbox"/>
Reserve acreage	none	Infrastructure Development Plan (Mobile Home Rental	<input type="checkbox"/>
Roads Required	none	Located in 100 yr Flood Plan	<input type="checkbox"/>
Amount of Road(s) (length)	none	Residual Acreage	<input checked="" type="checkbox"/>
New Road(s) to access State? What road?		No	
New Road(s) to access County? What road?		No	
<b>Surveyor &amp; Engineer name, address and phone number</b>			
Jon E. Hodde			
613 E. Blue Bell Road			
Brenham, Texas 77833			
979-836-5681			
I acknowledge, by my signature below, that I have the legal authority to make this application and have read and understand the Subdivision Rules and Regulations of Washington County and all that apply. I understand and agree I am responsible for all fees associated with this application and with this development. I understand this is only an application and does not constitute an approval until it has been approved in a scheduled Commissioners Court session, of which I must submit a plat a minimum of 15 working days prior to being placed on an agenda.			
Date	1/22/2026	Signature	



**WASHINGTON COUNTY**  
**ENGINEERING AND DEVELOPMENT SERVICES**  
**Environmental Health Division**  
3650 Hwy 36 N, Brenham, Texas 77833  
Phone 979-277-6290 Fax 979-277-6242  
[www.co.washington.tx.us/page/washington.environmental](http://www.co.washington.tx.us/page/washington.environmental)

**Subdivision/Development – Floodplain & OSSF Review**

**Ridgewood Farms SD Sec 1**

**Precinct 4**

**February 6, 2026**

---

**Floodplain Review**

The subdivision/development is located on FIRM Map No. 48477C0300C, Dated 8/16/2011.

Is the subdivision/development located in a Special Flood Hazard Area?  Yes  No

**The subdivision/development IS NOT located in a Special Flood Hazard Area. The submitted planning materials meet floodplain requirements.**

➤ **Comments: None.**

---

**OSSF Review**

**The submitted planning materials meet OSSF requirements.**

➤ **Comments: None.**

Mark Marzahn  
Environmental Health Director



**WASHINGTON COUNTY**  
**ENGINEERING AND DEVELOPMENT SERVICES**  
**Environmental Health Division**  
3650 Hwy 36 N, Brenham, Texas 77833  
Phone 979-277-6290  
[www.co.washington.tx.us/page/washington.environmental](http://www.co.washington.tx.us/page/washington.environmental)

**Letter of Approval - Floodplain & OSSF**

**Ridgewood Farms SD Sec 1**

**Precinct 4**

I, Mark Marzahn, of the Environmental Health Division of Washington County Engineering and Development Services do hereby confirm that I have reviewed the planning materials for **Ridgewood Farms SD Sec 1**, and find them to meet the current requirements for Floodplain Management as set forth by the Federal Emergency Management Agency (FEMA) and Washington County; and the current requirements for On-Site-Sewage-Facilities (OSSF) as set forth by the Texas Commission on Environmental Quality (TCEQ) and Washington County.

**Date Acknowledged: February 6, 2026**

Mark Marzahn

Environmental Health Director

CFM #1319-08N

DR #OS0008997



**WASHINGTON COUNTY  
ENGINEERING & DEVELOPMENT SERVICES  
ADDRESSING DEPARTMENT**

3650 Hwy 36 North, Brenham, Texas 77833

979-277-6279

wacaddressing@washingtoncountytexas.gov

**Letter of Approval: Subdivision Name**

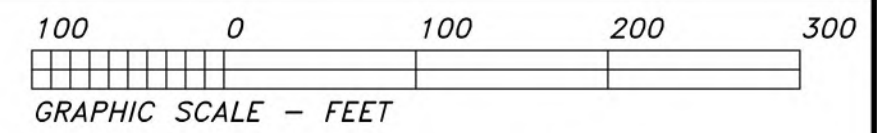
I, **Aaron Harmon**, of the GIS and Addressing Division of Washington County Engineering and Development Services do hereby confirm that according to the records in the County Clerk's Office the subdivision proposing the name of **Ridgewood Farms**, located in **Precinct 4**, does not create a duplication nor conflict with any existing recorded subdivision.

Date Acknowledged: 2/10/2026

---

**Aaron Harmon**

**Addressing and Mapping Coordinator**



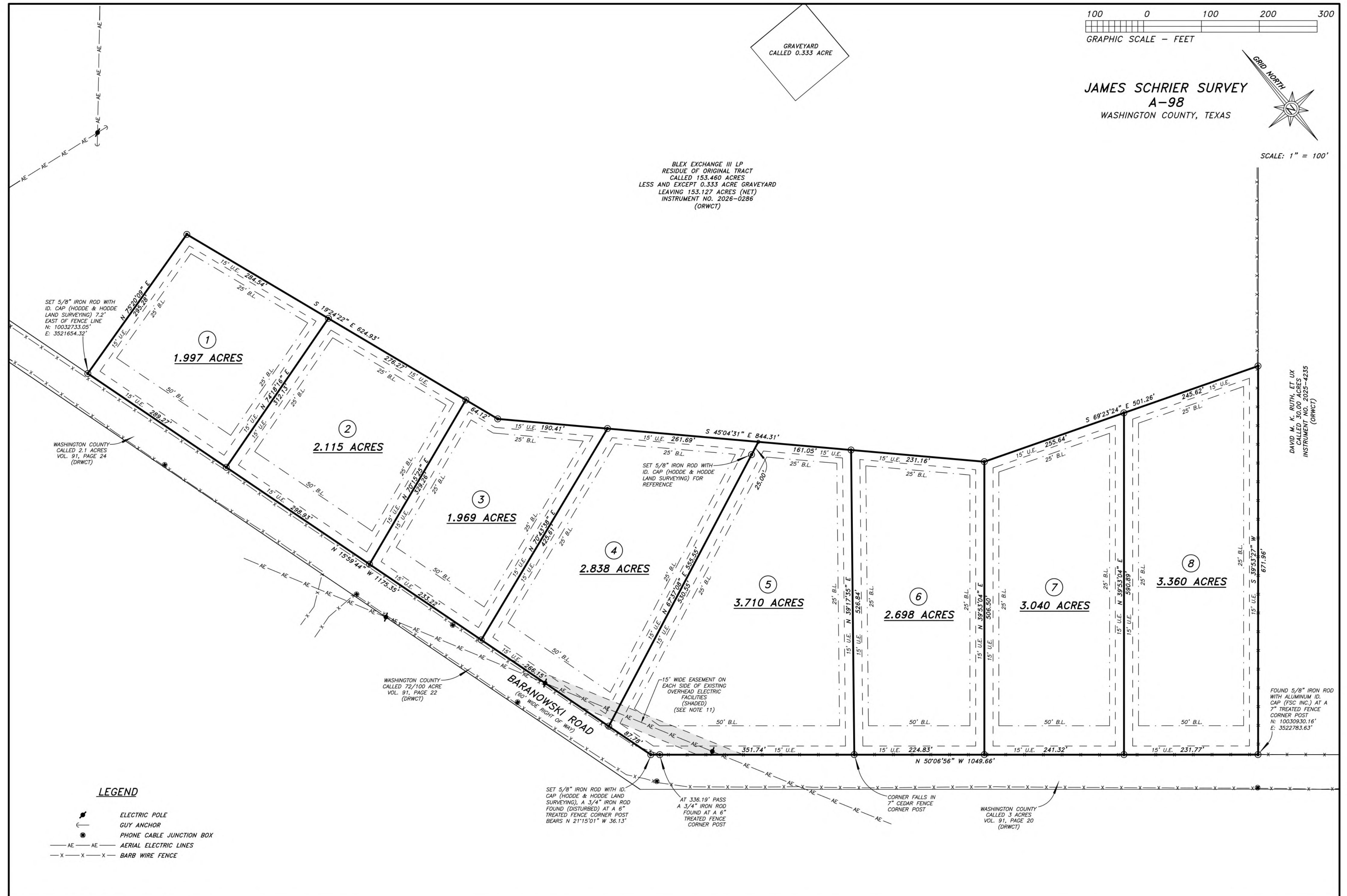
**JAMES SCHRIER SURVEY  
A-98**  
WASHINGTON COUNTY, TEXAS



SCALE: 1" = 100'



BLEX EXCHANGE III LP  
RESIDUE OF ORIGINAL TRACT  
CALLED 153.460 ACRES  
LESS AND EXCEPT 0.333 ACRE GRAVEYARD  
LEAVING 153.127 ACRES (NET)  
INSTRUMENT NO. 2026-0286  
(ORWCT)



**LEGEND**

- ELECTRIC POLE
- GUY ANCHOR
- PHONE CABLE JUNCTION BOX
- AERIAL ELECTRIC LINES
- BARB WIRE FENCE

W. O. NO. B470 (METRO NAT B470.DWG) REF: BLEXEXCHB470.LEICA  
**Hodde & Hodde Land Surveying, Inc.**  
Professional Land Surveying & Engineering  
613 E. Blue Bell Road · Brenham, Texas 77833  
979-836-5681 · 979-836-5683 (Fax)  
www.hoddesurveying.com


**(PRELIMINARY)**  
JON E. HODDE, RPLS NO. 5197  
DATE: FEBRUARY 23, 2026  
THE PURPOSE OF THIS DOCUMENT IS FOR  
PRELIMINARY REVIEW ONLY.  
PRELIMINARY, THIS DOCUMENT SHALL NOT  
BE RECORDED FOR ANY PURPOSE.

**RIDGEWOOD FARMS SUBDIVISION  
SECTION ONE**  
CONSISTING OF 8 RESIDENTIAL LOTS CONTAINING 21.727 ACRES TOTAL

**OWNER/DEVELOPER**  
BLEX EXCHANGE III LP  
945 BUNKER HILL ROAD, SUITE 400  
HOUSTON, TEXAS 77024  
PHONE 713-586-6245

**SHEET 1  
OF 2**  
(FINAL PLAT)

**NOTES:**

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD-83 {2011}, CENTRAL ZONE 4203, U.S. SURVEY FEET. DISTANCES SHOWN ARE GROUND DISTANCES.
2.  - DENOTES A SET 5/8" IRON ROD WITH ID. CAP STAMPED "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.
3. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA. THE SUBJECT PROPERTY LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, DEPICTED BY SCALED MAP LOCATION AND GEOGRAPHIC PLOTTING ONLY, ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48477CD300C, EFFECTIVE DATE AUGUST 16, 2011, WASHINGTON COUNTY, TEXAS.
4. TRACT USAGE IS TO BE SINGLE FAMILY RESIDENTIAL, AGRICULTURAL AND WILDLIFE OPEN SPACE.
5. THIS SUBDIVISION IS SUBJECT TO CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND BUILDING SET BACK LINES AS SHOWN HEREON AND/OR AS SET FORTH IN THE RESTRICTIONS PREPARED IN CONJUNCTION WITH THIS SUBDIVISION PLAT.
6. THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH SOUTH LAND TITLE, LLC (TEXAN TITLE INSURANCE COMPANY) TITLE COMMITMENT GF NO. WCA2501976, EFFECTIVE DATE JANUARY 2, 2026, 8:00 AM, ISSUED JANUARY 15, 2026.
7. THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO THE EASEMENTS SHOWN HEREON.
8. WATER WILL BE PROVIDED BY INDIVIDUAL WATER WELLS AND SEWER WILL BE PROVIDED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES.
9. THE SUBDIVISION SHOWN HEREON LIES OUTSIDE OF THE CITY LIMITS AND THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF BRENHAM, TEXAS.
10. NO ROAD, STREET OR PASSAGEWAY SET ASIDE IN THIS PLAT SHALL BE MAINTAINED BY WASHINGTON COUNTY, TEXAS IN THE ABSENCE OF AN EXPRESS ORDER OF THE COMMISSIONERS COURT ENTERED OF RECORD IN THE MINUTES OF THE COMMISSIONERS COURT OF WASHINGTON COUNTY, TEXAS SPECIFICALLY ACCEPTING SUCH ROAD, STREET OR PASSAGEWAY FOR COUNTY MAINTENANCE.
11. SUBJECT TO RIGHT OF WAY EASEMENT DATED MARCH 13, 1947, EXECUTED BY BILL BARANOWSKI AND MAX BARANOWSKI TO LOWER COLORADO RIVER ELECTRIC COOPERATIVE, INC., LOCATION NUMBER E2589, RIGHT OF WAY EASEMENT DATED JULY 11, 1951, EXECUTED BY BILL BARANOWSKI TO LOWER COLORADO RIVER ELECTRIC COOPERATIVE, INC., LOCATION NUMBER E2792A, AND RIGHT OF WAY EASEMENT DATED JULY 10, 1962, EXECUTED BY BILL BARANOWSKI TO LOWER COLORADO RIVER ELECTRIC COOPERATIVE, INC., MAP REFERENCE 58-40-93. (SAID EASEMENTS ARE NOT FILED OF PUBLIC RECORD AND WERE PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE, INC.)
12. (ORWCT) DENOTES OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS  
(DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS  
B.L. DENOTES BUILDING LINE  
U.E. DENOTES UTILITY EASEMENT

**SURVEY MAP**

SHOWING A SURVEY OF A SUBDIVISION OF 21.727 ACRES OF LAND, LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS, PART OF THE JAMES SCHRIER SURVEY, A-98, BEING PART THE SAME LAND DESCRIBED AS 153.460 ACRES, LESS AND EXCEPT A 0.333 ACRE GRAVE YARD AREA, LEAVING 153.127 ACRES (NET) IN THE DEED FROM KRUEGER FAMILY LIMITED PARTNERSHIP TO BLEX EXCHANGE III LP, DATED JANUARY 15, 2026, AS RECORDED IN INSTRUMENT NUMBER 2026-0286, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.

**CERTIFICATION**

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

THIS IS TO CERTIFY THAT I, JON E. HODDE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS REGISTRATION NO. 5197 HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND MEETING ALL MINIMUM STANDARDS AS SET FORTH BY THE TBPELS; AND THAT ALL EASEMENTS AS APPEAR OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, TEXAS, BASED ON THE REFERENCED TITLE COMMITMENT OR REPORT, ARE DEPICTED OR NOTED THEREON AND THAT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVE ARE PROPERLY MARKED WITH IRON RODS OF 5/8 INCH DIAMETER AND TWENTY-FOUR (24) INCHES LONG, UNLESS FOUND OR NOTED OTHERWISE, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

DATED THIS THE 23RD DAY OF FEBRUARY, 2026, A.D.

**(PRELIMINARY)**

(SURVEYOR SIGNATURE)

5197

(TEXAS REGISTRATION NO.)

JON E. HODDE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5197  
HODDE & HODDE LAND SURVEYING, INC.  
613 EAST BLUE BELL ROAD  
BREHMAN, TEXAS 77833  
(979)-836-5681  
TBPELS SURVEY FIRM REG. NO. 10018800

**OWNER DEDICATION**

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

WE, BLEX EXCHANGE III LP, OWNERS OF THE PROPERTY SUBDIVIDED IN THE FOREGOING MAP OF RIDGEWOOD FARMS SUBDIVISION, SECTION ONE, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID BLEX EXCHANGE III LP ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS THEREON SHOWN AND DESIGNATE SAID SUBDIVISION AS RIDGEWOOD FARMS SUBDIVISION, SECTION ONE, LOCATED IN THE JAMES SCHRIER SURVEY, A-98, WASHINGTON COUNTY, TEXAS, AND ON BEHALF OF SAID BLEX EXCHANGE III LP, DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT WE, BLEX EXCHANGE III LP, OWNERS OF THE PROPERTY SUBDIVIDED IN THE FOREGOING MAP OF RIDGEWOOD FARMS SUBDIVISION, SECTION ONE, HAVE COMPLIED OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE COUNTY AND ADOPTED BY THE COMMISSIONERS COURT OF WASHINGTON COUNTY, TEXAS.

THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL EASEMENTS SHOWN HEREON.

FURTHER, WE, BLEX EXCHANGE III LP, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND, A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING WASHINGTON COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENTS AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF WASHINGTON COUNTY, BY WASHINGTON COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER.

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WITNESS OUR HANDS IN BRENHAM, WASHINGTON COUNTY, TEXAS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME & TITLE)

**NOTARY PUBLIC ACKNOWLEDGMENT**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,

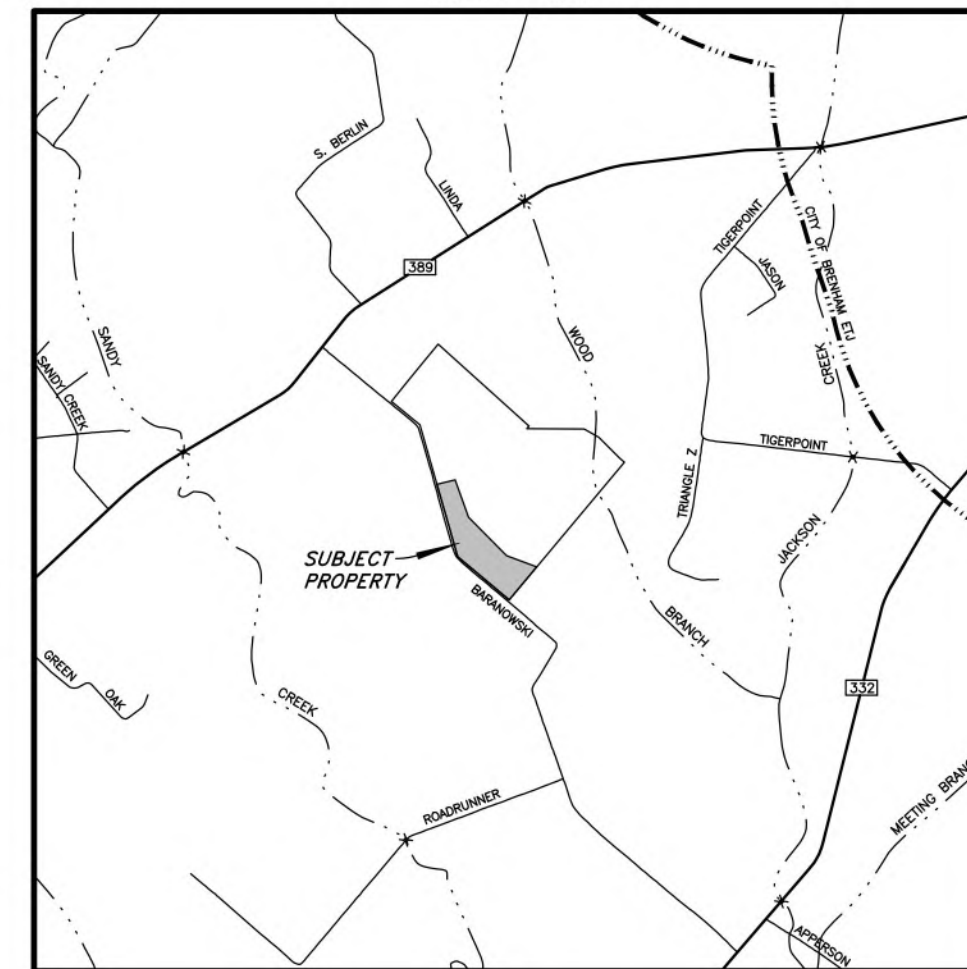
2026, BY \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

**VICINITY MAP**

SCALE: 1" = 3000'



**COMMISSIONERS' COURT ACKNOWLEDGMENT**

APPROVED BY THE COMMISSIONERS COURT OF WASHINGTON COUNTY,

TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
COMMISSIONER, PRECINCT 4

**COUNTY CLERK FILING ACKNOWLEDGMENT STATEMENT**

THE STATE OF TEXAS §  
COUNTY OF WASHINGTON §

I, \_\_\_\_\_, CLERK OF THE COUNTY COURT OF WASHINGTON COUNTY, TEXAS

DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M. IN CABINET FILE \_\_\_\_\_ OF RECORD IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT BRENHAM, WASHINGTON COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

\_\_\_\_\_  
CLERK OF THE COUNTY COURT  
WASHINGTON COUNTY, TEXAS

W. O. NO. 8470 (METRO NAT 8470.DWG) REF: BLEXEXCH8470.LEICA

**Hodde & Hodde Land Surveying, Inc.**  
Professional Land Surveying & Engineering  
613 E. Blue Bell Road . Brenham, Texas 77833  
979-836-5681 . 979-836-5683 (Fax)  
www.hoddesurveying.com

**(PRELIMINARY)**

JON E. HODDE, RPLS NO. 5197  
DATE: FEBRUARY 23, 2026  
THE PURPOSE OF THIS DOCUMENT IS FOR  
PRELIMINARY REVIEW ONLY.  
PRELIMINARY, THIS DOCUMENT SHALL NOT  
BE RECORDED FOR ANY PURPOSE.

**RIDGEWOOD FARMS SUBDIVISION  
SECTION ONE**

CONSISTING OF 8 RESIDENTIAL LOTS CONTAINING 21.727 ACRES TOTAL

**OWNER/DEVELOPER**  
BLEX EXCHANGE III LP  
945 BUNKER HILL ROAD, SUITE 400  
HOUSTON, TEXAS 77024  
PHONE 713-586-6245

**SHEET 2  
OF 2  
(FINAL PLAT)**



## WASHINGTON COUNTY

### Policy for Placing Utilities within the County Right of Way

This policy will, and does, pertain to the placement of utilities within the right of way for all roads, improved and unimproved, within Washington County, Texas, which includes, but not limited to, the following types of roadways: (1) Paved Roads, (2) Gravel Roads, and (3) Dirt Roads.

#### Specific Requirements and Conditions for Proposed Utility Installations and Adjustments

1. Responsibilities of the utility owner/applicant shall include, but not limited to:
  - a. Submission of a written Application Form/Formal Notice of the proposed utility installation to the County Engineer for review and approval by Commissioners Court;
  - b. Designing the specific utility in accordance with all applicable federal/state policies and laws, current industry standards and the county's specific requirements contained herein;
  - c. Providing three (3) copies of the detailed drawings, plan specifications, of the proposed utility line with the written application;
  - d. Payment of the nominal sum of \$300 per each crossing for any type of sanitary sewer and pipeline crossings with the submission of the application/notice;
  - e. Securing all other necessary or required permits, licenses, or approvals before beginning work;
  - f. Securing approval of the Commissioners Court prior to any work being performed;
  - g. Securing necessary site specific utility locates;
  - h. Notifying the County Engineer prior to the beginning of construction in order to insure all work has been approved in Commissioners Court. Notice must be made, no later than, 48 hours prior to commencing construction (*Penalty imposed for non-compliance*);
  - i. Notifying residences and businesses affected by installation within forty-eight (48) hours prior to any work;
  - j. Placing and maintaining the utility on the County right of way in accordance with any and all governing laws, rules, and regulations along with Washington County specific requirements;
  
2. Overhead utility pole installation(s) shall be placed at the edge of the Right of Way to ensure safety of the traveling public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the utility owner's expense.
  
3. Overhead utility installations shall conform to clearance standards of the Texas Department of Transportation and the pole(s) shall be placed in the designated area for power, as specified in the Texas Utility Code, Section 181.045.
  
4. Location of underground utility lines shall be as follows:
  - a. Lines must be placed in the back slope of ditches near the right of way lines, not to interfere with the drainage in the ditch;
  - b. Above ground pedestals or other utility appurtenances, installed as a part of an underground line, shall be located at or near the right of way line and outside of the road maintenance operation area;
  - c. Lines shall not be placed on the top, inside or within ten (10) feet of any existing culverts (road or access driveway pipe);
  - d. Lines shall not be placed under a bridge or within fifty (50) feet of either end of a bridge nor be attached to a bridge;
  - e. All lines shall be located to avoid or minimize the need for adjustment for future road improvements and to permit access to the utility lines for their maintenance with minimum interference to road traffic.

- f. Parallel water, sanitary sewer, high-pressure gas, and liquefied petroleum lines should be constructed on private property.
5. Minimum depth for an underground utility shall be as follows:
- a. at least thirty-six (36) inches below the flow line of the adjacent ditch or drainage;
  - b. a minimum depth of forty-eight (48) inches below the top of pavement;
  - c. Sanitary sewer and low pressure gas or petroleum lines shall be at least forty-eight (48) inches below the flow line of the adjacent ditch or drainage;
  - d. Underground power line crossings and longitudinal lines shall be at least thirty-six inches (36") under roadway ditches, and sixty inches (60") below the pavement surface;
  - e. Cable television and copper cable communication lines shall be buried at least twenty-four inches (24") under ditches or 18 inches beneath the bottom of the pavement structure, whichever is greater.
  - f. All depths of utility lines must be as required and approved.
6. Utility lines that cross County Right of Way shall be clearly marked with readily identifiable and suitable markers for:
- a. High pressure gas or liquid petroleum line
  - b. Fiber optic cable
  - c. Underground power line
  - d. Water line
  - e. Sanitary sewer lines
  - f. Communication cable
  - g. Cable television and copper cable
7. Utility line crossings under a county road shall be bored and encased as follows:
- a. Installed by boring, jacking or tunneling in accordance with TxDOT Standard Specification Item 476. (No open cuts of the County road allowed);
  - b. Encased within steel pipe or other separate structure around and outside the carrier line and shall be designed to support the loads of the roadway and loads imposed thereon, including that of construction machinery;
  - c. Lines operated under pressure and those composed of materials not conforming to material or depth of cover requirements herein shall be encased as prescribed for water lines;
  - d. High pressure welded steel pipeline crossings may be installed without encasement provided such pipelines conform as applicable with 49 Code of Federal Regulations, Part 192, Transportation of Natural and Other Gas By Pipeline, or Part 195, Transportation of Liquids By Pipeline. Such pipelines shall also be designed to withstand internal design pressures and the superimposed loads of the roadway and traffic, including that of construction machinery. In accordance thereof, such pipelines shall provide:
    - i. Increased wall thickness and/or higher strength steel;
    - ii. Greater depth of cover; and
    - iii. Adequate markings, as specified for each type of line discussed herein.
8. Disposal of brush, trees, debris, materials, etc., is the responsibility of the utility installer and shall not be left in the ditch, the right of way, or the road. Rocks that may be dug up by a plow, trencher, tractor or any other equipment, must be disposed of properly. (*Penalty imposed for non-compliance*)
9. Traffic control devices (flagmen, signs, markings, barricades, etc.) must be used to warn motorists of the construction activity during installation and shall conform to the current edition of the Texas Manual of Uniform Transportation Devices (MUTCD). All installation

services to be performed shall not interfere with, nor hinder, the normal flow of traffic. At least one half of the traveled portion of the road must be open to traffic at all times.

10. No open excavation in the county right of way will be left un-attended or un-barricaded during, and after construction period.
11. Road surfaces shall be cleaned at the end of each work day and the right of way will be restored to the original or better condition within 10 days of the completion of work (*Penalty imposed for non-compliance*).
12. Damages to the roadway and/or county right of way will be repaired to their original condition and to the satisfaction of the County Engineer (*Penalty imposed for non-compliance*).
13. Washington County reserves the right to require Applicant to relocate, or lower, any such line at no cost to Washington County, should any alterations or road changes become necessary.  
If future relocation of underground lines shall become necessary:
  - a. The Commissioners Court shall give a written 45-day notice before the date the relocation is to be made.
  - b. This notice will identify the equipment to be relocated and shall indicate the location of the right of way where the person may re-install the equipment.
  - c. The utility company shall pay the cost of repairing any damages made to the county road and or county right of way. Washington County will not be held responsible for any liabilities and expenses incurred from the relocation of any said utility line.
14. Washington County is not responsible for any damages, which may occur to utility lines within the county road or county right of way.
15. Emergency Repairs: When emergency repairs are imminent and it is after hours, or on the weekend, the utility owner shall contact the County Engineer's office and leave a voice message as soon as reasonably possible and within 24 hours of completion construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way.
16. Penalty: All work within the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the road or county right of way. Any and all unrepaired damages incurred due to utility line repairs, and or installations, shall be billed to the Utility Line applicant and/or company. Violations for Non-Compliance will be charged a \$100.00 penalty fee for each violation, per each occurrence.
17. Indemnification: By agreement and acceptance of this policy, the applicant shall assume all risks and hazards incidental to its use of the county right of way under this permit and hold harmless the County of Washington, its officials, employees and agents from any claim arising out of the applicant's performance under this permit.
18. Attachment A: Application Form / Formal Notice for Utility Installation

---

End of Policy

---



Attachment A: Application Form / Formal Notice for Utility Installation

**Washington County Engineering and Development Services**

Road & Bridge Department  
3650 Hwy 36 N  
Brenham, Texas 77833  
(979)277-6275

Date of Application/Notice: March 3, 2026

Proposed Utility Installation Type: 2) 4 Fiber Cables & 2) 3/4 Ducts

Within Right of Way of County Road: Bascome Ln

**APPLICANT:**  
**Industry Communications**

Company Name  
Alli O'Briant

Company Representative/Title  
A. Obriant

Signature  
PO Box 117

Mailing Address  
Industry, TX 78944

(979) 357-4411                      (979) 357-2323

Daytime Phone No.                      Fax No.  
allia@industryinet.com

Email  
Rickey Swonke                      (979) 885-8235

Emergency 24/7 Contact Name and Number

**PROPOSED INSTALLATION / LOCATION/ GPS COORDINATES:**

LOCATION : 4215 Bascome Ln, OVERALL DISTANCE: 350 FT

START LATITUDE : 30.1928445129349, START LONGTITUDE : -96.7312581329047

END LATITUDE : 30.1937794227713, END LONGTITUDE : -96.731108286504

Applicant agrees to comply with conditions and requirements set forth in the current "Washington County Policy for Placing Utilities within the County Right of Way" attached hereto, in the construction of said installation.

A. Obriant  
Applicant Signature

Approved in Commissioners' Court on:

3/17/2026                      John Duranbenger  
Date                                      County Judge



From	To	PType	Units	Feet	Remarks
------	----	-------	-------	------	---------

CONSTRUCTION FOR THE PROPOSED ADDITION OF: 2) 4 FIBER CABLE & 2) ¾ DUCTS

LOCATION : 4215 Bascome Ln  
 START LATITUDE : 30.1928445129349  
 START LONGITUDE : -96.7312581329047  
 END LATITUDE : 30.1937794227713  
 END LONGITUDE : -96.731108286504  
 OVERALL DISTANCE: 350 FT

HANDHOLES ARE 3FT X 2FT X 3FT, MADE OF POLYMER CONCRETE, AND USED FOR FIBER SPLICING WITHIN THE COUNTY RIGHT-OF-WAY (ROW). THEY WILL BE BURIED AT A DEPTH OF 3FT, FLUSH TO THE GROUND, AND PLACED WITHIN 2FT OF THE FENCE LINE TO AVOID INTERFERENCE WITH COUNTY MAINTENANCE ACTIVITIES. THE FIBER CABLE SHALL BE BURIED AT A DEPTH OF 5FT, MEASURED FROM THE BOTTOM OF THE ROADWAY DITCH WITHIN THE ROW.  
 INDUSTRY COMMUNICATIONS AGREES TO RESTORE THE ROW, DRAINAGE, AND CONSTRUCTION AREA TO EXISTING OR BETTER CONDITIONS. ALL PIPELINES AND UTILITIES WILL BE LOCATED THRU TEXAS811 BEFORE EXCAVATION. ROADS, DRIVEWAYS, TREES, AND TIGHT AREAS WILL BE BORED.

As Staked	
Industry Telephone Company	
Name:	James Self
WC:	0000
Exch:	Carmina
State:	Texas
County:	Washington
Section:	0
Staked By:	Date: 3/9/2026
Sheet	1 of 1



WASHINGTON COUNTY  
RIGHT-OF-WAY  
PERMIT  
REQUEST FORM

DATE 12/20/2025

**\*\*If your event will have 25 or more entries (see definition on page 20) you must complete and submit a Right-of-Way application\*\***

Organization Name: National MS Society

Kind of Event: Trail Ride: \_\_\_\_\_ Bicycle Ride:  Bicycle Race: \_\_\_\_\_ Other: \_\_\_\_\_

Address of organizer: 1050 N. Post Oak Road Ste. 240

City: Houston State: TX Zip: 77055

Representative/Promoter for organization:

Name: Luke Vanoudenhaegen - Cadence Sports Title: VP - Event Management

Address: 172 Trademark Drive

City: Buda State: TX Zip: 78610

Phone Number: 503.473.1832 Cell: 503.473.1832

Email: luke@cadencesports.com

Individual(s) Name (partnerships must list all partners, additional pages shall be attached as needed to this page.

I  
**Contact Information**

1. This SHALL be the person who is on SCENE with the event and in charge.

Contact Person: Gary McCall - Cadence Sports  
Title: President  
Address: 172 Trademark Drive  
City: Buda State: TX Zip: 78610  
Phone Number: 214.632.0119 Cell: 214.632.0119  
Email: gary@cadencesports.com  
Emergency Phone Number: 503.473.1832

2. This SHALL be the BACKUP person on SCENE with the event and second in charge.

Contact Person: Camellia Jacks - National MS Society  
Title: Ride Director  
Address: 1050 N. Post Oak Rd. Ste 240  
City: Houston State: Texas Zip: 77055  
Phone Number: 281.793.8566 Cell: 281.793.8566  
Email: camellia.jacks@nmss.org  
Emergency Phone Number: 503.473.1832

II  
**Texas Mass Gatherings Act**

Texas Mass Gatherings Act: will this event require a mass Gathering Permit as required by Texas Health and Safety Code, Title 9, Safety, Subtitle A, Public Safety, Chapter 751, Mass Gatherings?

Yes  No

Please contact the Washington County Emergency Management Coordinator for assistance.  
If a permit is required, contact the Washington County Judge's office for a Mass Gathering  
Application which should be completed and attached.

### III Property Owners Information

1. Starting Point:

Property Owner: La Grange County Fairgrounds  
Address: 1899 Jefferson St.  
City: La Grange State: Texas Zip: 78945  
Phone Number: 979.968.5600 Cell \_\_\_\_\_  
Email: \_\_\_\_\_  
Tax Appraisal R Number: \_\_\_\_\_

2. Ending Point:

Property Owner: Kyle Field - Texas A&M University  
Address: 756 Houston St.  
City: College Station State: Texas Zip: 77893  
Phone Number: \_\_\_\_\_ Cell \_\_\_\_\_  
Email: \_\_\_\_\_  
Tax Appraisal R Number: \_\_\_\_\_

3. GPS Coordinates of Starting/Ending Points:

: 29.9268 / 30.6101 North  
: 96.8855 / 96.3901 West

Note: As the property owner, I agree that any and all Law Enforcement personnel may enter my property at any time to enforce any and all provisions of this permit or for any other lawful entrance.

By: Luke Vanoudenhagen  
Print

Date:

By: L. Vanoudenhagen  
Signature

Title: VP - Event Management

#### IV Time and Route

1. The event will have a start date of:

Month April Day 25 Year 2026 Time: 6:45AM

2. The event will have an end date of:

Month April Day 26 Year 2026 Time: 6:00PM

3. The planned route will affect these Washington County Roads, State of Texas Roads and US Highways at the approximate times stated below. It is noted that all entries must abide by all Local, State, and Federal laws. (Including traffic laws)

Road Name	Time
<u>Attached Detail</u>	

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Applicant must attach (1) printed map that outlines the planned route.**

V  
Entries

1. Estimated number of entries that will be involved must be listed below. If number of entries exceeds the estimate provided below, the event shall be terminated immediately.

a. Number of riders:	6,000
b. Number of animal drawn vehicles--must meet Texas Traffic Code to operate on a public roadway:	0
c. Number of vehicles--trucks	12
--trailers	0
--cars	12
--others (explain) <u>Support Vans</u>	35
--others (explain) _____	_____
--others (explain) _____	_____
--others (explain) _____	_____

**NOTE:**  
--No persons may ride in the bed of a pickup truck or trailer under the age of 18 years old.

--No person may ride in/on a trailer on a public roadway unless participating in a parade/hayride, as provided by Texas Transportation Code.

--ATV ie: 4 wheelers, side by sides, golf carts or any other type of off road vehicles are not allowed on public roads unless they are in compliance with State Laws.

2. Number of ATV's (in compliance with state law): 0

## VI

### Participants/attendees

1. Estimated number of participants, attendees, vendors, and staff that will be involved: 6,000. If number of participants/attendees, vendors, and staff exceeds the estimate provided above, the event shall be terminated immediately.
2. Please describe below how the number of participants/attendees, vendors, and staff will be controlled (as not to exceed the estimated number above).

Historically there is no cap on registration for this event. That said, 6,000 riders is the max ridership that we have seen over the years. In addition, since Washington County is on the second day of the ride, overall ridership is typically much lower

## VII

### Activity Agenda

1. A description of the planned activity is as follows:

The Texas MS 150 is a cause-related cycling event that benefits the National MS Society. The event is entering its 41st year and is the 5th largest cause-related ride in America.



7. Will there be publicity encouraging attendance or advertising for this event:

YES  NO

- a. If yes, attach one (1) copy of all the publicity ie; flyers, documents, posters, Facebook pages, website, etc. prior to the date of this Permit Request Form
- b. If different/revised publicity ie; flyers, documents, posters, Facebook pages, website or the likes is distributed/used/published after the date of this Permit Request Form is submitted, it must be PRESENTED TO Washington County. The changes must be sent to the Administrator at the place below.

County Official: \_\_\_\_\_

Mail: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

E-mail: \_\_\_\_\_

### VIII Concessions

Will Concessions be available during this event? YES  NO

1. Food: \_\_\_\_\_ YES  NO

a. provided with entry fee (giveaway) YES  NO

b. available to purchase YES NO

2. Non-alcoholic beverages: \_\_\_\_\_ YES  NO

a. Provided with entry fee (giveaway) YES  NO

b. Available to purchase YES NO

3. Alcoholic beverages: \_\_\_\_\_ YES NO





Traffic Escort Entity: (11)

Address:

Contact person:

Title

Phone #:

Cell phone #:

E-mail:

b. Head of Traffic Escort who will be on scene:

Name of Person:

Title

Address:

Phone #:

Cell phone #:

E-mail:

A copy of the above mentioned contract must be attached to this page.

c. Approved by Washington County Sheriff Office:

By:

Print

Date:

By:

Signature

Title:

XI

Coggins Papers

All equine must have current Coggins tests before they will be allowed to participate at the event. The Coggins papers may be checked by the Texas Animal Health Commission.

Please see Texas Administrative Code, Section 49.4 for more information.

**XII**  
**Applicant**  
**Acknowledgement**

I have reviewed this Washington County Right-of-Way Permit Request Form and I agree that I will abide by all the terms and conditions should this Permit Request Form be approved by the Washington County Commissioners Court.

YES  NO

I hereby acknowledge that all information on this Permit Request Form is true and that I will follow all the rules and regulations as set out in this Permit Request Form and any and all local, state, and federal laws and I further hereby acknowledge that if I provided incorrect information on any documents requested, this request will be denied and the Permit Request Form is terminated, and no money will be refunded.

YES  NO

I also understand that any and all permits, required forms, and any/all approvals must be submitted along with this application and approved by Washington County Commissioner Court at least 90 days prior to the date of the event.

YES  NO

I also understand that as the requestor and promoter of this event, we accept all liability as it relates to any property damage or injuries that occur during this event.

X  
YES \_\_\_\_\_ NO \_\_\_\_\_

I acknowledge that I understand that if any criminal activities occur at my event or if I am in violation of this permit at any time, the permit can be revoked, and the event will be immediately terminated by any Texas Peace Officer and everyone will be required to vacate the event and there will be no refund of any money.

YES  NO

**XIII**  
**Section Headings**

Headings and titles at the beginning of the provisions of this Right-of-Way Permit Request Form have been included only to make it easier and more convenient to locate the subject matter covered by that part, section or subsection and shall not be used in interpreting or construing this Right-of-Way Permit Request Form.

XIV

Governing Law

The validity and interpretation of any of the terms and provisions of this Permit Request Form or of the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. The venue for any cause of action arising out of this Permit Request Form and/or the permit shall be in Washington County, Texas.

XV

Severability

In the event that any one or more of the provisions contained in this Permit Request Form shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, by a Court of competent jurisdiction, such invalidity, illegality, or enforceability shall not affect any other provision of this Permit Request Form and this Permit Request Form shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XVI

Gender and Number

Words of any gender in this Permit Request Form shall be construed to include any other gender; and words in either number shall be construed to include the other, unless the context in this Permit Request Form clearly requires otherwise.

XVII

Permit Fee

A fee of \$100 will be collected and deposited in Washington County's account before any work will be performed in conjunction with the approval of this Permit Request Form. This fee is non-refundable.

a. Date paid: \_\_\_\_\_

b. Received by: \_\_\_\_\_

XVIII

Amendment/Modification

Any amendment or modification to the terms of this Permit Request Form or any Exhibit attached hereto shall be in writing, shall be dated subsequent to the date of this Permit Request Form, shall be approved by the Washington County Commissioners Court and shall be signed by each party to this Permit Request Form. No officer, agent, employee or representative of Applicant has any authority to amend or modify the terms of this Permit Request Form or any Exhibit attached hereto, unless expressly granted that authority by the Washington County Commissioners Court.

XIX

Administrator

Washington County Commissioner Court in session on the 31<sup>st</sup> day of July, 2018 has appointed Washington County Office of Emergency Management as the Administrator for this type of permit.

All correspondence pertaining to this Permit Request Form shall be directed to:

Department: Washington County Office of Emergency Management Attn: Bryan Ruemke

Mail: 1305 E. Blue Bell Rd., Brenham, TX 77833

Phone #: 979-353-7683

E-mail: bruemke@wacounty.com

XX

Signatures  
of  
Applicants

**Representative/Individuals**

By: \_\_\_\_\_

Luke Vanoudenhaegen

Print

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

12.20.25

\* By: L. Vanouderhagen  
Signature

Title: VP - Event Management

Mailing Address: 172 Trademark Drive

City Buda State TX Zip 78610

Phone #: 503.473.1832 Cell phone #: 503.473.1832

E-mail: luke@cadencesports.com

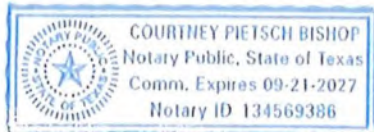
NOTARY REQUIRED

I Lucas Vanouderhagen do hereby solemnly swear, under penalty of perjury, that all information provided herein is true and correct.  
Print Claimant Name

L. Vanouderhagen  
Signature of Claimant

Sworn to and Subscribed before me Courtney P. Bishop, Notary Public in and for the State of Texas this 9 day of January, 2026 (year).

Seal



Courtney P. Bishop

Commission Expiration: 09-21-27

Representative/Individuals

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print

\* By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

NOTARY REQUIRED

I \_\_\_\_\_ do hereby solemnly swear, under penalty of perjury, that all information provided herein is true and correct.

*Signature of Applicant*

Sworn to and Subscribed before me \_\_\_\_\_, Notary Public in and for the State of Texas

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

Seal

Commission Expiration: \_\_\_\_\_

\* By signing this request form, we agree to comply with the restrictions set out in this permit and all laws of the State of Texas.

**XXI**  
**Signatures**  
**of**  
**Officials**

Approved By;

WASHINGTON COUNTY SHERIFFS OFFICE

TREY HOLLEWAY

By: \_\_\_\_\_

Print

Date: 03/13/2026

*Trey Holleway*

By: \_\_\_\_\_

Signature

Title: Sheriff Phone #: (979)251-6251

E-mail: E-mail: \_\_\_\_\_ +holleway@washingtoncountytexas.gov

Note: Signatures may also required for Traffic Escorts and for Security.

Acknowledged By;

**WASHINGTON COUNTY OFFICE OF EMERGENCY MANAGEMENT**

By: Byron Ruemke Date: \_\_\_\_\_  
Print

By: \_\_\_\_\_  
Signature

Title: Emergency Management Coordinator Phone #: (979)353-7663

E-mail: bruemke@wacounty.com

Acknowledged By;

**WASHINGTON COUNTY EMS**

By: Kevin Deramus Taylor Leonard Date: 3-13-26  
Print

By: \_\_\_\_\_  
Signature

Title: EMS Director Phone #: (979)277-6267

E-mail: kderamus@wacounty.com tleonard@washingtoncountytx.gov

Acknowledged By;

**WASHINGTON COUNTY ROAD and BRIDGE DEPARTMENT**

By: Wesley Stolz Date:  
Print

By: *Wesley Stolz*  
Signature

Title: County Engineer Phone #: (979)277-6275

E-mail: wstolz@wacounty.com

Acknowledged By;

**WASHINGTON COUNTY 911**

By: ~~Robyn Hood~~ Raleigh Wellmann Date: 03/13/26  
Print

By: *Raleigh Wellmann*  
Signature

Title: Interim Director Phone #: (979)277-7373

E-mail: ~~rhod@wacounty.com~~ raleigh.wellmann@washingtoncountytexas.gov

Approved By;

**WASHINGTON COUNTY RIGHT-OF-WAY ADMINISTRATOR**

By: Bryan Ruemke Date:  
Print

By:

Signature

Title: Emergency Management Coordinator

Phone #: (979)353-7683

E-mail: bruemke@wacounty.com

XXII

Washington County

Commissioner Court

Action

On this the 17 day of March 2018 26 the Washington County  
Commissioner Court hereby voted to:

Approve this permit request

Deny this permit request

This is a request for a Right-of-Way Permit. This action is recorded in the minutes of the meeting of the same date as this action.

X John Durnberger

County Judge

# Exhibit A

## Definitions

1. **Animal and Animal-Drawn Vehicles** as defined by Texas Transportation Code 542.003 as follows:  
A person riding an animal on a roadway or operating a vehicle drawn by an animal on a roadway has the rights and duties applicable to the operator of a vehicle under this subtitle, except a right or duty that by its nature cannot apply to a person riding an animal or operating a vehicle drawn by an animal.
2. **Bicycle** is defined as any bicycle, unicycle, tricycle, skate board, roller skates or any form of human or mechanical power vehicle.
3. **Bicycle Ride/Race** is defined as the same as event.
4. **Entry/Entries** is defined as any wagon, cart, buggy, trailer, animal, bicycle, vehicle or any wheeled device. All entries must meet and obey all local, state and federal laws, including but not limited to person or persons participating in, attending, watching, working for the event.
5. **Entry Fee** is defined as a gate fee, admission fee, entrance fee, admission charge.
6. **Event** is defined as a thing that happens, a planned or unplanned public or social occasion which has a gathering of people for the purpose of but not limited to a trail ride, parade, camp out, bicycle ride, bicycle race or rally, ceremony, party, recreational gathering, meet, adventure, competition, contest, occasion, celebration, or get together.
7. **Permit Request Form** is defined as an Event Request Form.
8. **Person** is defined as an individual, group of individuals, firm, corporation, partnership, or association.
9. **Participants** is defined as the same as attendee, partygoer, observer, watcher, viewer, gaper, spectator, or participant.
10. **Promote** is defined as to organize, manage, finance, or hold an event.
11. **Promoter** is defined as a person who promotes, finances, oversees, manage, control, supervise, direct, or organize an event and/or a mass gathering.
12. **Ride** is defined as the same as event.
13. **Race** is defined as the same as event.
14. **Security Personnel** as defined by this form is off duty peace officers certified by the State of Texas.

15. Traffic as defined by Texas Transportation Code #541.301 are pedestrians, ridden or herded animals, and conveyances, including vehicles and streetcars, singly or together while using a highway for the purposes of travel.
16. Traffic Escort as defined by this form is off duty peace officers certified by the State of Texas.
17. Trail Ride is defined as a function where two or (2) or more are gather together to ride animals such as horses.
18. Vehicle is defined as any device or form of a device with a wheel or wheels that will move under its own power, and/or assisted by any form of auxiliary power can be animal, human, or natural (such as, but not limited to solar, wind), or any other form of mechanical power.
19. WSCO is defined as the Washington County Sheriff Office

## WashingtonCountyMassGatheringPermit-Application

An application must be submitted to the Washington County Office of Emergency Management at least 60 days prior to the planned mass gathering.

### Event Description

Organization Name	Chappell Hill Historical Society (CHHS)
Organization's Address	9060 Poplar St.& FM 1155 from Providence St. to FM 2447 Chappell Hill, Texas 77426
Property Owner's Name	Chappell Hill Historical Society (CHHS) & TXDOT
Property Owner's Address	9220 Poplar St. TXDOT Chappell Hill, Texas 77426
911 address of the event location If there is no 911 address on file, provide the GPS (decimal degree) coordinates of the primary entrance to the event.	Start: FM 1155 from 30.1413224 North, -96.2574837 West to 30.143197 North, -96257151 West  End: Poplar Lot 30.141081 North -96.255678 West
Property description of event location	
Date(s) of mass gathering	Saturday, April 11, 2026 to Sunday, April12, 2026
Time(s) of the event	Saturday, April 11 <sup>th</sup> from 9:00 am to 6:00pm Sunday, April 12 <sup>th</sup> from 10:00am to 5:00pm
Maximum number of persons to be allowed to attend the event	20-30K over the course of the weekend, not all at once

Permit application will be put on the Washington County Commissioners' Court Agenda for approval or denial before the event and promoter of following representative will be available if necessary:

Name Juanita Phillips- Bluebonnet Festival Chairperson

Contact Information Chappell Hill Historical Society

9220 Poplar St. Chappell Hill, Texas 77426

979-836-6033 or 832-419-2108 chhstxmuseum@gmail.com

# WashingtonCountyMassGatheringPermit-Application

## Event Financial and Contractual Obligations

Attach the following documentation:

- VA certified copy of the agreement between the promoter and property owner.
- List of the name of each performer and of their agent who has agreed to appear at the mass gathering including a description of terms of the agreement, if applicable
- VA copy of liability insurance for the event.

## Health and Sanitation Compliance

Applicants are required to follow the minimum standards of Texas Administrative Code, Title 25, Part 1, Chapter 265, Subchapter A, Section 265.3 (Water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care, and final site cleanup).

Describe the steps taken to ensure that minimum standards of health and sanitation will be maintained during the gathering.

**The Chappell Hill Historical Society rents 35 regular units (which are equally separated Male & female), 6 handicap units, 2 ADA units and 11 hand sanitizer stations. Additionally, the Chappell Hill Museum is open which has 3 female stalls and 2 male stalls. Additionally, some of the businesses on main Street have public restrooms. There are 20+ additional stalls and or portables on non-Society properties for the use of the public.**

**We rent 4 dumpsters, one the food court and 3 additional at the museum, which are located behind the museum. Building at 9220 Poplar St. All of which are made available to the vendors. We engage volunteers to gather trash from barrels throughout the day during both days of the festival, and we engage private contractors to clean the entire grounds used by the festival that Monday. K & H Portable Toilets cleans the portables on Saturday night.**

**The Chappell Hill Historical Society (CHHS) treats all Society properties for ants, bees, wasp, etc. prior to the festival and makes ant poison and various insects and bug sprays readily available throughout the festival hours.**

**Water is available for all food court vendors. Bottled water is made available throughout the festival grounds by food and beverage vendors. Chappell Hill VFD, as well as businesses throughout the festival grounds.**

Describe the steps taken to ensure the physical health/safety of the persons attending.

**EMS is roaming and in constant communication with Festival Co-Chairs and Vendor Coordinator. EMS is overseen by a County Medical Director. We have several Sheriff Deputies on hand as well as volunteers that assist with traffic and maintain contact with DPS regarding HWY 290 safety. We have 10-15 volunteers in the Main Street parking lot that can assist with exit traffic in the parking lot. We have 5-10 CHHS Board members and volunteers that stand ready to assist with any emergency. The Sheriff Deputies also assist in the parking lot and with overnight security.**

Describe the preparation taken to provide adequate medical and nursing care.

## WashingtonCountyMassGatheringPermit-Application

Please review the EMS contract, they will be roaming with a vehicle that contains an AED, and all medical supplies. The Chappell Hill Bank has an AED, as does CHVFD, the Chappell Hill Museum has an AED and the Chappell Hill Bakery & Deli. Washington County EMS will also have an ambulance on standby at the CHVFD and they are overseen by the County Medical Director.

### Public Safety Compliance

Applicants are required to follow the minimum standards of the Texas Administrative Code, Title 37, Part 1, Chapter 1, Subchapter L, Sections 1.161-1.169)

Describe how attendance will be limited to the maximum number stated in the event description above.

Access to the festival is controlled by the amount of available parking spaces. It prevents too many people overwhelming all facilities. Officers hired from the WorkZone Traffic Control, LLC are there to reduce traffic, prevent pedestrian injuries and maintain a safe environment for all people involved. Chappell Hill Historical Society (CHHS) also installs safety event fencing to separate vehicular traffic from pedestrian traffic. Please see attached traffic control plan. The road is closed at 9:00am on Friday, and there is a plan in place to securely clear FM 1155 of vendors after 5:00pm on Sunday.

## WashingtonCountyMassGatheringPermit-Application

Describe the preparations you will take to provide traffic control.

**We have several Sheriff Deputies on hand as well as volunteers that assist with traffic and maintain contact with DPS regarding HWY 290 safety. We have 10-15 volunteers in the Main Street parking lot that can assist with exit traffic in the parking lot. We have 5-10 CHHS Board members and volunteers that stand ready to assist with any emergency. The Sheriff Deputies also assist in the parking lot and with overnight security.**

Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner.

**Officers hired from the WorkZone Traffic Control, LLC are there to reduce traffic, prevent pedestrian injuries and maintain a safe environment for all people involved. Chappell Hill Historical Society (CHHS) also installs safety event fencing to separate vehicular traffic from pedestrian traffic. Please see attached traffic control plan. The road is closed at 9:00am on Friday, and there is a plan in place to securely clear FM 1155 of vendors after 5:00pm on Sunday.**

Describe the preparations you will take to supervise minors who may attend the mass gathering.

**Chappell Hill Historical Society (CHHS) strictly follows all TABC set guidelines and rules. For alcohol sales and we do check IDs. We train volunteers, and a Board Member directly oversees beer sales and assists with all aspects of the Beer Booth.**

Identify the location on the grounds where the promoter or a representative will be available at all times during the event.

**There is 1 employee, 8 Board Members, 1 Festival Chairperson and 1 Vendor Coordinator. There will be someone available at the Vendor Headquarters Building (yellow storage building) on the Poplar Lot at 9060 Poplar St.**

## Road Closure Request

If road closures are required, please fill out Appendix A.

## Acknowledgement

I acknowledge that all food concessionaires must have a current STATE Food Establishment Permit issued by the Texas Department of State Health Services for the event and must be able to produce a copy of that permit upon request.

I acknowledge that if alcoholic beverages are to be sold or provided, a Texas Alcohol Beverage Commission Permit for the event is required.

I have reviewed and agree to follow the minimum standards for Texas Administrative Code, Title 25, Part

## **WashingtonCountyMassGatheringPermit-Application**

1, Chapter 265, Subchapter A, Section 265.3 (Water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care, and final site cleanup).

## WashingtonCountyMassGatheringPermit-Application

I have reviewed and agree to follow the minimum standards for Texas Administrative Code, Title 37, Part 1, Chapter 1, Subchapter L, Sections 1.161-1.169. (Copy of standards included in application packet)  
[https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=1&interface=VIEW\\_TAC&part=1&subchapter=L&title=37](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=1&interface=VIEW_TAC&part=1&subchapter=L&title=37)

I acknowledge that the mass gathering event is subject to no notice inspections and that any violations of the rules may cause the event to be shut down and the promoter subjected to fines.

Notary Required

I, Juanita Phillips do hereby solemnly swear, under the penalty of perjury, that provided herein is true and correct.

Juanita Phillips  
Signature of Claimant

Sworn to and Subscribed before me, Stephanie Dughdheminnier, Notary Public in  
and for the State of Texas this 21<sup>st</sup> day of January, 2021 (year).



Stephanie Dughdheminnier

Commission Expiration 3/15/2027

**WashingtonCountyMassGatheringPermit-Application**

**Approved By:**

**Washington County Sheriffs Office**

By: \_\_\_\_\_  
Print

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

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**Washington County Office of Emergency Management**

By: \_\_\_\_\_  
Print

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

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**Washington County EMS**

By: \_\_\_\_\_  
Print

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

# WashingtonCountyMassGatheringPermit-Application

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

**WashingtonCountyMassGatheringPermit-Application**

**Washington County Mass Gathering Activity  
Administrator/Coordinator**

By: \_\_\_\_\_  
**Print**

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

By: \_\_\_\_\_  
**Signature**

Title: \_\_\_\_\_

**Washington County 911**

By: \_\_\_\_\_  
**Print**

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

By: \_\_\_\_\_  
**Signature**

Title: \_\_\_\_\_

**Washington County Mass Gathering Activity  
Administrator/Coordinator**

By: \_\_\_\_\_  
**Print**

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

# WashingtonCountyMassGatheringPermit-Application

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**WashingtonCountyMassGatheringPermit-Application**

Washington County  
Commissioner Court Action

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Washington County  
Commissioner Court hereby voted to:

\_\_\_\_\_ **APPROVED; PERMIT GRANTED**

\_\_\_\_\_ **DENY; PERMIT NOT GRANTED**

This request for a permit for a Mass Gathering Permit. This action is recorded in the minutes of the meeting of the same date as this action.

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

# WashingtonCountyMassGatheringPermit-Application

## Appendix A

### Road Closure Request

I request that the roads/streets below be closed on the date(s) and time(s) listed below:

Road/Street Name	Date(s)	Time
<u>Main St. / FM 1155 from 290 to Chestnut</u>	<u>4/ 10/2026 to 4/12/2026</u>	<u>7:00AM to 6:00PM</u>
<u>Providence St.</u>	<u>4/10/2026 to 4/12/2026</u>	<u>7:00AM to 6:00PM</u>
<u>Church St.</u>	<u>4/10/2026 to 14/12/2026</u>	<u>7:00AM to 6:00PM</u>
<u>Sycamore St.</u>	<u>4/10/2026 to 4/12/2026</u>	<u>7:00AM to 6:00PM</u>
<u>Poplar St.</u>	<u>4/10/2026 to 4/12/2026</u>	<u>7:00AM to 6:00PM</u>
<u>HWY 290 (just traffic)</u>	<u>4/10/2026 to 4/12/2026</u>	<u>7:00AM to 6:00PM</u>
<u> </u>	<u> </u>	<u> </u>

Stephanie Ddughdhnemimnier

Printed Name

1/1/2026

Date

Stephanie  
Signature Ddughdhnemimnier

**Chappell Hill Historical Society**  
**Bluebonnet Festival 2026**  
**April 11<sup>th</sup> and 12<sup>th</sup>, 2026**  
**ENTERTAINMENT AGREEMENT**

Dear Artist,

Thank you for your consideration in performing during the 2026 Bluebonnet Festival, April 11<sup>th</sup> and 12<sup>th</sup>, 2026  
The Society's Guidelines and Policies concerning festival entertainment are:

- The Chappell Hill Historical Society does **NOT** pay an Artist to appear or perform.
- The Artist does **NOT** pay the Chappell Hill Historical Society to appear or perform.
- The Artist may sell their CDs or cassettes to the public during the festival.
- The Artist may take donations by placing an instrument case or jar on the street.
- The Artist may pass out promotional cards or fliers.
- The Artist may negotiate bookings during the festival.
- The Artist may, upon the Society's approval of, secure a sponsor and display a sponsor sign at the stage area.
- The Chappell Hill Historical Society is not responsible for providing electrical hook-ups. The Society will, however, work with the Artist to help locate local businesses/residents who are willing to supply electricity with or without a fee. The Artist is responsible for paying any electrical hook-up fee.
- The Artist is responsible for providing his/her own instruments and sound equipment.
- The Chappell Hill Historical Society will secure performance locations located on festival grounds.
- The Chappell Hill Historical Society will schedule the dates and times of performances, working with input from the Artist.
- Other (as discussed with the Artist):

Below is the day, time and location where you will be performing:

<u>Saturday, April 11<sup>th</sup>, 2026</u>	<u>215-400</u>	<u>Poplar Lot Stage</u>
DAY	START-END TIME	LOCATION

**GENERAL RELEASE:**

The undersigned does hereby and forever discharge the Chappell Hill Historical Society of and from all manner of actions, suits, damages, claims, and demands whatsoever in law or equity, from any loss or damage to the undersigned's property, while in the possession, supervision, or auspices of the Chappell Hill Historical Society, its agents, representatives, or employees.

**Please return a signed and dated agreement to the Society. By signing this form, the Artist agrees to abide by all rules set forth in reference to the 2026 Bluebonnet Festival and in this agreement.**

Business Name Chicken Texas

Name of Contact Dennis Blankenship

Address 11423 Northam Dr

City Tomball ST TX Zip 77375

Phone 7138553342 E-mail me@commonspy.com

Dr Chicken 02/07/2026  
Artist's Signature Date

Stephanie Ddughdhnemimmier 2/5/2026  
Society's Representative Date

Chappell Hill Historical Society \* 9220 Poplar St. \* Chappell Hill, TX 77426 \* (979)836-6033  
[www.chappellhillhistoricalsociety.com](http://www.chappellhillhistoricalsociety.com) \* [chappellhilltxfestivals@gmail.com](mailto:chappellhilltxfestivals@gmail.com)

**Chappell Hill Historical Society**  
**Bluebonnet Festival 2026**  
**April 11<sup>th</sup> and 12<sup>th</sup>, 2026**  
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- The Artist is responsible for providing his/her own instruments and sound equipment.
- The Chappell Hill Historical Society will secure performance locations located on festival grounds.
- The Chappell Hill Historical Society will schedule the dates and times of performances, working with input from the Artist.
- Other (as discussed with the Artist):

Below is the day, time and location where you will be performing:

<u>Saturday, April 11<sup>th</sup>, 2026</u>	<u>1130-200</u>	<u>Poplar Lot Stage</u>
DAY	START-END TIME	LOCATION

**GENERAL RELEASE:**

The undersigned does hereby and forever discharge the Chappell Hill Historical Society of and from all manner of actions, suits, damages, claims, and demands whatsoever in law or equity, from any loss or damage to the undersigned's property, while in the possession, supervision, or auspices of the Chappell Hill Historical Society, its agents, representatives, or employees.

Please return a signed and dated agreement to the Society. By signing this form, the Artist agrees to abide by all rules set forth in reference to the 2026 Bluebonnet Festival and in this agreement.

Business Name Suzanne's Band

Name of Contact Mia Suzanne Walker

Address 23501 Cinco Ranch Blvd. H120-344

City Katy ST TX Zip 77494

Phone 832-465-0015 E-mail Suzannesband@gmail.com

Mia S. Walker 2-5-26  
 Artist's Signature Date

Stephanie Ddughdhnemimnier 2/5/2026  
 Society's Representative Date

THERE IS NO VEHICLE TRAFFIC ON CLOSED STREETS AT ANY TIME BETWEEN 9AM FRI. AND 5PM SUN. UNLESS NOTIFIED BY LAW ENFORCEMENT AND/OR FESTIVAL STAFF.

REVIEWED BY TxDOT:

SIGNED: \_\_\_\_\_  
 DATED: \_\_\_\_\_

CHURCH

**TRAFFIC PLAN**  
**TEMPORARY CLOSURE**  
**FM 1155**

**MAP KEY**

- ★ UNIFORMED OFFICER
- ☆ CITIZENS ON PATROL
- ✱ EMS STATION
- ♿ HANDICAP PARKING
- Ⓟ NO ROADSIDE PARKING SIGN
- 🚐 RVBUS PARKING
- ➡ ROAD CLOSED DETOUR BARRICADE
- ➡ ROAD CLOSED BARRICADE
- ➡ DETOUR SIGN
- 🚚 CHHS VENDOR AREA
- 🚚 NON-CHHS VENDOR AREA
- ➡ ONE-WAY DETOUR ROUTE
- ➡ TWO-WAY DETOUR ROUTE
- 🏠 FESTIVAL HQ
- PEDESTRIAN FENCING

FESTIVAL TRAFFIC AHEAD  
 BE PREPARED TO STOP

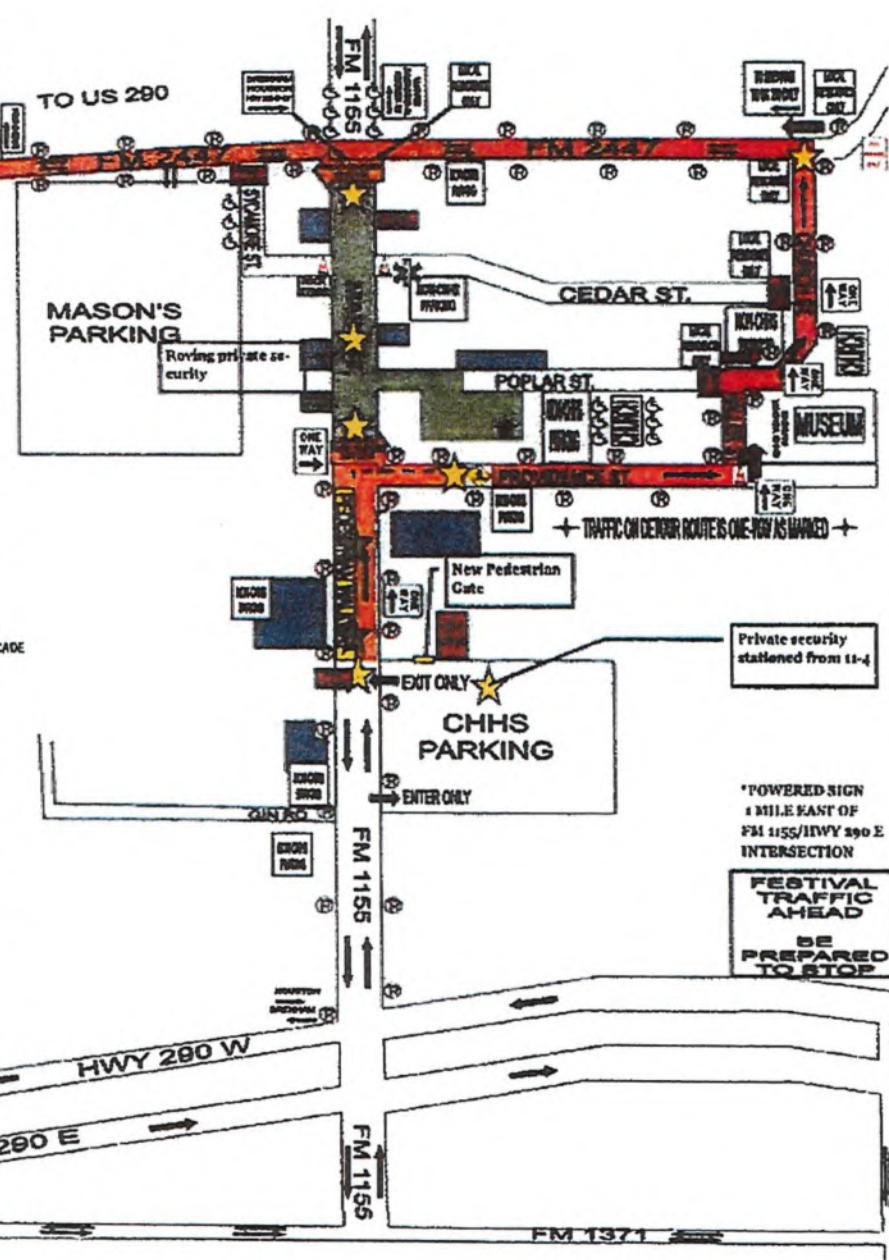
\*POWERED SIGN  
 1/2 MILE WEST OF  
 FM 2447/HWY 290 E  
 INTERSECTION

PREPARED BY:  
**GAMBLE ENGINEERING**  
 FIRM #F-900



3-7-22

↑  
 N  
 NOT TO SCALE



Private security stationed from 11-4

\*POWERED SIGN  
 1 MILE EAST OF  
 FM 1155/HWY 290 E  
 INTERSECTION

FESTIVAL TRAFFIC AHEAD  
 BE PREPARED TO STOP

## Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on the back of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: Chappell Hill Historical Society

Street/Mailing Address: 9220 Poplar Street

City/State/Zip: Chappell Hill, TX 77426

Phone Number: Area Code ( 979 ) 836-8033

**WORKERS' COMPENSATION INSURANCE COVERAGE:**

Endorsed with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b> Hartford Fire Insurance Company			<b>Carrier Phone #:</b> 410-547-3293	
<b>Address:</b> One Hartford Plaza			<b>City, State, Zip:</b> Hartford, CT 06155	
<b>Type of Insurance</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits of Liability:</b>
Workers' Compensation	30WBCCL9259	4/29/2025	4/29/2026	Not Less Than: Statutory - Texas

**COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b> Massachusetts Bay Insurance			<b>Carrier Phone #:</b> 410-547-3293	
<b>Address:</b> 440 Lincoln Street			<b>City, State, Zip:</b> Worcester, MA 06155	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Comprehensive General Liability Insurance Bodily Injury Property Damage OR Commercial General Liability Insurance	ZDQD257344	5/14/2025-	5/14/2026	Not Less Than: \$ 500,000 each occurrence \$ 100,000 each occurrence \$ 100,000 for aggregate OR \$ 600,000 combined single limit

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b> Massachusetts Bay Insurance Company			<b>Carrier Phone #:</b> 410-547-3293	
<b>Address:</b> 440 Lincoln Street			<b>City, State, Zip:</b> Worcester, MA 06155	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Comprehensive Automobile Liability Insurance OR Texas Business Automobile Policy Bodily Injury Property Damage	ZDQD257344	5/14/2025	5/14/2026	Not Less Than: \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

**UMBRELLA POLICY (If applicable):**

<b>Carrier Name:</b> Hanover Insurance Company			<b>Carrier Phone #:</b> 410-547-3293	
<b>Address:</b> 440 Lincoln Street			<b>City, State, Zip:</b> Worcester, MA 01653	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Umbrella Policy	UHQD258325	5/15/2025	5/15/2026	1,000,000

<b>Agency Name</b>	<b>Address</b>	<b>City, State Zip Code</b>
Maury Donnelly & Parr	10150 York Road Suite 420	Cockeysville, MD 21030

Area Code (410) 547-3293  
**Authorized Agent's Phone Number**

  
**Authorized Agent Original Signature**

3/7/2025  
**Date**

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Washington County Mass Gathering Permit-Application

Approved By:

Washington County Sheriffs Office

By: TREY HOLLEWAY  
Print

Date: 03/13/2026

By: Trey Holleway  
Signature

Title: Sheriff

Washington County Office of Emergency Management

By: John Dussanberger  
Print

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

By: John Dussanberger  
Signature

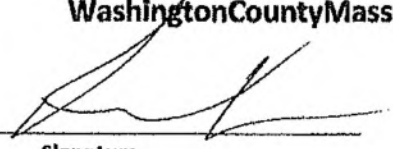
Title: 3/17/2024

Washington County EMS

By: Taylor Leonard  
Print

Date: 3-13-26

**WashingtonCountyMassGatheringPermit-Application**

By:   
Signature

Title: EMS Director

WashingtonCountyMassGatheringPermit-Application

Washington County Mass Gathering Activity  
Administrator/Coordinator

By: JOHN DURRENBERGER  
Print

Date: 3/17/2026

By: John Durrenberger  
Signature

Title: County Judge

Washington County 911

By: Raleigh Wellmann  
Print

Date: 03/13/26

By: Raleigh Well  
Signature

Title: Interim Director

Washington County Mass Gathering Activity  
Administrator/Coordinator

By: \_\_\_\_\_  
Print

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



# HUMAN RESOURCES

## QUARTERLY REPORT

# AGENDA

- HR Department Staffing
- Project Update
- Washington County Staffing
- Training/Development

# MEET OUR TEAM



**AMBER SKALKA**

HR Director



**MEGAN CHESSHER**

HR Generalist



**KARA ROSENBAUM**

Payroll and Benefits



**BEVERLEY ARON**

TEMPORARY  
HR ADMIN



# PROJECT UPDATES



# PROJECT UPDATE

## TIMEKEEPING PROGRESS

- Bi-weekly testing on current timekeeping pay weeks. Working through processing issues
- Down to two final issues – call scheduled for Friday this week.
- Further implementation with Tyler Technologies will be required.

## HUMANITY / ALADATEC SCHEDULING

- Discovered in October that the only user of the scheduler is 911 (Full Adoption).
- Sheriff's Office/Jail/Maintenance – only using it for on-call. Using Excel otherwise.
- EMS – still utilizing W2W (When to Work)

# FY 2027 BUDGET PREP

## **Job Descriptions**

Current Job Descriptions  
Proposed Job Descriptions


## **Position Analysis**

PSPC (Salary Survey Company)  
Classification of Positions  
Recommending Job Titles

## **Salary Review & Compensation Plan**

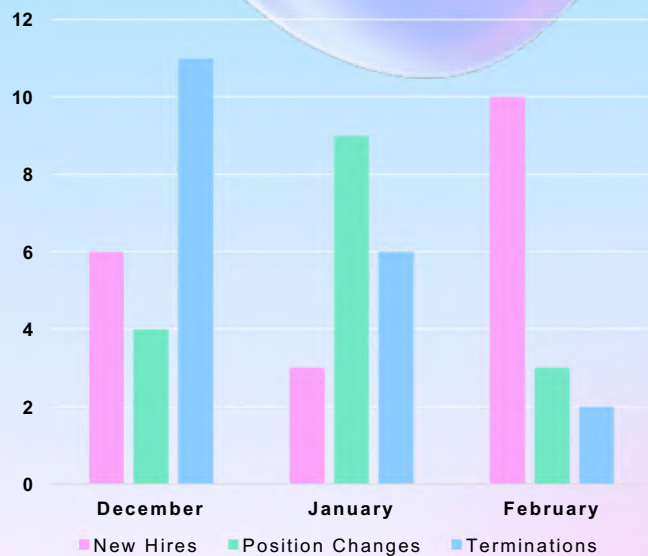
Salary Structure Evaluation  
Market Data Collection

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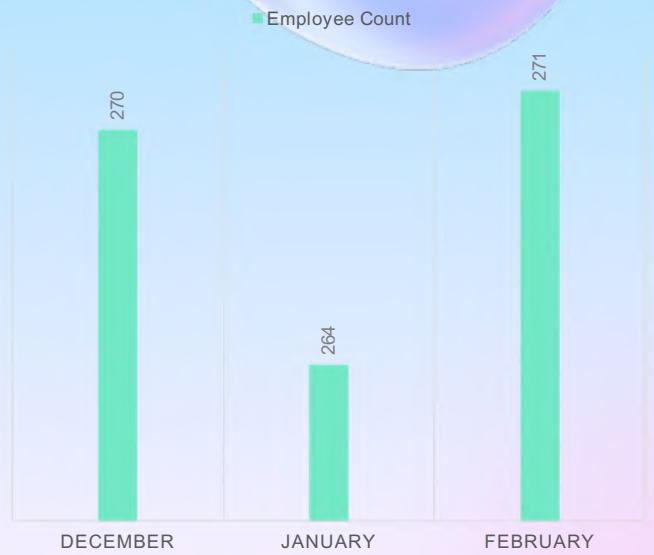


# STAFFING UPDATES

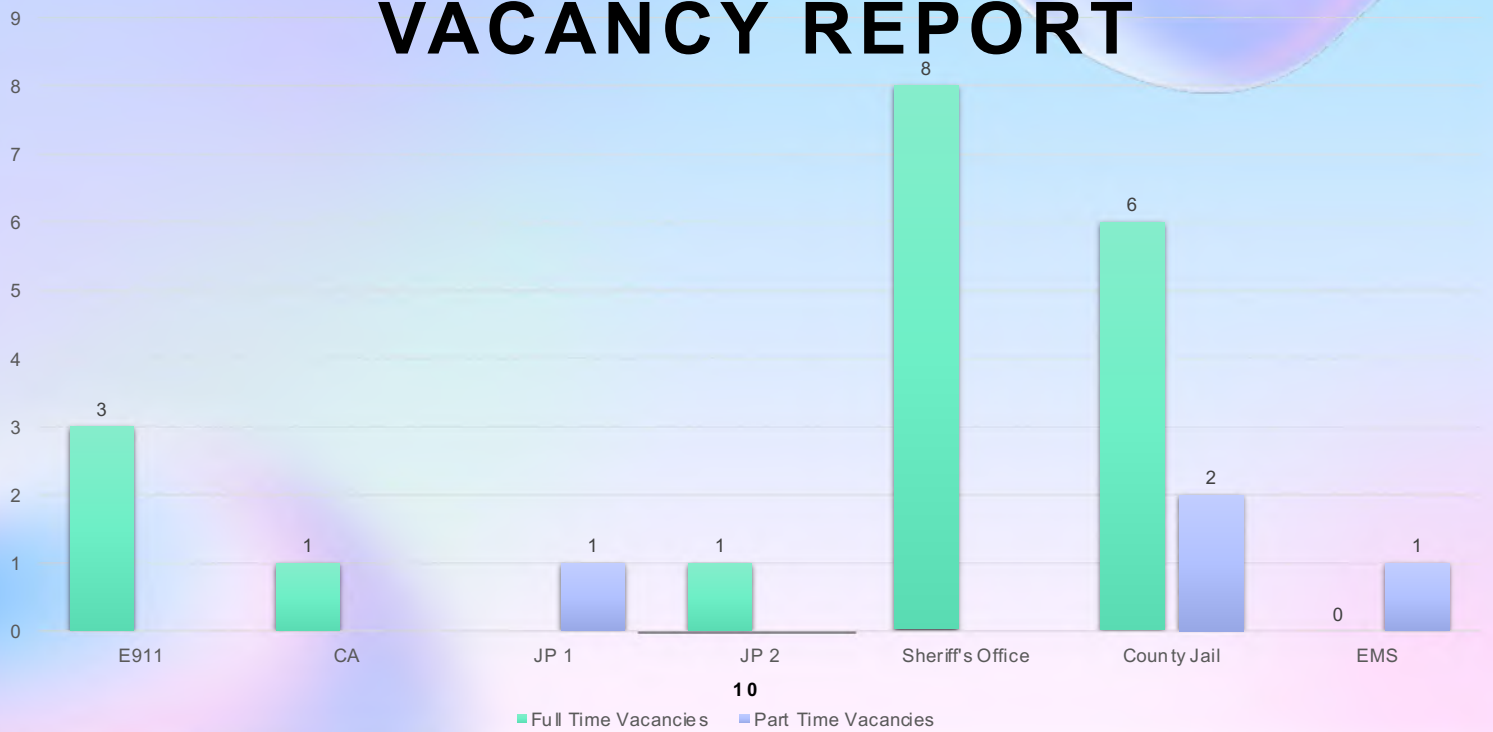
# 2025 QUARTERLY STAFFING CHANGES



# QUARTERLY EMPLOYEE COUNT



# VACANCY REPORT



# FUTURE PLANS



# TRAINING/DEVELOPMENT FUTURE PROJECTS

## HR TRAININGS

- Tyler Incode Software Training
- User Group Training in Tomball (Mar.)
- HR Risk Management (Apr.)

## EMPLOYEE TRAININGS

- Harassment Training (July)
  - County Employees
  - Officials
- Cybersecurity (Late Spring)
- Aladatec (Public Safety)

## HEALTH FAIR

- NEW Sponsor
  - Commissioner Misti Corn
- Explore Health Fair Dates
- Encourage Employees to Attend
- Lunch and Learn Possibility

# TRAINING/DEVELOPMENT FUTURE PROJECTS

## SALARY SURVEY

- Completion prior to FY 2027 Budget
  - Position Classification
  - Market Data Review
  - Evaluation of Scales
  - Development of Public Safety Scales

## JOB DESCRIPTIONS

- Review
- Edits
- Court Approval



Washington County, TX

# Expense Approval Register

KT05641 - 03/17/2026 Accounts Payable Packet

Account Number	Vendor DBA	Description (Item)	(None)	(None)	Amount
010-20246	BRENHAM OPRA HOUSE, LLC	LT262 EVICTION DISBURSEM...			1,000.00
082-20201	TEXAS PARKS & WILDLIFE	TPWD- SCHWARTZ			50.15
082-20201	TEXAS PARKS & WILDLIFE	TPWD- QUEZADA			25.97
082-20201	TEXAS PARKS & WILDLIFE	TPWD- GRANDT			50.15
082-20201	TEXAS PARKS & WILDLIFE	TPWD- HOFFART			121.49
010-20244	PERDUE,BRANDON,FIELDER,...	COLLECTION FEES JP3			628.36
010-20244	PERDUE,BRANDON,FIELDER,...	ATTORNEY FEES JP3			2,017.82
010-20244	PERDUE,BRANDON,FIELDER,...	ATTORNEY FEES JP3 FEB 2026			1,493.29
010-20244	PERDUE,BRANDON,FIELDER,...	COLLECTION FEES JP3			1,991.40
010-20244	PERDUE,BRANDON,FIELDER,...	COLLECTION FEES JP3			1,548.80
082-20201	WASHINGTON COUNTY GEN...	Monthly Recap			16,445.16
084-20201	WASHINGTON COUNTY GEN...	Monthly			21,737.50
015-421903	CRAIG GOULDSON	CULVERT REFUND			125.00
					<b>47,235.09</b>
<b>Department: 0015 - EDS</b>					
015-0015-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			6,834.75
015-0015-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			6,920.54
015-0015-54935	JMENDOZA TREE SERVICE	TREE REMOVAL			2,100.00
015-0015-56345	STRAND ASSOCIATES, INC.	ENGINEERING FOR MEYERSV...			13,145.28
015-0015-56345	STRAND ASSOCIATES, INC.	ENGINEERING FOR MEYERSV...			3,168.00
015-0015-55620	SHAWN MCCORD LOGISTICS,...	LIMESTONE BASE			8,663.76
015-0015-54400	LEGACY WASTE SERVICES, LLC	DUMPSTER SERVICE			250.00
015-0015-54500	AIR VACUUM CORPORATION	AIRVAC FILTERS			4,794.00
015-0015-55620	TEXAS MATERIAL GROUP, INC.	LIMESTONE BASE			6,643.87
015-0015-55620	TEXAS MATERIAL GROUP, INC.	LIMESTONE BASE			1,494.86
015-0015-55620	TEXAS MATERIAL GROUP, INC.	LIMESTONE BASE			6,159.65
015-0015-53390	WALLER COUNTY ASPHALT	COLD MIX			3,031.20
015-0015-54520	SOUTHERN TIRE MART LLC	TIRES			1,064.63
015-0015-54520	SOUTHERN TIRE MART LLC	TIRES			3,368.50
015-0015-55620	979 TRUCKING INC.	LIMESTONE BASE			2,946.05
015-0015-53410	WILSON CULVERTS, INC.	CULVERTS			7,975.20
015-0015-53520	CITY OF BRENHAM	RECLAIMED WATER			530.42
015-0015-54660	WASHINGTON COUNTY APP...	F&M			8,504.50
015-0015-55630	MEC LOGISTICS, LLC	GRADE PB 4			45,126.39
015-0015-55620	ROCK RIDGE TRANSPORT, LLC	LIMESTONE BASE			7,599.83
015-0015-54520	HERRMANN INTERNATIONAL	TRUCK REPAIRS			-116.00
015-0015-54520	HERRMANN INTERNATIONAL	TRUCK REPAIRS			586.56
<b>Department 0015 - EDS Total:</b>					<b>140,791.99</b>
<b>Department: 0023 - JP TECHNOLOGY</b>					
023-0023-59420	LANGUAGE LINE SERVICES	TRANSLATION LINE- JP1			45.59
<b>Department 0023 - JP TECHNOLOGY Total:</b>					<b>45.59</b>
<b>Department: 0027 - CAPITAL PROJECTS</b>					
027-0027-55300	STX BUILDCON LLC	Jail Roof Overlay Project			25,900.00
<b>Department 0027 - CAPITAL PROJECTS Total:</b>					<b>25,900.00</b>
<b>Department: 0035 - EMS DONATION</b>					
035-0035-53100	NATHAN'S BBQ	Beef and Chicken Fajita Meal...			1,885.50
035-0035-53100	AMERICAN SOLUTIONS FOR ...	Shipping			91.54
035-0035-53100	AMERICAN SOLUTIONS FOR ...	Envelopes with window and ...			363.00
<b>Department 0035 - EMS DONATION Total:</b>					<b>2,340.04</b>
<b>Department: 0059 - ACHIEVE FEE COUNTY CLERK</b>					
059-0059-54630	UBEO BUSINESS SERVICES	Copier Rental			165.00
<b>Department 0059 - ACHIEVE FEE COUNTY CLERK Total:</b>					<b>165.00</b>

## Expense Approval Register

Packet: APPKT05641 - 03/17/2026 Accounts Payable Packet

Account Number	Vendor DBA	Description (Item)	(None)	(None)	Amount
<b>Department: 0100 - COUNTY JUDGE</b>					
010-0100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			36.61
010-0100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			41.39
<b>Department 0100 - COUNTY JUDGE Total:</b>					<b>78.00</b>
<b>Department: 0101 - GIS - Rural Addressing</b>					
015-0101-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			22.25
015-0101-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			22.06
<b>Department 0101 - GIS - Rural Addressing Total:</b>					<b>44.31</b>
<b>Department: 0102 - COUNTY COMMUNICATIONS</b>					
010-0102-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			372.62
010-0102-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			390.46
010-0102-54350	CARISSA RAMOS	Meals Per Diem Reimburse...			192.50
<b>Department 0102 - COUNTY COMMUNICATIONS Total:</b>					<b>955.58</b>
<b>Department: 0105 - INFORMATION TECHNOLOGY</b>					
010-0105-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			116.20
010-0105-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			115.30
<b>Department 0105 - INFORMATION TECHNOLOGY Total:</b>					<b>231.50</b>
<b>Department: 0200 - COMMISSIONERS' COURT</b>					
010-0200-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			96.97
010-0200-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			95.76
<b>Department 0200 - COMMISSIONERS' COURT Total:</b>					<b>192.73</b>
<b>Department: 0300 - COUNTY CLERK</b>					
010-0300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			97.57
010-0300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			90.94
<b>Department 0300 - COUNTY CLERK Total:</b>					<b>188.51</b>
<b>Department: 0400 - VETERAN'S OFFICE</b>					
010-0400-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			15.04
010-0400-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			14.88
<b>Department 0400 - VETERAN'S OFFICE Total:</b>					<b>29.92</b>
<b>Department: 0500 - COUNTY AUDITOR</b>					
010-0500-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			74.32
010-0500-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			75.09
<b>Department 0500 - COUNTY AUDITOR Total:</b>					<b>149.41</b>
<b>Department: 0600 - NON-DEPARTMENT</b>					
010-0600-53305	SCOTT-MERRIMAN, INC.	CRIMINAL FILE JACKETS			1,450.00
010-0600-53305	SCOTT-MERRIMAN, INC.	LASER JP RECEIPTS- SPLIT BE...			1,170.00
010-0600-54100	DR. JENNIFER L. ROCKETT, PH...	FORENSIC REPORTING AND T...			1,425.00
010-0600-54135	FORT BEND MEDICAL EXAMI...	AUTOPSY- C. GUSMAN, W. O...			5,200.00
010-0600-54830	KWIK KOPY BUSINESS CENTER	Shipping Invoice # 204110			50.72
010-0600-54830	KWIK KOPY BUSINESS CENTER	Shipping Invoice # 204714			29.07
010-0600-54101	SINGLETON, CLARK & COMP...	FY25 INTERIM 30% AUDITING...			20,400.00
010-0600-52030	AMWINS GROUP BENEFITS, I...	APRIL 2026 GROUP INSURAN...			425.80
010-0600-54800	TEXAS ASSOCIATION OF CO...	COBRA Qualifying Event Noti...			160.00
010-0600-54800	TEXAS ASSOCIATION OF CO...	COBRA QUALIFYING EVENT ...			100.00
010-0600-54800	TEXAS ASSOCIATION OF CO...	COBRA Qualifying Event Noti...			80.00
010-0600-54800	TEXAS ASSOCIATION OF CO...	COBRA Qualifying Event Noti...			60.00
010-0600-54400	CITY OF BRENHAM	UTILITIES - 304 E ALAMO ST			78.20
010-0600-54400	CITY OF BRENHAM	UTILITIES - 306 E ALAMO ST			44.81
010-0600-54400	BLUEBONNET ELECTRIC	UTILITIES - ATS 5500156034			340.25
010-0600-54335	TEXAS ASSOCIATION OF CO...	DEDUCTIBLE			2,365.00
<b>Department 0600 - NON-DEPARTMENT Total:</b>					<b>33,378.85</b>
<b>Department: 0700 - DISTRICT COURT</b>					
010-0700-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			40.21
010-0700-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			39.93
010-0700-54100	ASPEN INVESTIGATIVE SERVI...	INVESTIGATIVE SERVICES CA...			400.00
<b>Department 0700 - DISTRICT COURT Total:</b>					<b>480.14</b>

## Expense Approval Register

Packet: APPKT05641 - 03/17/2026 Accounts Payable Packet

Account Number	Vendor DBA	Description (Item)	(None)	(None)	Amount
<b>Department: 0750 - DISTRICT ATTORNEY</b>					
010-0750-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			550.34
010-0750-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			536.96
010-0750-54520	WASHINGTON COUNTY TAX ...	Vehicle Registration - DA			7.50
<b>Department 0750 - DISTRICT ATTORNEY Total:</b>					<b>1,094.80</b>
<b>Department: 0800 - DISTRICT CLERK</b>					
010-0800-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			116.51
010-0800-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			110.72
010-0800-53100	SCOTT-MERRIMAN, INC.	LASER JURY SUMMONS 2/1			891.66
<b>Department 0800 - DISTRICT CLERK Total:</b>					<b>1,118.89</b>
<b>Department: 0910 - COUNTY COURT AT LAW</b>					
010-0910-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			112.65
010-0910-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			112.26
010-0910-54100	USA CERTIFIED INTERPRETER...	Interpreting Services CAUSE-...			567.00
010-0910-54150	BUNGER LAW FIRM	STATE OF TX VS. J. JOHNSON			400.00
<b>Department 0910 - COUNTY COURT AT LAW Total:</b>					<b>1,191.91</b>
<b>Department: 1000 - JUSTICE OF THE PEACE NO. 1</b>					
010-1000-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			48.13
010-1000-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			47.84
010-1000-54350	DOUGLAS ZWIENER-JP#1	Mileage Reimbursement			60.18
<b>Department 1000 - JUSTICE OF THE PEACE NO. 1 Total:</b>					<b>156.15</b>
<b>Department: 1002 - JUSTICE OF THE PEACE NO. 2</b>					
010-1002-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			42.54
010-1002-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			40.89
<b>Department 1002 - JUSTICE OF THE PEACE NO. 2 Total:</b>					<b>83.43</b>
<b>Department: 1003 - JUSTICE OF THE PEACE COURT NO. 3</b>					
010-1003-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			39.46
010-1003-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			39.04
<b>Department 1003 - JUSTICE OF THE PEACE COURT NO. 3 Total:</b>					<b>78.50</b>
<b>Department: 1004 - JUSTICE OF THE PEACE COURT NO. 4</b>					
010-1004-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			43.09
010-1004-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			42.73
<b>Department 1004 - JUSTICE OF THE PEACE COURT NO. 4 Total:</b>					<b>85.82</b>
<b>Department: 1100 - COUNTY ATTORNEY</b>					
010-1100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			447.45
010-1100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			448.96
010-1100-53100	AUSTIN COUNTY PRINTING	OFFICE SUPPLIES-BUSINESS ...			46.00
010-1100-53100	AMERICAN SOLUTIONS FOR ...	Office Supplies			52.86
<b>Department 1100 - COUNTY ATTORNEY Total:</b>					<b>995.27</b>
<b>Department: 1200 - ELECTIONS</b>					
010-1200-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			52.21
010-1200-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			53.07
<b>Department 1200 - ELECTIONS Total:</b>					<b>105.28</b>
<b>Department: 1300 - TAX ASSESSOR-COLLECTOR</b>					
010-1300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			70.73
010-1300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			72.98
<b>Department 1300 - TAX ASSESSOR-COLLECTOR Total:</b>					<b>143.71</b>
<b>Department: 1400 - County Treasurer</b>					
010-1400-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			56.58
010-1400-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			55.20
<b>Department 1400 - County Treasurer Total:</b>					<b>111.78</b>
<b>Department: 1450 - HUMAN RESOURCES</b>					
010-1450-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			80.49
010-1450-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			74.08
<b>Department 1450 - HUMAN RESOURCES Total:</b>					<b>154.57</b>

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Packet: APPKT05641 - 03/17/2026 Accounts Payable Packet

Account Number	Vendor DBA	Description (Item)	(None)	(None)	Amount
<b>Department: 1500 - APPRAISAL DISTRICT</b>					
010-1500-54700	WASHINGTON COUNTY APP...	GENERAL			31,663.75
<b>Department 1500 - APPRAISAL DISTRICT Total:</b>					<b>31,663.75</b>
<b>Department: 1600 - COUNTY COURTHOUSE</b>					
010-1600-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			727.70
010-1600-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			730.60
010-1600-54932	GENE'S SERVICES, LLC	LAWN CARE			1,287.50
010-1600-54500	ACE HARDWARE BRENHAM, ...	COMPUTER SURGE PROTCT...			26.99
010-1600-54500	DONS APPLIANCE SERVICE	SERVICE CALL			130.00
<b>Department 1600 - COUNTY COURTHOUSE Total:</b>					<b>2,902.79</b>
<b>Department: 1700 - CONSTABLE NO. 1</b>					
010-1700-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			702.67
010-1700-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			703.72
010-1700-54540	WASHINGTON COUNTY ROA...	Fuel - Constable 1			360.29
<b>Department 1700 - CONSTABLE NO. 1 Total:</b>					<b>1,766.68</b>
<b>Department: 1702 - CONSTABLE NO. 2</b>					
010-1702-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			174.10
010-1702-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			183.23
<b>Department 1702 - CONSTABLE NO. 2 Total:</b>					<b>357.33</b>
<b>Department: 1703 - CONSTABLE NO. 3</b>					
010-1703-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			198.71
010-1703-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			186.88
010-1703-54540	WASHINGTON COUNTY ROA...	Fuel - Constable 3			38.34
<b>Department 1703 - CONSTABLE NO. 3 Total:</b>					<b>423.93</b>
<b>Department: 1704 - CONSTABLE NO. 4</b>					
010-1704-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			188.25
010-1704-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			186.07
010-1704-54520	PRO AUTO SUPPLY	STRIP WHEEL KIT			82.09
010-1704-54540	WASHINGTON COUNTY ROA...	Fuel - Constable 4			173.88
010-1704-55700	FENIEX INDUSTRIES	Mounting			10,113.20
<b>Department 1704 - CONSTABLE NO. 4 Total:</b>					<b>10,743.49</b>
<b>Department: 1800 - SHERIFF</b>					
010-1800-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			9,053.92
010-1800-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			8,854.51
010-1800-52100	SEW STITCHES BOUTIQUE	EMBROIDERY ON JACKET			32.00
010-1800-52100	GALLS, LLC	2 BADGES			670.95
010-1800-54520	BK AUTO REPAIR	C22-07 REPLACE WASHER P...			136.92
010-1800-54520	QUALITY GLASS	C23-14 CHIP REPAIR			30.00
010-1800-55740	INTEG	GRAPHICS INSTALL			1,808.59
010-1800-52100	CLASSIC CARE CLEANERS & L...	SEW ON PATCH UNIFORMS- ...			10.95
010-1800-54520	ENTERPRISE FM TRUST	SHERIFF VEHICLE MAINTIENCE			203.73
010-1800-55745	ENTERPRISE FM TRUST	S/O FLEET MGNT LEASE FEES			46,373.05
010-1800-54520	ROBERT'S SERVICE STATION ...	C23-14 MOUNT AND BALAN...			47.00
010-1800-54350	ADAM ZAVALA	Meals Per Diem Reimburse...			247.50
010-1800-54540	WASHINGTON COUNTY ROA...	Fuel - Sheriff			107.58
010-1800-52100	GOT YOU COVERED WORK ...	4 BASE UNIFORM SHIRTS			302.56
<b>Department 1800 - SHERIFF Total:</b>					<b>67,879.26</b>
<b>Department: 1810 - DEPARTMENT OF PUBLIC SERVICES</b>					
010-1810-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			15.71
010-1810-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			15.66
<b>Department 1810 - DEPARTMENT OF PUBLIC SERVICES Total:</b>					<b>31.37</b>
<b>Department: 1900 - COUNTY JAIL</b>					
010-1900-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			6,658.36
010-1900-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			6,755.78
010-1900-54400	REPUBLIC SERVICES #473	TRASH PICK UP			2,668.44
010-1900-53330	BLUETRITON BRANDS INC	WATER			349.37
010-1900-54500	SHERWIN WILLIAMS CO	PAINT- JAIL SHOWERS			1,100.00
010-1900-53500	TRANSTAR A/C SUPPLY INC	A/C DRAINS ON ROOF			125.08

Expense Approval Register

Account Number	Vendor DBA	Description (Item)	(None)	(None)	Amount
010-1900-55700	CHAPPELL HILL CONSTRUCTI...	AC UNIT #12 IN SALLY PORT			10,000.00
010-1900-53300	BREHAM REPAIR CENTER	A/C FILTERS			92.64
010-1900-53500	BREHAM REPAIR CENTER	EDGER REPAIR			349.10
010-1900-54500	SHERWIN WILLIAMS CO	PAINT- JAIL SHOWERS			529.26
010-1900-54500	SHERWIN WILLIAMS CO	PAINT- JAIL SHOWERS			520.99
010-1900-53320	TRINITY SERVICES GROUP, IN...	INMATE MEALS- 03.05.2026			6,211.84
010-1900-54500	T3 TRUCK N TRAILER LTD	PARKING SIGNS			25.00
010-1900-52100	CLASSIC CARE CLEANERS & L...	SEW ON PATCH UNIFORMS-...			30.00
010-1900-52100	CLASSIC CARE CLEANERS & L...	SEW ON PATCH UNIFORMS- ...			30.00
010-1900-52100	CLASSIC CARE CLEANERS & L...	SEW ON PATCH UNIFORMS- ...			20.00
010-1900-54500	JASTER PLUMBING	WOMAN SHOWERS HOT WA...			600.00
010-1900-54500	GRAINGER	JAIL DOORS			1,117.14
010-1900-53300	GRAINGER	ACTUATOR SPRING, DIAPHA...			141.28
<b>Department 1900 - COUNTY JAIL Total:</b>					<b>37,324.28</b>
<b>Department: 2100 - FIRE PROTECTION</b>					
010-2100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			138.83
010-2100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			136.47
<b>Department 2100 - FIRE PROTECTION Total:</b>					<b>275.30</b>
<b>Department: 2200 - EMS</b>					
010-2200-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			7,010.99
010-2200-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			7,068.48
010-2200-53330	AQUA BEVERAGE COMPANY	5 Gal Ozarka Spring			99.00
010-2200-53330	AQUA BEVERAGE COMPANY	Delivery Charge			8.00
010-2200-53330	AQUA BEVERAGE COMPANY	Deposit Bottle			6.00
010-2200-54520	CY-FAIR TIRE	TIRE REPAIR			34.00
010-2200-54520	CY-FAIR TIRE	TIRE REPAIR Service Call			442.96
010-2200-54520	SAMSARA INC	Samsara System for Wrecked...			813.00
010-2200-54520	SAMSARA INC	Samsara System Shipping			30.00
010-2200-54520	LUBE RITE OIL CHANGE	Vehicle PM Invoice # 383659			332.58
010-2200-54520	LUBE RITE OIL CHANGE	Vehicle PM Invoice # 383664			332.58
010-2200-54520	LUBE RITE OIL CHANGE	Vehicle PM Invoice # 383941			333.85
010-2200-54520	LUBE RITE OIL CHANGE	Vehicle PM Invoice # 384231			340.61
010-2200-54520	LUBE RITE OIL CHANGE	Vehicle PM Invoice # 384573			196.62
010-2200-54520	LUBE RITE OIL CHANGE	Vehicle PM Invoice # 384653			196.62
010-2200-54520	LUBE RITE OIL CHANGE	Vehicle PM Invoice # 384666			332.58
010-2200-53300	AIRGAS USA, LLC	Oxygen Cylinder Rental Invoi...			617.12
010-2200-53300	AIRGAS USA, LLC	Oxygen Cylinder Rental Invoi...			319.20
010-2200-53300	AIRGAS USA, LLC	Oxygen Cylinder Rental Invoi...			340.48
010-2200-53300	AIRGAS USA, LLC	Oxygen Cylinder Rental Invoi...			42.56
010-2200-53300	AIRGAS USA, LLC	Oxygen Cylinder Rental Invoi...			229.40
010-2200-53300	AIRGAS USA, LLC	Oxygen Cylinder Rental Invoi...			106.40
010-2200-55745	ENTERPRISE FM TRUST	EMS FLEET MGNT LEASE FEES			3,926.73
010-2200-54400	BREHAM LP GAS	PROPANE - EMS			116.00
010-2200-53300	BOUND TREE MEDICAL,LLC	Blood Tubes			19.65
010-2200-53300	AIRGAS USA, LLC	Energy Charge			6.16
010-2200-53300	AIRGAS USA, LLC	AirGas HazMat Charge			6.60
010-2200-53300	AIRGAS USA, LLC	Delivery Flat Fee			61.00
010-2200-53300	AIRGAS USA, LLC	Oxygen			129.64
010-2200-53300	AIRGAS USA, LLC	Delivery Flat Fee			61.00
010-2200-53300	AIRGAS USA, LLC	AirGas Hazmat Charge			6.60
010-2200-53300	AIRGAS USA, LLC	Energy Charge			8.75
010-2200-53300	AIRGAS USA, LLC	Oxygen			317.63
010-2200-53300	AIRGAS USA, LLC	Delivery Flat Fee			61.00
010-2200-53300	AIRGAS USA, LLC	Energy Charge			8.79
010-2200-53300	AIRGAS USA, LLC	Oxygen			148.16
010-2200-53300	AIRGAS USA, LLC	Oxygen			28.21
010-2200-53300	AIRGAS USA, LLC	AirGas HazMat Charge			6.60
010-2200-54520	KOOL SHADES WINDOW TINT	WINDOW TINT			100.00
010-2200-54400	CITY OF BREHAM	Utilities - 1875 Highway 290...			756.05
010-2200-54540	WASHINGTON COUNTY ROA...	Fuel - EMS			27.32

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Account Number	Vendor DBA	Description (Item)	(None)	(None)	Amount
010-2200-53550	GOT YOU COVERED WORK ...	Blauer Super Shirt			92.64
010-2200-53550	GOT YOU COVERED WORK ...	Patch			3.61
010-2200-53550	GOT YOU COVERED WORK ...	20" Tie			5.31
010-2200-53550	GOT YOU COVERED WORK ...	Blauer Tac Pants			104.54
010-2200-53550	GOT YOU COVERED WORK ...	Blauer Tac Pants			209.08
010-2200-53550	GOT YOU COVERED WORK ...	22" Tie			5.31
010-2200-53550	GOT YOU COVERED WORK ...	2 stars nickel plated			18.20
010-2200-55700	CALDWELL COUNTRY	2026 Ford Explorer Polcie Int...			43,752.00
<b>Department 2200 - EMS Total:</b>					<b>69,219.61</b>
<b>Department: 2250 - AVIATION</b>					
010-2250-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			624.38
010-2250-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			599.70
010-2250-54348	METRO AVIATION	Flight Hours (Medical, PR, Ma...			77,735.48
010-2250-54348	METRO AVIATION	Offsite Fuel - Washington			7,003.66
010-2250-54348	METRO AVIATION	Outerlink - Jan 2026 (IRIS Dat...			2,004.00
010-2250-54347	METRO AVIATION	APRIL 2026 FIXED MONTHLY ...			193,690.89
<b>Department 2250 - AVIATION Total:</b>					<b>281,658.11</b>
<b>Department: 2300 - EMERGENCY MANAGEMENT</b>					
010-2300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			20.60
010-2300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			19.88
<b>Department 2300 - EMERGENCY MANAGEMENT Total:</b>					<b>40.48</b>
<b>Department: 2600 - INDIGENT HEALTH CARE</b>					
010-2600-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			80.70
010-2600-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			81.17
010-2600-53450	DIAMOND DRUGS, INC.	INMATE MEDICATIONS-FEBR...			5,891.90
<b>Department 2600 - INDIGENT HEALTH CARE Total:</b>					<b>6,053.77</b>
<b>Department: 2900 - ENVIRONMENTAL</b>					
010-2900-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			46.04
010-2900-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			45.65
010-2900-54540	WASHINGTON COUNTY ROA...	Fuel - Environmental			146.71
<b>Department 2900 - ENVIRONMENTAL Total:</b>					<b>238.40</b>
<b>Department: 3100 - EXPO</b>					
010-3100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			619.19
010-3100-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			615.17
010-3100-54520	WASHINGTON COUNTY TAX ...	Vehicle Registration - Expo			7.50
<b>Department 3100 - EXPO Total:</b>					<b>1,241.86</b>
<b>Department: 3300 - EXTENSION SERVICE</b>					
010-3300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP ESTIMATED...			30.88
010-3300-52060	TEXAS ASSOCIATION OF CO...	WORKERS COMP EST. CONTR...			33.70
<b>Department 3300 - EXTENSION SERVICE Total:</b>					<b>64.58</b>
<b>Department: 4000 - TECHNOLOGY SERVICES</b>					
010-4000-54610	GTP ACQUISITION PARTNERS...	COMMUNICATIONS TOWER ...			792.41
010-4000-54630	XEROX FINANCIAL SERVICES	Copier Rental			469.00
010-4000-53200	CDW GOVERNMENT INC	Equipment for New EMS MI...			9,095.45
010-4000-53200	CDW GOVERNMENT INC	Replacement and Spare Moni..			1,558.35
010-4000-53200	CDW GOVERNMENT INC	Equipment for New EMS MI...			4,607.58
010-4000-53200	CDW GOVERNMENT INC	Apple Pencil			130.32
010-4000-53200	CDW GOVERNMENT INC	Apple Magic Keyboard			324.42
010-4000-53200	CDW GOVERNMENT INC	iPad for EMS Director			1,013.03
010-4000-53200	CDW GOVERNMENT INC	Apple Pencil			130.32
010-4000-53200	CDW GOVERNMENT INC	Commissioner Corn's iPad			1,013.03
010-4000-53200	CDW GOVERNMENT INC	Apple Keyboard			324.42
010-4000-54200	AT&T MOBILITY - CC	Communications - 2/5/26-3/...			2,011.00
010-4000-54200	CDW GOVERNMENT INC	Cisco Voice Fees			3.20
<b>Department 4000 - TECHNOLOGY SERVICES Total:</b>					<b>21,472.53</b>
<b>Grand Total:</b>					<b>790,884.29</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
010 - GENERAL FUND	583,041.94
015 - ENGINEERING & DEVELOPMENT SERVICES	140,961.30
023 - JP TECHNOLOGY	45.59
027 - CAPEX GENERAL FUND	25,900.00
035 - EMS DONATION	2,340.04
059 - ARCHIVE FEE COUNTY CLERK	165.00
082 - JUSTICE OF THE PEACE 3 PAYABLE	16,692.92
084 - JUSTICE OF THE PEACE 1 PAYABLE	21,737.50
<b>Grand Total:</b>	<b>790,884.29</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
010-0100-52060	WORKMAN'S COMPENS...	78.00
010-0102-52060	WORKMAN'S COMPENS...	763.08
010-0102-54350	SEMINARS/DUES/MILEA...	192.50
010-0105-52060	WORKMAN'S COMPENS...	231.50
010-0200-52060	WORKMAN'S COMPENS...	192.73
010-0300-52060	WORKMAN'S COMPENS...	188.51
010-0400-52060	WORKMAN'S COMPENS...	29.92
010-0500-52060	WORKMAN'S COMPENS...	149.41
010-0600-52030	RETIREE INSURANCE - M...	425.80
010-0600-53305	JUDICIAL SUPPLIES	2,620.00
010-0600-54100	PROFESSIONAL SVCS	1,425.00
010-0600-54101	OUTSIDE AUDITOR	20,400.00
010-0600-54135	PROFESSIONAL SVCS - A...	5,200.00
010-0600-54335	INSURANCE, PUBLIC OFF...	2,365.00
010-0600-54400	UTILITIES	463.26
010-0600-54800	MISCELLANEOUS	400.00
010-0600-54830	POSTAGE	79.79
010-0700-52060	WORKMAN'S COMPENS...	80.14
010-0700-54100	PROFESSIONAL SERVICES	400.00
010-0750-52060	WORKMAN'S COMPENS...	1,087.30
010-0750-54520	VEHICLE REPAIRS/MAIN...	7.50
010-0800-52060	WORKMAN'S COMPENS...	227.23
010-0800-53100	OFFICE SUPPLIES	891.66
010-0910-52060	WORKMAN'S COMPENS...	224.91
010-0910-54100	PROFESSIONAL SERVICES	567.00
010-0910-54150	APPOINTED ATTORNEYS...	400.00
010-1000-52060	WORKMAN'S COMPENS...	95.97
010-1000-54350	SEMINARS/DUES/MILEA...	60.18
010-1002-52060	WORKMAN'S COMPENS...	83.43
010-1003-52060	WORKMAN'S COMPENS...	78.50
010-1004-52060	WORKMAN'S COMPENS...	85.82
010-1100-52060	WORKMAN'S COMPENS...	896.41
010-1100-53100	OFFICE SUPPLIES	98.86
010-1200-52060	WORKMAN'S COMPENS...	105.28
010-1300-52060	WORKMAN'S COMPENS...	143.71
010-1400-52060	WORKMAN'S COMPENS...	111.78
010-1450-52060	WORKMAN'S COMPENS...	154.57
010-1500-54700	AID TO OTHER GOVERN...	31,663.75
010-1600-52060	WORKMAN'S COMPENS...	1,458.30
010-1600-54500	REPAIRS & MAINTENAN...	156.99
010-1600-54932	LAWN CARE	1,287.50
010-1700-52060	WORKMAN'S COMPENS...	1,406.39
010-1700-54540	VEHICLE FUEL	360.29
010-1702-52060	WORKMAN'S COMPENS...	357.33
010-1703-52060	WORKMAN'S COMPENS...	385.59
010-1703-54540	VEHICLE FUEL	38.34
010-1704-52060	WORKMAN'S COMPENS...	374.32

## Account Summary

Account Number	Account Name	Expense Amount
010-1704-54520	VEHICLE REPAIRS/MAIN...	82.09
010-1704-54540	VEHICLE FUEL	173.88
010-1704-55700	MACHINERY & EQUIPM...	10,113.20
010-1800-52060	WORKMAN'S COMPENS...	17,908.43
010-1800-52100	UNIFORMS	1,016.46
010-1800-54350	SEMINARS/DUES/MILEA...	247.50
010-1800-54520	VEHICLE REPAIRS/MAIN...	417.65
010-1800-54540	VEHICLE FUEL	107.58
010-1800-55740	AFTER MARKET EXPENSE	1,808.59
010-1800-55745	FLEET MANAGEMENT LE...	46,373.05
010-1810-52060	WORKMAN'S COMPENS...	31.37
010-1900-52060	WORKMAN'S COMPENS...	13,414.14
010-1900-52100	UNIFORMS	80.00
010-1900-53300	OPERATING SUPPLIES	233.92
010-1900-53320	FOOD SERVICES	6,211.84
010-1900-53330	COFFEE & WATER	349.37
010-1900-53500	REPAIRS & MAINTENAN...	474.18
010-1900-54400	UTILITIES	2,668.44
010-1900-54500	REPAIRS & MAINTENAN...	3,892.39
010-1900-55700	MACHINERY & EQUIPM...	10,000.00
010-20244	COLLECTION SERVICES F...	7,679.67
010-20246	MF/REST./SERV./REF./TX...	1,000.00
010-2100-52060	WORKMAN'S COMPENS...	275.30
010-2200-52060	WORKMAN'S COMPENS...	14,079.47
010-2200-53300	OPERATING SUPPLIES	2,524.95
010-2200-53330	COFFEE & WATER	113.00
010-2200-53550	UNIFORMS	438.69
010-2200-54400	UTILITIES	872.05
010-2200-54520	VEHICLE REPAIRS/MAIN...	3,485.40
010-2200-54540	VEHICLE FUEL	27.32
010-2200-55700	MACHINERY & EQUIPM...	43,752.00
010-2200-55745	FLEET MANAGEMENT LE...	3,926.73
010-2250-52060	WORKMAN'S COMPENS...	1,224.08
010-2250-54347	METRO FEE	193,690.89
010-2250-54348	METRO-NON FIXED	86,743.14
010-2300-52060	WORKMAN'S COMPENS...	40.48
010-2600-52060	WORKMAN'S COMPENS...	161.87
010-2600-53450	DRUGS-JAIL INMATES	5,891.90
010-2900-52060	WORKMAN'S COMPENS...	91.69
010-2900-54540	VEHICLE FUEL	146.71
010-3100-52060	WORKMAN'S COMPENS...	1,234.36
010-3100-54520	VEHICLE REPAIRS/MAIN...	7.50
010-3300-52060	WORKMAN'S COMPENS...	64.58
010-4000-53200	SMALL CAPITAL ITEMS	18,196.92
010-4000-54200	COMMUNICATION	2,014.20
010-4000-54610	COMMUNICATION - TO...	792.41
010-4000-54630	COPIER RENTAL	469.00
015-0015-52060	WORKMAN'S COMPENS...	13,755.29
015-0015-53390	ASPHALT REPAIRS	3,031.20
015-0015-53410	CULVERTS	7,975.20
015-0015-53520	ROAD WORK WATER	530.42
015-0015-54400	UTILITIES	250.00
015-0015-54500	REPAIRS & MAINTENAN...	4,794.00
015-0015-54520	VEHICLE REPAIRS/MAIN...	4,903.69
015-0015-54660	APPRAISAL	8,504.50
015-0015-54935	TREE REMOVAL CONTR...	2,100.00
015-0015-55620	ROCK BASE MATERIAL	33,508.02
015-0015-55630	PAVING MATERIALS	45,126.39

**Account Summary**

Account Number	Account Name	Expense Amount
015-0015-56345	GRANT, CBDG MATCH	16,313.28
015-0101-52060	WORKMAN'S COMPENS...	44.31
015-421903	DRIVEWAY FEE	125.00
023-0023-59420	TRANSLATION SERVICE	45.59
027-0027-55300	BUILDING & IMPROVEM...	25,900.00
035-0035-53100	OFFICE SUPPLIES	2,340.04
059-0059-54630	COPIER RENTAL	165.00
082-20201	PAYABLE TO GENERAL	16,692.92
084-20201	PAYABLE TO GENERAL	21,737.50
	<b>Grand Total:</b>	<b>790,884.29</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	764,571.01
015001556345	16,313.28
JAIL REM-55700	10,000.00
	<b>Grand Total:</b>
	<b>790,884.29</b>