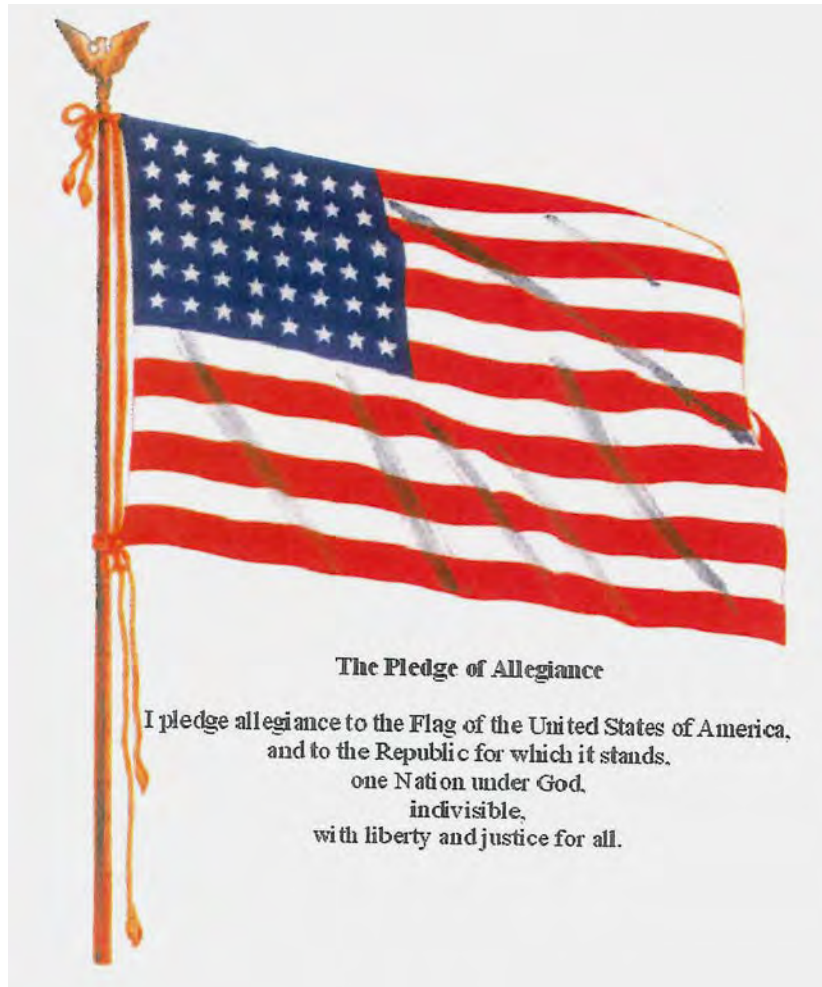


COMMISSIONER'S COURT AGENDA

December 10, 2019

**Invocation – Pastor Bryan Willingham
Grace Lutheran**

Pledge of Allegiance to the Flag.



**(Texas Pledge: Honor the Texas flag;
I pledge allegiance to thee, Texas, one
state under God, one and indivisible).**

Pledge to the Texas Flag



Honor the Texas
Flag; I pledge
allegiance to thee,
Texas, one state
under God, one and
indivisible

Announcements:

**Items or comments from Court
Members or Staff.**

Citizens' Comments:

At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comment will continue as the last agenda item of the day).

CONSENT AGENDA. (The following consent items may be acted upon in one motion).

- 1. Approve payment of County invoices and County Purchase Orders in the amount of \$1,035,386.66; Backup: 31**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to approve payment of County invoices and County Purchase Orders in the amount of \$1,035,386.66

1. Costs:

Actual Cost or Estimated Cost \$ 1,035,386.66

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? yes

2. Agenda Speakers:

Name	Representing	Title
------	--------------	-------

(1) Judge Haden

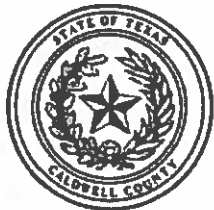
(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 31 total # of backup pages (including this page)

4. 
Signature of Court Member

Date 12/3/2019



Caldwell County, TX

Payment Register

APPKT03534 - 12/10/19 A/P RUN

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number	Vendor Name			Total Vendor Amount
<u>PHQMOR</u>	4 SQUARE COMMUNICATIONS, LLC			945.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/03/2019	945.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>3962</u>	CAMERA NOT WORKING IN VISTITATION AREA	11/18/2019	12/10/2019	0.00 470.00
<u>3965</u>	LABOR / MATERIAL / MILEAGE ROAD & BRIDGE	11/18/2019	12/10/2019	0.00 475.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>ADAROW</u>	ADAM D. ROWINS			3,297.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/03/2019	3,297.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>17-FL-357-12</u>	CAUSE # 17-FL-357 N.T. / A.T.	11/07/2019	12/10/2019	0.00 266.00
<u>18-FL-192-3</u>	CAUSE # 18-FL-192 R.S.S.G.	11/07/2019	12/10/2019	0.00 210.00
<u>18-FL-474-6</u>	CAUSE # 18-FL-474 I.L.J./I.J./I.J	11/07/2019	12/10/2019	0.00 525.00
<u>18-FL-539-9</u>	CAUSE # 18-FL-539 N.C.M.	11/07/2019	12/10/2019	0.00 903.00
<u>19-FL-103-4</u>	CAUSE # 19-FL-103 O.O.JR/A.O.	11/07/2019	12/10/2019	0.00 84.00
<u>19-FL-197-2</u>	CAUSE # 19-FL-197 S.W.	11/07/2019	12/10/2019	0.00 84.00
<u>19-FL-364-1</u>	CAUSE # 19-FL-364 G.C.	11/07/2019	12/10/2019	0.00 140.00
<u>19-FL-403-1</u>	CAUSE # 19-FL-403 K.S.	11/07/2019	12/10/2019	0.00 294.00
<u>19-FL-484</u>	CAUSE # 19-FL-484 C.S., JR.	11/07/2019	12/10/2019	0.00 791.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>ADASIL</u>	ADAN SILVA			3,950.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/03/2019	3,950.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>152</u>	Sheetrock repairs & Painting	11/26/2019	12/10/2019	0.00 3,950.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>AERDYN</u>	AERODYNAMICS AIRCONDITIONING & REFRIG.			265.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/03/2019	265.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>1206</u>	SERVICE CALL / LABOR	11/13/2019	12/10/2019	0.00 265.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>AISWHI</u>	AISHA WHITE-THOMPSON, CSR, RPR			204.76
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/03/2019	204.76	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>111519</u>	APPLICATION TO RENEW LICENSE	11/18/2019	12/10/2019	0.00 204.76

Vendor Number	Vendor Name			Total Vendor Amount
<u>ANDMAC</u>	ANDERSON MACHINERY COMPANY, INC.			2,808.62
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/03/2019	2,808.62	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>A47927</u>	CUST # 473130 SOLENOID	11/21/2019	12/10/2019	0.00 1,004.22
<u>V18981</u>	CUST # 473130 RENTAL CONTRACT # R24864	11/18/2019	12/10/2019	0.00 1,804.40

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>ANIDEL</u>	ANITA DELEON					20.88
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	20.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112019</u>	INQUEST - 1285 WILLIAM PETTUS	11/20/2019	12/10/2019	0.00	20.88	
Vendor Number	Vendor Name					Total Vendor Amount
<u>CININT</u>	AT & T MOBILITY					418.29
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	418.29	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>875648878X11232019</u>	ACCT # 875648878 10/16 -11/15/19	11/15/2019	12/10/2019	0.00	418.29	
Vendor Number	Vendor Name					Total Vendor Amount
<u>ATO189</u>	AT&T					7,792.94
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	7,792.94	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>110519</u>	ACCT # 512 A13-0189 725 3 11/05 - 12/04/19	11/05/2019	12/10/2019	0.00	7,792.94	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BLU360</u>	BLUE360 MEDIA					143.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	143.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>60265</u>	CUST # 8201708054519 TX CRIMINAL & TRAFFIC LAW M	10/28/2019	12/10/2019	0.00	143.65	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BLUETR</u>	BLUEBONNET TRAILS MHMR					1,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>27-10-2019</u>	ANASAZI VENDOR # 5915 MUNIS VENDOR # 27 OCT 2019	11/04/2019	12/10/2019	0.00	1,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BOVMER</u>	BOVIK & MEREDITH P.C.					1,314.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,314.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-FL-394</u>	CAUSE # 18-FL-394 L.L.	11/21/2019	12/10/2019	0.00	959.00	
<u>47444</u>	CAUSE # 47444 LAUREL CRITTENDEN	10/31/2019	12/10/2019	0.00	355.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BRAMAT</u>	BRAUNTEX MATERIALS, INC.					36,956.96
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	36,956.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>105467</u>	FEMA - Unit Road	11/11/2019	12/10/2019	0.00	36,956.96	
Vendor Number	Vendor Name					Total Vendor Amount
<u>BRIBAR</u>	BRIAN BARRINGTON					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>919714</u>	TRANQUILIZE 1 DOG AT GARY JOB CORE	11/14/2019	12/10/2019	0.00	100.00	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number <u>BRYCOM</u>	Vendor Name BRYMER COMMUNICATION SERVICES, LLC				Total Vendor Amount 6,125.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 6,125.00
Payable Number <u>7805</u>	Description JOB # CCO192435 BC MATERIAL / BC LABOR	Payable Date 11/27/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 6,125.00

Vendor Number <u>CALTAX</u>	Vendor Name CALDWELL COUNTY TAX ASSESSOR				Total Vendor Amount 209.50
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 0068</u>	Description VIN # 5VNBU2222LT210068 (TR-6)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 0315</u>	Description VIN # 5VNBU2224LT210315 (TR-7)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 0431</u>	Description VIN # 5TU11322XLS000431 (BDT 32)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 16.75
Payable Number <u>VIN # 1714</u>	Description VIN # 1FM5K8A83LGA41714	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 16.75
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 5980</u>	Description VIN # 3ALACXFE5LDLZ5980 TRUCK (M2106)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 7603</u>	Description VIN # 1FVHCYFE3LHLY7603 (M2106) (D9)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 7604</u>	Description VIN # 1FVHCYFE5LHLY7604 (M2106) (D8)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 7605</u>	Description VIN # 1FVHCYFE7LHLY7605 (MC106)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 22.00
Payable Number <u>VIN # 7606</u>	Description VIN # 1FVHCYFE9LHLY7606 (MC2106)	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 22.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 16.75
Payable Number <u>VIN # 8560</u>	Description VIN # 1FM5K8A88LGA18560	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 16.75

Vendor Number <u>CAPCOG</u>	Vendor Name CAPITAL AREA COUNCIL OF GOVERNMENTS				Total Vendor Amount 3,300.00
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 3,300.00
Payable Number <u>2020RTA 102</u>	Description Training CAPCOG Sheriff's Office	Payable Date 11/26/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 3,300.00

Vendor Number <u>CARSER</u>	Vendor Name CARD SERVICE CENTER				Total Vendor Amount 2,568.55
Payment Type Check	Payment Number	Payment Date 12/03/2019			Payment Amount 2,568.55
Payable Number <u>122019</u>	Description ENDS W/ 1237 NOVEMBER 2019	Payable Date 12/02/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 2,568.55

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>CACHAL</u>	CARINE CHALFOUN					20.01
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	20.01	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>612838</u>	FUEL 11/09/19	11/09/2019	12/10/2019	0.00	20.01	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE					142.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	71.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>17255</u>	POLICY #72211726 ACCT # CALDW13 MOLLY COLE	11/05/2019	12/10/2019	0.00	71.00	
Check				12/03/2019	71.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>17267</u>	POLICY # 72216023 ACCT # CALDW01 SHANNA CONLEY	11/18/2019	12/10/2019	0.00	71.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CENAUT</u>	CENTRAL TEXAS AUTOPSY, PLLC					2,350.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>12970</u>	EXPERT WITNESS CAUSE # 2018-081 ROBERTO GONZALE	11/14/2019	12/10/2019	0.00	250.00	
Check				12/03/2019	2,100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>12978</u>	CTA 196-19: JEROLD E. GESMOND - DOS: 6/28/19	11/19/2019	12/10/2019	0.00	2,100.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CHIVET</u>	CHISHOLM TRAIL VETERINARY CLINIC					272.74
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	272.74	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22122</u>	PATIENT - TOSCA	11/01/2019	12/10/2019	0.00	272.74	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CINTAS</u>	CINTAS CORPORATION #86					3,677.49
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	3,677.49	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4034343851</u>	SOLD TO # 13232664 PAYER # 13243034	11/06/2019	12/10/2019	0.00	248.65	
<u>4034343927</u>	SOLD TO # 13232687 PAYER # 13243034	11/06/2019	12/10/2019	0.00	164.22	
<u>4034343997</u>	SOLD TO # 13228085 PAYER # 13242165	11/06/2019	12/10/2019	0.00	88.43	
<u>4034344002</u>	SOLD TO # 13228849 PAYER # 13243034	11/06/2019	12/10/2019	0.00	369.99	
<u>4034920690</u>	SOLD TO # 13232664 PAYER # 13243034	11/13/2019	12/10/2019	0.00	248.65	
<u>4034920756</u>	SOLD TO # 13228085 PAYER # 13242165	11/13/2019	12/10/2019	0.00	88.43	
<u>4034920766</u>	SOLD TO # 13228849 PAYER # 13243034	11/13/2019	12/10/2019	0.00	369.99	
<u>4034920775</u>	SOLD TO # 13232687 PAYER # 13243034	11/13/2019	12/10/2019	0.00	164.22	
<u>4035359510</u>	SOLD TO # 13232687 PAYER # 13243034	11/19/2019	12/10/2019	0.00	164.22	
<u>4035359627</u>	SOLD TO # 13228849 PAYER # 13243034	11/19/2019	12/10/2019	0.00	398.59	
<u>4035359692</u>	SOLD TO # 13232664 PAYER # 13243034	11/19/2019	12/10/2019	0.00	248.65	
<u>4035359693</u>	SOLD TO # 13228085 PAYER # 13242165	11/19/2019	12/10/2019	0.00	88.43	
<u>4035359716</u>	SOLD TO #13228013 PAYER # 13242157	11/19/2019	12/10/2019	0.00	97.27	
<u>4036020148</u>	SOLD TO # 13232664 PAYER # 13243034	11/26/2019	12/10/2019	0.00	259.70	
<u>4036020214</u>	SOLD TO # 13232687 PAYER # 13243034	11/26/2019	12/10/2019	0.00	164.22	
<u>4036020226</u>	SOLD TO # 13228849 PAYER # 13243034	11/26/2019	12/10/2019	0.00	513.83	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>CINFIR</u>	CINTAS FAS LOCKBOX 636525					162.31
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	162.31	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5015334109</u>	CUST # 0010344330 PAYER # 0010344330 EYE STATION	11/21/2019	12/10/2019	0.00	162.31	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CLIMCC</u>	CLIFFORD W. MCCORMACK					2,825.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	2,825.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18_092</u>	CAUSE # 18-092 PAULINO GARZA, JR	11/05/2019	12/10/2019	0.00	1,005.00	
<u>46131</u>	CAUSE # 46131 MICHELLE GRIFFIN-GRACEMAN	10/28/2019	12/10/2019	0.00	1,010.00	
<u>47165</u>	CAUSE # 47165 ULISES OLMEDO	10/28/2019	12/10/2019	0.00	300.00	
<u>47397</u>	CAUSE # 47397 NICKOLOUS R. CRUZ	10/28/2019	12/10/2019	0.00	510.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>COLWIS</u>	COLIN WISE					205.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	205.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>47_004</u>	CAUSE # 47,004 VICTORIA MARIA GUERTERO	10/28/2019	12/10/2019	0.00	205.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>COLMAT</u>	COLORADO MATERIALS, LTD.					23,243.66
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	23,243.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>280151</u>	CUST # 1405 DICKERSON RD	11/23/2019	12/10/2019	0.00	23,243.66	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DANMCC</u>	DAN MCCORMACK					2,310.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	2,310.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>44,660</u>	CAUSE # 44,660 JOSE MEDINA	11/13/2019	12/10/2019	0.00	500.00	
<u>47,084</u>	CAUSE # 47,084 DALTON BONNAGIO	11/07/2019	12/10/2019	0.00	905.00	
<u>47,504</u>	CAUSE # 47,504 HENRY MCBRIDE	11/07/2019	12/10/2019	0.00	555.00	
<u>47,539</u>	CAUSE # 47,539 TRAVIS SCOTT PLANK	11/07/2019	12/10/2019	0.00	350.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DARLAW</u>	DARLA LAW					207.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	207.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112019</u>	MILEAGE FOR NOVEMBER 2019	11/26/2019	12/10/2019	0.00	207.64	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DAVGLI</u>	DAVID GLICKER					250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>46722</u>	CAUSE # 46722 CYNTHIA S. FERGUSON	11/13/2019	12/10/2019	0.00	250.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DEAELE</u>	DEALERS ELECTRIC					458.16
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	458.16	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1868323-00</u>	CUST # 134031 PHIL F32TB/TL950/ALTO 30PK	11/21/2019	12/10/2019	0.00	458.16	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>DELPRA</u>	DEL PRADO-DIETZ, PLLC					1,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>44401 / 45012</u>	CAUSE # 4441/45012 ELIZABETH GAMEZ (JJ WELLS - ATT	10/17/2019	12/10/2019	0.00	450.00	
<u>47418</u>	CAUSE # 47418 JEREMY CHAMBERLAIN (JJ WELLS - ATTN'	11/17/2019	12/10/2019	0.00	550.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DELINC</u>	DELL INC.					1,441.12
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,441.12	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2006838540735 - 2</u>	DELL Computers for HSEM	11/21/2019	12/10/2019	0.00	1,441.12	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DENENG</u>	DENNIS ENGELKE					98.02
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	98.02	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112019</u>	TRAVEL FOR NOVEMBER 2019	11/27/2019	12/10/2019	0.00	98.02	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DEWPOT</u>	DEWITT POTHS & SON					2,516.19
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	2,516.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>588171-0</u>	CUST # 12430 SPOTPAPER - LETTER	10/28/2019	12/10/2019	0.00	36.00	
<u>589851-0</u>	CUST # 12430 SPOTPAPER	11/13/2019	12/10/2019	0.00	266.26	
<u>589943-0</u>	CUST # 12430 18 - CHAIRS	11/14/2019	12/10/2019	0.00	1,890.00	
<u>590440-0</u>	CUST # 12430 DESKPAD, MTHLY,/VINYL	11/20/2019	12/10/2019	0.00	32.80	
<u>590443-0</u>	CUST # 12430 BOX, STORAGE, MED, 12PK	11/20/2019	12/10/2019	0.00	77.00	
<u>590448-0</u>	CUST # 12430 SPOTPAPER - LETTER	11/20/2019	12/10/2019	0.00	72.00	
<u>590449-0</u>	CUST # 12430 FRAME, FOLDR, HANGING	11/20/2019	12/10/2019	0.00	56.46	
<u>590647-0</u>	ACCT # 12430 BATTERY, AA ENRGZER	11/21/2019	12/10/2019	0.00	52.56	
<u>590938-0</u>	CUST # 12430 FOLDER, FILE, LTR, 1/3	11/22/2019	12/10/2019	0.00	33.11	

Vendor Number	Vendor Name					Total Vendor Amount
<u>E&RSUP</u>	E & R SUPPLY CO., INC					386.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	386.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>217538</u>	ACCT # 0023750 CLYINDER REPAIR	11/12/2019	12/10/2019	0.00	386.65	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ECOLAB</u>	ECOLAB					15.88
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	15.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>96146985</u>	CUST # 2243692 AFC LE BLEND MOP 17 OZ., GREEN	11/08/2019	12/10/2019	0.00	15.88	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ESRI</u>	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC					302.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	302.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>93731789</u>	CUST # 16356 ARCGIS DESKTOP BASIC 9/01/19-8/31/20	11/13/2019	12/10/2019	0.00	302.25	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number <u>ERGASP</u>	Vendor Name ERGO ASPHALT AND EMULSIONS, INC.					Total Vendor Amount 513.86
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 513.86	
Payable Number <u>9402166193</u>	Description PROJECT DESCRIPTION: BID#19CCP02B / CALDWELL COU	Payable Date 11/19/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 513.86	

Vendor Number <u>FARBRO</u>	Vendor Name FARMER BROTHERS. CO.					Total Vendor Amount 692.03
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 692.03	
Payable Number <u>69626926</u>	Description ACCT # 6302473 ICETEA BLACK SWT FLPK 400Z	Payable Date 11/14/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 692.03	

Vendor Number <u>FERJOS</u>	Vendor Name FERRIS JOSEPH PRODUCE, INC.					Total Vendor Amount 1,836.31
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 1,836.31	
Payable Number <u>110932</u>	Description GREEN BELL PEPPERS LB	Payable Date 11/05/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 33.95	
<u>110944</u>	25 LBS 6X6 TOMATOES	11/06/2019	12/10/2019	0.00	56.00	
<u>110962</u>	RED CABBAGE LB	11/07/2019	12/10/2019	0.00	59.80	
<u>110971</u>	25 LBS 6X6 TOMATOES	11/08/2019	12/10/2019	0.00	357.55	
<u>111012</u>	CILANTRO EA	11/09/2019	12/10/2019	0.00	111.08	
<u>111022</u>	ICEBERG 24 CT	11/11/2019	12/10/2019	0.00	73.50	
<u>111036</u>	ICEBERG 24 CT	11/12/2019	12/10/2019	0.00	28.50	
<u>111048</u>	POTATOES 5/10LB BAGGED RUSSETS	11/13/2019	12/10/2019	0.00	27.00	
<u>111065</u>	RED CABBAGE LB	11/14/2019	12/10/2019	0.00	31.30	
<u>111069</u>	AA MED 15 DOZ EGGS	11/15/2019	12/10/2019	0.00	291.55	
<u>111114</u>	BANANAS 40 LB CASE	11/16/2019	12/10/2019	0.00	102.50	
<u>111119</u>	25 LBS 6X6 TOMATOES	11/18/2019	12/10/2019	0.00	89.00	
<u>111137</u>	ICEBERG 24 CT	11/19/2019	12/10/2019	0.00	66.50	
<u>111150</u>	ICEBERG 24 CT	11/20/2019	12/10/2019	0.00	59.00	
<u>111170</u>	RED CABBAGE LB	11/21/2019	12/10/2019	0.00	79.80	
<u>111174</u>	CILANTRO EA	11/22/2019	12/10/2019	0.00	369.28	

Vendor Number <u>FUEMAN</u>	Vendor Name FLEETCOR TECHNOLOGIES, INC					Total Vendor Amount 12,267.90
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 12,267.90	
Payable Number <u>NP57295991</u>	Description ACCT # 8G114286 10/28 - 11/25/19	Payable Date 11/25/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 12,267.90	

Vendor Number <u>BUTBAK</u>	Vendor Name FLOWERS BAKING CO. OF SAN ANTONIO					Total Vendor Amount 882.00
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 882.00	
Payable Number <u>TICKET # 2038385090</u>	Description CUST # 0040078309 MIC 20 7" FL TOR	Payable Date 11/05/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 412.56	
<u>TKT # 2038385196</u>	CUST # 0040078309 OBSOL SAND 20Z	11/12/2019	12/10/2019	0.00	201.60	
<u>TKT # 2038385307</u>	CUST # 0040078309 MIC 20 7" FL TOR	11/19/2019	12/10/2019	0.00	267.84	

Vendor Number <u>FREAUS</u>	Vendor Name FREIGHTLINER OF AUSTIN					Total Vendor Amount 549,477.16
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 549,477.16	
Payable Number <u>000431</u>	Description Unit Road - Pack Mule Trailer	Payable Date 11/08/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 33,821.16	
<u>LY7603</u>	Belly Dump-Dump Truck-Water Truck	11/15/2019	12/10/2019	0.00	105,539.00	
<u>LY7604</u>	Belly Dump-Dump Truck-Water Truck	11/15/2019	12/10/2019	0.00	105,539.00	
<u>LY7605</u>	Belly Dump-Dump Truck-Water Truck	11/06/2019	12/10/2019	0.00	105,539.00	
<u>LY7606</u>	Belly Dump-Dump Truck-Water Truck	11/06/2019	12/10/2019	0.00	105,539.00	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

<u>LZ5980</u>	Belly Dump-Dump Truck-Water Truck	11/08/2019	12/10/2019	0.00	93,500.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>GEOPAR</u>	GEORGE V. C. PARKER					1,950.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						12/03/2019	1,950.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>19_137</u>	CAUSE # 19-137 RAMON DIAZ DOB: 10/19/1961	11/04/2019	12/10/2019	0.00	1,950.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>GLEGRU</u>	GLEN A. GRUNBERGER					3,115.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						12/03/2019	3,115.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>13-FL-183 5</u>	CAUSE # 13-FL-183 E.L / E.D.	11/15/2019	12/10/2019	0.00	35.00		
<u>17-FL-357 3</u>	CAUSE # 17-FL-357 N.T / A.T.	11/15/2019	12/10/2019	0.00	1,008.00		
<u>19-FL-434 1</u>	CAUSE # 19-FL-434 A.A.T.,JR/J.M.T./L.A.A-J	11/15/2019	12/10/2019	0.00	266.00		
<u>19-FL-484</u>	CAUSE # 19-FL-484 C.S.S.,JR/E.N.S./C.C.S./S.A.U.	11/15/2019	12/10/2019	0.00	784.00		
<u>19-FL-508</u>	CAUSE # 19-FL-508 W.R. / M.R.D./J.M.R.D./J.E.R.	11/15/2019	12/10/2019	0.00	1,022.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>GLEWIL</u>	GLENN WILLIAMS					595.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						12/03/2019	595.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>19-FL-086 4</u>	CAUSE # 19-FL-086 D.L.	11/07/2019	12/10/2019	0.00	70.00		
<u>19-FL-383 1</u>	CAUSE # 19-FL-383 E.F.C.M.	11/15/2019	12/10/2019	0.00	175.00		
<u>19-FL-436 1</u>	CAUSE # 19-FL-436 E.F.C.M.	11/07/2019	12/10/2019	0.00	140.00		
<u>19-FL-542</u>	CAUSE # 19-FL-542 C.Y.	11/21/2019	12/10/2019	0.00	210.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>GOVFOR</u>	GOVERNMENT FORMS AND SUPPLIES					5,585.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						12/03/2019	5,585.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>0014507</u>	CUST # 124462 VOTER REGISTRATION CERTIFICATES	10/30/2019	12/10/2019	0.00	5,585.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>HANEQU</u>	HANSON EQUIPMENT					1,860.91	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						12/03/2019	1,860.91
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>275614</u>	# CAL001 BINDER CHAIN 3/8" X 20' GR.70	11/01/2019	12/10/2019	0.00	596.92		
<u>275824</u>	# CAL001 HAIRPIN CLIP .243"	11/14/2019	12/10/2019	0.00	26.75		
<u>275893</u>	Pallet Forks	11/19/2019	12/10/2019	0.00	985.00		
<u>275913</u>	# CAL001 FLAT TIRE REPAIR	11/20/2019	12/10/2019	0.00	252.24		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>JAMUND</u>	HERBERT L. JAMISON & CO., LLC					2,012.85	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						12/03/2019	2,012.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>62094</u>	ACCT# MOL0025 POLICY# SJL652057142 BARBARA MOLI	11/14/2019	12/10/2019	0.00	2,012.85		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>HILCOL</u>	HILTON COLLEGE STATION & CONFERENCE CENT					126.17	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						12/03/2019	126.17
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>19796937500</u>	MIKE LANE 1/23 - 24/19	11/25/2019	12/10/2019	0.00	126.17		

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>HOLBUR</u>	HOLLIS WILBURN BURKLUND					400.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>19-J-2770</u>	CAUSE # 19-J-2770 C.A.Y.	11/20/2019	12/10/2019	0.00	400.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>HOLCAS</u>	HOLT TEXAS, LTD., A DIVISION OF B.D. HOLT COMPANY					739.43
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	739.43	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>PIMA0320112</u>	CUST # 020390 HOSE AS	11/11/2019	12/10/2019	0.00	70.04	
<u>PIMA0320444</u>	CUST # 0203920 MIRROR CONVE	11/15/2019	12/10/2019	0.00	71.63	
<u>PIMA0320738</u>	CUST # 0203700 DRYER	11/20/2019	12/10/2019	0.00	117.76	
<u>WIEZ0020787</u>	CUST # 0203930 PREVENTIVE MAINTENANCE PM1 250	10/31/2019	12/10/2019	0.00	480.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>INTBAT</u>	INTERSTATE BATTERIES-METRO AUSTIN					295.91
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	295.91	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>320037515</u>	ACCT # 3810 MTP - 65	11/08/2019	12/10/2019	0.00	295.91	

Vendor Number	Vendor Name					Total Vendor Amount
<u>JANMUS</u>	JAN FORD MUSTIN PH.D, P.C.					295.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	295.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11052019</u>	CLIENT: BURKHOLDER. ADAM DOS: 11/05/19	11/05/2019	12/10/2019	0.00	295.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>JANWIL</u>	JANA CLIFT-WILLIAMS					4,263.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	4,263.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16-FL-005 17</u>	CAUSE # 16-FL-005 S.G.	11/15/2019	12/10/2019	0.00	98.00	
<u>17-FL-182 17</u>	CAUSE # 17-FL-182 B.L.V III/ C.A.V.	11/15/2019	12/10/2019	0.00	98.00	
<u>17-FL-347 13</u>	CAUSE # 17-FL-347 A.L.G. / Z.B.G. / Z.Z.G.	11/15/2019	12/10/2019	0.00	630.00	
<u>18-FL-192 9</u>	CAUSE # 18-FL-192 R.G.	11/15/2019	12/10/2019	0.00	343.00	
<u>18-FL-448 11</u>	CAUSE # 18-FL-448 P.G. / J.G.JR	11/15/2019	12/10/2019	0.00	651.00	
<u>18-FL-488 3</u>	CAUSE # 18-FL-488 A.E.	11/15/2019	12/10/2019	0.00	224.00	
<u>18-FL-539 9</u>	CAUSE # 18-FL-539 N.M.	11/15/2019	12/10/2019	0.00	721.00	
<u>19-FL-091 5</u>	CAUSE # 19-FL-091 J.S.	11/15/2019	12/10/2019	0.00	224.00	
<u>19-FL-197 3</u>	CAUSE # 19-FL-197 S.W.	11/15/2019	12/10/2019	0.00	133.00	
<u>19-FL-359 2</u>	CAUSE # 19-FL-359 C.G.	11/15/2019	12/10/2019	0.00	217.00	
<u>19-FL-364 2</u>	CAUSE # 19-FL-364 G.C.	11/15/2019	12/10/2019	0.00	273.00	
<u>19-FL-464</u>	CAUSE # 19-FL-464 C.F.	11/15/2019	12/10/2019	0.00	651.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>RYAVIC</u>	JOHN A. HALL & ASSOCIATES, P.C.					400.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>33,900</u>	CAUSE #33,900 CORRINA MARIE RAMIREZ (RYAN VICKEF	10/30/2019	12/10/2019	0.00	400.00	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name				Total Vendor Amount
<u>FARPLA</u>	JOHN DEERE FINANCIAL				42.07
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	42.07	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1911-175430</u>	ACCT # 1-99 DAWN ULTRA ORIG 28 OZ	11/25/2019	12/10/2019	0.00	42.07

Vendor Number	Vendor Name				Total Vendor Amount
<u>JOHPAI</u>	JOHNNY & SON'S, LLC				640.58
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	640.58	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>RO # 17961</u>	UNIT 1705 PARTS & LABOR	11/01/2019	12/10/2019	0.00	640.58

Vendor Number	Vendor Name				Total Vendor Amount
<u>JUDBOH</u>	JUDITH BOHR				1,416.10
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	1,416.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18-FL-081_10</u>	CAUSE # 18-FL-081 C.C.	11/07/2019	12/10/2019	0.00	1,416.10

Vendor Number	Vendor Name				Total Vendor Amount
<u>KEYROB</u>	KEYLA ROBERTSON				1,358.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	1,358.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18-FL-488_3</u>	CAUSE # 18-FL-488 A.A.E.	11/15/2019	12/10/2019	0.00	644.00
<u>19-FL-434_2</u>	CAUSE # 19-FL-434 A.A.TJR/J.M.T/L.A.A-J	11/15/2019	12/10/2019	0.00	371.00
<u>19-FL-508_1</u>	CAUSE # 19-FL-508 W.R. / M.R.D./J.M.R.D./J.E.R.	11/15/2019	12/10/2019	0.00	343.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>L&LPOR</u>	L & L SEPTIC AND PORTABLE TOILETS				650.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	650.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>663664</u>	TICKET # 32996 SCHEDULED GREASE TRAP CLEANING	11/09/2019	12/10/2019	0.00	650.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>LASSIG</u>	LARRY D. RIVERA				80.68
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	80.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>EMT-21954</u>	3.00 FT X 4.00 FT FOUR COLOR PRINT	11/14/2019	12/10/2019	0.00	80.68

Vendor Number	Vendor Name				Total Vendor Amount
<u>LEGTRI</u>	LEGENDS TRI-COUNTY FUNERAL SERVICES				395.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	395.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2019/142</u>	BILLIE JEAN MEREDITH / DOT: 9/11/19	10/01/2019	12/10/2019	0.00	395.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>THOLEO</u>	LEON TRANSLATIONS				1,125.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			12/03/2019	1,125.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>19899</u>	CAUSE # 2755-19CC / CAUSE # 2759-19CC / CAUSE # 2	08/23/2019	12/10/2019	0.00	300.00
<u>20183</u>	TRANSLATION SERVICES CAUSE # 18-081	11/15/2019	12/10/2019	0.00	825.00

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number <u>LILFOR</u>	Vendor Name LILIANA LEON FORES					Total Vendor Amount 755.00
Payment Type Check	Payment Number		Payment Date 12/03/2019	Payment Amount 755.00		
Payable Number <u>18-084 / 18-085</u>	Description CAUSE # 18-084 / 18-085 MARKEATHA SIMMONS	Payable Date 11/04/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 755.00	

Vendor Number <u>LINSIM</u>	Vendor Name LINDSEY J. SIMMONS					Total Vendor Amount 35.38
Payment Type Check	Payment Number		Payment Date 12/03/2019	Payment Amount 35.38		
Payable Number <u>CUASE # 46596</u>	Description MILEAGE FOR 10/31/19	Payable Date 11/08/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 35.38	

Vendor Number <u>LIVFEE</u>	Vendor Name LIVENGOOD FEED STORE					Total Vendor Amount 357.86
Payment Type Check	Payment Number		Payment Date 12/03/2019	Payment Amount 357.86		
Payable Number <u>LOINV000196248</u>	Description FEED PAN 3 GAL RUBBER FORITEX CR-3	Payable Date 11/07/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 357.86	

Vendor Number <u>LOCTRU</u>	Vendor Name LOCKHART HARDWARE					Total Vendor Amount 299.93
Payment Type Check	Payment Number		Payment Date 12/03/2019	Payment Amount 299.93		
Payable Number <u>30854 /1</u>	Description CUST # 11239 DUPLEX RECEPTACLE IV 20A	Payable Date 10/30/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 7.98	
<u>30993 /1</u>	CUST # 11239 SCREWS, NUTS & BOLTS	11/12/2019	12/10/2019	0.00	6.99	
<u>31001 /1</u>	CUST # 11239 RID-X SEPTIC TRTMT 9.8 OZ	11/13/2019	12/10/2019	0.00	23.97	
<u>31008 /1</u>	CUST # 11239 BATTERY ALK AA 16 WIDE	11/13/2019	12/10/2019	0.00	25.98	
<u>31029 /1</u>	CUST # 11239 GLOVE BLK NITRIL 100PK XL	11/15/2019	12/10/2019	0.00	71.53	
<u>31036 /1</u>	CUST # 11239 DEADLATCH TRIPLE OPTION	11/15/2019	12/10/2019	0.00	12.99	
<u>31072 /1</u>	CUST # 11239 TUBE VINYL 5/8 ID X 7/8 OD	11/19/2019	12/10/2019	0.00	7.74	
<u>31081 /1</u>	CUST # 11239 WELDWD CONTACT CEMENT PT	11/19/2019	12/10/2019	0.00	16.66	
<u>31094 /1</u>	CUST # 11239 BIT DRILL 3/4 X 16 SPEEDBOR	11/20/2019	12/10/2019	0.00	12.99	
<u>31095 /1</u>	CUST # 11239 CYLINDER PROPANE 14.1 OZ	11/20/2019	12/10/2019	0.00	27.97	
<u>31107 /1</u>	CUST # 11239 ALL SEASONS HOSE 5/8 X 125	11/20/2019	12/10/2019	0.00	56.97	
<u>31111 /1</u>	CUST # 11239 SOCKET KEYLESS PORC 660W	11/21/2019	12/10/2019	0.00	11.98	
<u>31129 /1</u>	CUST # 11239 KNIFE SHARPENER 2 STEP	11/22/2019	12/10/2019	0.00	16.18	

Vendor Number <u>LOCMOT</u>	Vendor Name LOCKHART MOTOR CO.,INC.					Total Vendor Amount 206.51
Payment Type Check	Payment Number		Payment Date 12/03/2019	Payment Amount 206.51		
Payable Number <u>T46311</u>	Description CUST # 3810 WHEEL ASSY	Payable Date 11/04/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 206.51	

Vendor Number <u>LOCPOS</u>	Vendor Name LOCKHART POST REGISTER					Total Vendor Amount 52.00
Payment Type Check	Payment Number		Payment Date 12/03/2019	Payment Amount 52.00		
Payable Number <u>110519</u>	Description 2 YEAR RENEWAL - SHERIFF DEPT	Payable Date 11/05/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 52.00	

Vendor Number <u>LULCHE</u>	Vendor Name LULING CHEVROLET					Total Vendor Amount 80.15
Payment Type Check	Payment Number		Payment Date 12/03/2019	Payment Amount 80.15		
Payable Number <u>102626</u>	Description CUST # 1507 SENSOR	Payable Date 11/14/2019	Due Date 12/10/2019	Discount Amount 0.00	Payable Amount 80.15	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number JCOJAN	Vendor Name M.B. HAMMO ENTERPRISES, LLC					Total Vendor Amount 2,053.51
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 2,053.51	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7590	TOILET PAPER REGULAR / ROSES	11/06/2019	12/10/2019	0.00	773.47	
7613	TOILET PAPER REGULAR / ROSES	11/13/2019	12/10/2019	0.00	546.67	
7646	TOILET PAPER REGULAR / ROSES	11/20/2019	12/10/2019	0.00	733.37	

Vendor Number NEOFUN	Vendor Name MAILROOM FINANCE, INC					Total Vendor Amount 4,757.01
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 148.03	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11112019	ACCT # 7900 0440 8052 6951	11/11/2019	12/10/2019	0.00	148.03	
Check				12/03/2019	4,608.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11142019	ACCT # 7900 0440 8038 5499 CCJC	11/14/2019	12/10/2019	0.00	4,608.98	

Vendor Number MARPLU	Vendor Name MARK'S PLUMBING PARTS					Total Vendor Amount 2,071.02
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 2,071.02	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV001839116	CUST # 278898 SLOAN REGAL 3.5 GPF CLOSET DIAPH	11/05/2019	12/10/2019	0.00	1,898.30	
INV001841222	CUST # 278898 HONEYWELL LF 3/4" NPT MIXING VAL	11/13/2019	12/10/2019	0.00	172.72	

Vendor Number MICLEE	Vendor Name MICHAEL M. LEE					Total Vendor Amount 400.00
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CR 47668	CAUSE # CR-47668 SHAMMOND SINCLAIR	11/14/2019	12/10/2019	0.00	400.00	

Vendor Number NEOPOS	Vendor Name NEOPOST USA INC					Total Vendor Amount 322.30
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 322.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
N8007704	CUST # 01054254 11/11 - 12/10/19	11/09/2019	12/10/2019	0.00	322.30	

Vendor Number OBAFUN	Vendor Name O'BANNON FUNERAL HOME					Total Vendor Amount 900.00
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 900.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
110619	RICKY FLORES - DOD: 11/01/19	11/06/2019	12/10/2019	0.00	900.00	

Vendor Number ONSDEC	Vendor Name ONSITE DECALS.COM					Total Vendor Amount 325.00
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 325.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7574	SHERIFFS GRAPHICS - INSTALLED	09/04/2019	12/10/2019	0.00	325.00	

Vendor Number O'REIL	Vendor Name O'REILLY AUTOMOTIVE, INC.					Total Vendor Amount 690.47
Payment Type Check	Payment Number			Payment Date 12/03/2019	Payment Amount 690.47	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0642-300852	ACCT # 188092 RIVETER SET	11/04/2019	12/10/2019	0.00	14.99	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Payment Number	Vendor Name	Payable Date	Due Date	Discount Amount	Payable Amount
<u>0642-301368</u>	CUST # 188092 TOOL	11/07/2019	12/10/2019	0.00	13.28
<u>0642-301471</u>	CUST # 188092 GLASS CLNR	11/08/2019	12/10/2019	0.00	14.97
<u>0642-301482</u>	CUST # 188092 1 GAL ANTIFREZ	11/08/2019	12/10/2019	0.00	28.98
<u>0642-302203</u>	CUST # 188092 MUD FLAP	11/12/2019	12/10/2019	0.00	18.88
<u>0642-302372</u>	CUST # 188092 LIGHT	11/13/2019	12/10/2019	0.00	14.36
<u>0642-302529</u>	CUST # 188092 CAPSULE	11/14/2019	12/10/2019	0.00	52.12
<u>0642-302564</u>	CUST # 188092 FLT WASH	11/14/2019	12/10/2019	0.00	87.80
<u>0642-303215</u>	CUST # 188092 CORE RETURN	11/18/2019	12/10/2019	0.00	-36.00
<u>0642-303216</u>	CUST # 188092 FUNNEL	11/18/2019	12/10/2019	0.00	126.83
<u>0642-303230</u>	CUST # 188092 ADAPTOR	11/18/2019	12/10/2019	0.00	119.16
<u>0642-303276</u>	CUST # 188092 8 OZ PAG OIL 100	11/18/2019	12/10/2019	0.00	18.88
<u>0642-303477</u>	CUST # 188092 ABSORBENT	11/19/2019	12/10/2019	0.00	28.47
<u>0642-303486</u>	CUST # 188092 ADAPTOR	11/19/2019	12/10/2019	0.00	187.75

Vendor Number	Vendor Name	Total Vendor Amount			
<u>PATMAR</u>	PATHMARK TRAFFIC PROD. OF TX INC	362.50			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/03/2019	362.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4443</u>	18 X 6" .080 HI GREEN NO COPY 2-SIDED	11/18/2019	12/10/2019	0.00	362.50

Vendor Number	Vendor Name	Total Vendor Amount			
<u>PAUEVA</u>	PAUL MATTHEW EVANS	505.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/03/2019	505.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>42807 & 47874</u>	CAUSE # 47807 & 47874 RAMON MUNOZ	11/15/2019	12/10/2019	0.00	505.00

Vendor Number	Vendor Name	Total Vendor Amount			
<u>PENFUN</u>	PENNINGTON FUNERAL HOME	650.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/03/2019	650.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>DOD. 11/02/19</u>	NANCY M. GIBBS	11/02/2019	12/10/2019	0.00	650.00

Vendor Number	Vendor Name	Total Vendor Amount			
<u>PETTRA</u>	PETROLEUM TRADERS CORPORATION	6,468.55			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/03/2019	6,468.55		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1478721</u>	ACCT # 990644/1 ULTRA LOW SULFUR # 2 DIESEL	11/14/2019	12/10/2019	0.00	6,468.55

Vendor Number	Vendor Name	Total Vendor Amount			
<u>PFGTEM</u>	PFG-TEMPLE	5,527.42			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/03/2019	5,527.42		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>9706637</u>	CUST # 435577 DRY GROCERY / FROZEN	11/07/2019	12/10/2019	0.00	1,133.89
<u>9709671</u>	CUST # 435577 DRY GROCERY / FROZEN	11/11/2019	12/10/2019	0.00	1,204.27
<u>9713610</u>	CUST w# 435577 DRY GROCERY / FROZEN	11/14/2019	12/10/2019	0.00	947.11
<u>9716880</u>	CUST # 435577 DRY GROCERY	11/18/2019	12/10/2019	0.00	983.38
<u>9721307</u>	CUST # 435577 DRY GROCERY / FROZEN	11/21/2019	12/10/2019	0.00	1,258.77

Vendor Number	Vendor Name	Total Vendor Amount			
<u>PHITUR</u>	PHIL TURNER LAW PC	1,366.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/03/2019	1,366.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18-236</u>	CAUSE # 18-236 EULALIO BANDON GUTIERREZ	11/12/2019	12/10/2019	0.00	805.00
<u>18-249</u>	CAUSE # 18-249 VIDAL GONZALEZ	11/07/2019	12/10/2019	0.00	561.00

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
<u>PRISOL</u>	PRINTING SOLUTIONS					589.14
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	589.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22607</u>	FORMS: NCR	10/15/2019	12/10/2019	0.00	589.14	
Vendor Number	Vendor Name					Total Vendor Amount
<u>IKONOF</u>	RICOH USA, INC.					890.11
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	890.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>102944633</u>	ACCT # 505575-1010175A16 10/29 - 11/28/19	11/08/2019	12/10/2019	0.00	890.11	
Vendor Number	Vendor Name					Total Vendor Amount
<u>ROBHAE</u>	ROBERT A HAEDGE					1,005.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,005.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-215</u>	CAUSE # 18-215 JASON MICHAEL WRIGHT	11/05/2019	12/10/2019	0.00	1,005.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>RONLEH</u>	RONDA LEHMAN					72.80
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	72.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112019</u>	MAJOR SHOW ENTRIES	11/20/2019	12/10/2019	0.00	72.80	
Vendor Number	Vendor Name					Total Vendor Amount
<u>SCHSON</u>	SCHMIDT & SONS, INC					2,921.39
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	2,921.39	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0455109-IN</u>	CUST # 05-CALDCO FS SYN BLEND 15W-40	11/21/2019	12/10/2019	0.00	2,275.51	
<u>0455111-IN</u>	CUST # 05-CALDCO FS SYN BLEND 15W-40 CK4 TOTE	11/21/2019	12/10/2019	0.00	645.88	
Vendor Number	Vendor Name					Total Vendor Amount
<u>REDAUT</u>	SEAN MATTHEW MANN					760.69
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	760.69	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>105412</u>	CUST # 2010 HEADLIGHT BULB -LOW	11/06/2019	12/10/2019	0.00	13.49	
<u>106111</u>	ACCT # 6000 BOXED CAPSULES	11/08/2019	12/10/2019	0.00	13.49	
<u>106205</u>	ACCT # 6000 ENGINE COOLING	11/12/2019	12/10/2019	0.00	259.51	
<u>106406</u>	CUST # 6000 NAPAGOLD AIR FILTER	11/19/2019	12/10/2019	0.00	158.29	
<u>106418</u>	CUST #6000 NAPA FRONT BRAKE PADS	11/19/2019	12/10/2019	0.00	299.99	
<u>106474</u>	ACCT # 2010 GLASS CLEANER 18 OZ	11/21/2019	12/10/2019	0.00	15.92	
Vendor Number	Vendor Name					Total Vendor Amount
<u>SETCOL</u>	SETON LKT FAMILY HEALTH CENTER					65.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	65.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INSURED ID# 1330912</u>	PAT # 4456219V8363 BURKHOLDER, ADAM L. DOB:4/10/	10/29/2019	12/10/2019	0.00	65.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>SMISUP</u>	SMITH SUPPLY CO.- LOCKHART					1,685.80
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,685.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>829901</u>	SWING CHECK VALVE 2 B & K	11/12/2019	12/10/2019	0.00	73.30	
<u>830109</u>	ARCH 15" X 30' MTL CLVRT D1	11/15/2019	12/10/2019	0.00	1,579.95	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

<u>830687</u>	ORANGE DRIVEWAY MARK	11/20/2019	12/10/2019	0.00	23.60
<u>830760</u>	SCREW DRVR & BIT SET RATCHET	11/21/2019	12/10/2019	0.00	8.95

Vendor Number SMILUL **Vendor Name** SMITH SUPPLY CO.-LULING **Total Vendor Amount** 75.45

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 12/03/2019 75.45

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>74624</u>	WATER METER KEY 5/8 REBAR	11/14/2019	12/10/2019	0.00	15.95
<u>74760</u>	WHISK BROOM - CORN	11/19/2019	12/10/2019	0.00	19.80
<u>74853</u>	WHISK BROOM - CORN	11/22/2019	12/10/2019	0.00	24.75
<u>74904</u>	GALV ROUND WASH TUB 8 GAL	11/25/2019	12/10/2019	0.00	14.95

Vendor Number SOUHEA **Vendor Name** SOUTHERN HEALTH PARTNERS, INC. **Total Vendor Amount** 59,284.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 12/03/2019 59,284.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>102019</u>	OCTOBER 2019 COST POOL LIMITATION	10/30/2019	12/10/2019	0.00	18,609.98
<u>BASE # 36787</u>	CALDWELL CO COUT	11/02/2019	12/10/2019	0.00	40,674.02

Vendor Number SOUTIR **Vendor Name** SOUTHERN TIRE MART, LLC **Total Vendor Amount** 476.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 12/03/2019 476.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4650030220</u>	CUST # 280894 LT235/85R16 TRANSFORCE HT2 BLK	11/19/2019	12/10/2019	0.00	476.00

Vendor Number STAJAN **Vendor Name** STACY M. JANUARY **Total Vendor Amount** 595.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 12/03/2019 595.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18-FL-235_2</u>	CAUSE # 18-FL-235 J.B.	11/21/2019	12/10/2019	0.00	105.00
<u>19-FL-387_1</u>	CAUSE # 19-FL-387 P.G. / S.G.	11/21/2019	12/10/2019	0.00	70.00
<u>19-FL-495</u>	CAUSE # 19-FL-495 M.M.	11/21/2019	12/10/2019	0.00	315.00
<u>19-FL-508</u>	CAUSE # 19-FL-508 W.R.	11/21/2019	12/10/2019	0.00	105.00

Vendor Number STEELE **Vendor Name** STEPHENS ELECTRIC **Total Vendor Amount** 202.50

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 12/03/2019 202.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>0619-085</u>	SERIVCE CALL SMOKE EXAUST CONTROLS	11/13/2019	12/10/2019	0.00	202.50

Vendor Number SYSCO **Vendor Name** SYSCO CENTRAL TEXAS, INC **Total Vendor Amount** 9,835.25

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 12/03/2019 9,835.25

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>413015334</u>	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN /	11/06/2019	12/10/2019	0.00	1,832.06
<u>413021823</u>	CUST # 043430 CHEMICAL & JANITORIAL	11/08/2019	12/10/2019	0.00	190.74
<u>413021824</u>	CUST # 043430 DAIRY / POULTRY / FROZEN / CAN & DR	11/08/2019	12/10/2019	0.00	1,643.44
<u>413033607</u>	CUST # 043430 CHEMICAL & JANITORIAL	11/13/2019	12/10/2019	0.00	236.42
<u>413033608</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	11/13/2019	12/10/2019	0.00	1,279.64
<u>413033609</u>	CUST # 043430 CAN & DRY	11/13/2019	12/10/2019	0.00	39.44
<u>413040813</u>	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN /	11/15/2019	12/10/2019	0.00	1,110.15
<u>413053327</u>	CHEMICAL & JANITORIAL	11/20/2019	12/10/2019	0.00	286.67
<u>413053328</u>	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN /	11/20/2019	12/10/2019	0.00	1,435.72
<u>413059829</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	11/22/2019	12/10/2019	0.00	1,780.97

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>TAHSTE</u>	TAHLIA T. STEWART					1,631.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,631.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-FL-110 7</u>	CAUSE # 18-FL-110 N.A.	11/07/2019	12/10/2019	0.00	420.00	
<u>19-FL-436</u>	CAUSE # 19-FL-436 E.M.	11/07/2019	12/10/2019	0.00	525.00	
<u>19-FL-436 1</u>	CAUSE # 19-FL-436 E.M.	11/15/2019	12/10/2019	0.00	686.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>TACRIS</u>	TEXAS ASSOCIATION OF COUNTIES					212,124.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	169,600.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>26280</u>	COVERAGE # CAS-0280-20191001-1 OCT 2019-OCT 2021	10/08/2019	12/10/2019	0.00	169,600.00	
Check				12/03/2019	42,524.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>NRCN-27086-WC1</u>	MEMEBER # 0280 1ST QUARTER	12/01/2019	12/10/2019	0.00	42,524.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>DEPPUB</u>	TEXAS DEPT. OF PUBLIC SAFETY					2.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	2.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CRS-180298</u>	9/10 - 9/18/19 SECURE SITE CCH NAME SEARCH	09/30/2019	12/10/2019	0.00	2.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>TEXNOT</u>	TEXAS STATE NOTARY BUREAU					46.98
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	46.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>ORDER # 130471853</u>	MOLLY COLE (EXP: 12/16/2023)	11/25/2019	12/10/2019	0.00	46.98	

Vendor Number	Vendor Name					Total Vendor Amount
<u>JAMCAS</u>	THE CASEY LAW FIRM					500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>19-009</u>	CAUSE # 19-009 XAVIER REYES	11/05/2019	12/10/2019	0.00	500.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>RICHC</u>	THE LAW OFFICE OF TREY HICKS, PLLC					1,385.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	1,385.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>110719</u>	CAUSE # JEYAH ANDREWS	11/07/2019	12/10/2019	0.00	280.00	
<u>46.652</u>	CAUSE # 46,652 EZEKIEL TREJO, JR	11/18/2019	12/10/2019	0.00	805.00	
<u>47.986</u>	CAUSE # 47,986 DAYSHA MAXWELL	11/12/2019	12/10/2019	0.00	300.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>JASTRU</u>	THE LAW OFFICES OF JASON TRUMPLER					855.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	855.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-165</u>	CAUSE # 18-165 JOHN DERRICK TANKERSLEY, JR	10/30/2019	12/10/2019	0.00	855.00	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number	Vendor Name					Total Vendor Amount
<u>UNIFIR</u>	UNIFIRST CORPORATION					211.77
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	211.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>822 2253386</u>	CUST # 222727 RTE # F6140 SHERIFF'S	11/08/2019	12/10/2019	0.00	70.59	
<u>822 2255632</u>	CUST # 222727 RTE # F6140 SHERIFF'S	11/15/2019	12/10/2019	0.00	70.59	
<u>822 2257873</u>	CUST # 222727 RTE # F6140 SHERIFF'S	11/22/2019	12/10/2019	0.00	70.59	
<u>VICBRO</u>	VICTOREA D. BROWN					250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>45194 1</u>	CAUSE # 45194 ABRAM N. TUERINA	10/30/2019	12/10/2019	0.00	250.00	
<u>WALDEA</u>	WALTER S. DEAN, SR.					500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18,274</u>	CAUSE # 18-274 JOSEPH D. SELF	11/07/2019	12/10/2019	0.00	500.00	
<u>WESGRO</u>	WEST GROUP PAYMENT CENTER					224.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	224.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>841166925 1</u>	ACCT # 1005230994 9/05-10/04/19	10/04/2019	12/10/2019	0.00	224.00	
<u>XERBUS</u>	XEROX BUSINESS SOLUTIONS SOUTHWEST					79.98
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	79.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>IN2345550</u>	ACCT # CC26 BROTHER BLACK TONER, HL2250	11/07/2019	12/10/2019	0.00	79.98	
<u>XERCOR</u>	XEROX CORPORATION					4,222.11
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	4,222.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1852223</u>	CONTRACT # 010-0063777-001 10/30 - 11/29/19	11/10/2019	12/10/2019	0.00	4,051.11	
<u>1853064</u>	CUST # 76391 312 E SAN ANTONIO	11/10/2019	12/10/2019	0.00	171.00	
<u>XLPART</u>	XL PARTS, LLC					286.85
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/03/2019	286.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0416KX6344</u>	CUST # 490093 AIR FILTER	11/01/2019	12/10/2019	0.00	125.18	
<u>0416KX6404</u>	CUST # 490093 S/M PAD ST	11/01/2019	11/01/2019	0.00	-122.82	
<u>0416LD8701</u>	CUST # 490093 AIR FILTER	11/08/2019	12/10/2019	0.00	28.92	
<u>0416LJ9053</u>	CUST # 490093 STANDARD CAPSULE - BX	11/15/2019	12/10/2019	0.00	9.98	
<u>0416LK0183</u>	CUST # 490093 SPARK PLUG	11/15/2019	12/10/2019	0.00	14.32	
<u>0416LL7964</u>	CUST # 490093 SHOCK-FRONT MONOMAX	11/18/2019	12/10/2019	0.00	126.32	
<u>0416LN1067</u>	CUST # 490093 BATTERY	11/19/2019	12/10/2019	0.00	104.95	

Payment Register

APPKT03534 - 12/10/19 A/P RUN

Vendor Number **Vendor Name**
ZACMAN ZACHARY RICK MANWILL

Total Vendor Amount
105.00

Payment Type **Payment Number**
Check

Payment Date **Payment Amount**
12/03/2019 105.00

Payable Number **Description**
18-FL-235 CAUSE # 18-FL-235 J.B.

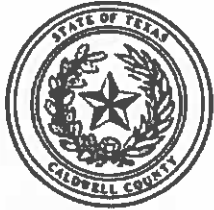
Payable Date **Due Date** **Discount Amount** **Payable Amount**
11/15/2019 12/10/2019 0.00 105.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	289	128	0.00	1,035,386.66
Packet Totals:		289	128	0.00	1,035,386.66

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-1,035,386.66
Packet Totals:		<u>-1,035,386.66</u>



Caldwell County, TX

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
MAILROOM FINANCE, INC	11142019	ACCT # 7900 0440 8038 549	POSTAGE INVENTORY	001-1370	4,608.98
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	DUE FROM C C A D	001-1260	365.26
					4,974.24
Department : 2120 - COUNTY TREASURER					
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-2120-4810	294.56
					Department 2120 - COUNTY TREASURER Total: 294.56
Department : 2140 - TAX ASSESSOR - COLLECTOR					
DARLA LAW	112019	MILEAGE FOR NOVEMBER 2	TRANSPORTATION	001-2140-4260	207.64
					Department 2140 - TAX ASSESSOR - COLLECTOR Total: 207.64
Department : 2150 - COUNTY CLERK					
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	OFFICE SUPPLIES	001-2150-3110	399.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	OFFICE SUPPLIES	001-2150-3110	15.90
					Department 2150 - COUNTY CLERK Total: 414.90
Department : 3200 - DISTRICT ATTORNEY					
DEWITT POTH & SON	589851-0	CUST # 12430 SPOTPAPER	OFFICE SUPPLIES	001-3200-3110	266.26
CENTRAL TEXAS AUTOPSY, P	12970	EXPERT WITNESS CAUSE # 2	TRIAL EXPENSE	001-3200-4130	250.00
LEON TRANSLATIONS	20183	TRANSLATION SERVICES CAU	TRIAL EXPENSE	001-3200-4130	825.00
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-3200-4260	122.96
LINDSEY J. SIMMONS	CUASE # 46596	MILEAGE FOR 10/31/19	TRANSPORTATION	001-3200-4260	35.38
					Department 3200 - DISTRICT ATTORNEY Total: 1,499.60
Department : 3220 - DISTRICT CLERK					
DEWITT POTH & SON	590440-0	CUST # 12430 DESKPAD, MT	OFFICE SUPPLIES	001-3220-3110	32.80
					Department 3220 - DISTRICT CLERK Total: 32.80
Department : 3230 - DISTRICT JUDGE					
DEWITT POTH & SON	588171-0	CUST # 12430 SPOTPAPER -	OFFICE SUPPLIES	001-3230-3110	36.00
THE LAW OFFICES OF JASON	18-165	CAUSE # 18-165 JOHN DERR	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
THE LAW OFFICES OF JASON	18-165	CAUSE # 18-165 JOHN DERR	ADULT - INDIGENT ATTORNE	001-3230-4160	850.00
PHIL TURNER LAW PC	18-236	CAUSE # 18-236 EULALIO BA	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PHIL TURNER LAW PC	18-236	CAUSE # 18-236 EULALIO BA	ADULT - INDIGENT ATTORNE	001-3230-4160	800.00
GLEN A. GRUNBERGER	13-FL-183 5	CAUSE # 13-FL-183 E.L / E.D.	ADULT - INDIGENT ATTORNE	001-3230-4160	35.00
JANA CLIFT-WILLIAMS	16-FL-005 17	CAUSE # 16-FL-005 S.G.	ADULT - INDIGENT ATTORNE	001-3230-4160	98.00
JANA CLIFT-WILLIAMS	17-FL-182 17	CAUSE # 17-FL-182 B.L.V III/	ADULT - INDIGENT ATTORNE	001-3230-4160	98.00
JANA CLIFT-WILLIAMS	17-FL-347 13	CAUSE # 17-FL-347 A.L.G. /	ADULT - INDIGENT ATTORNE	001-3230-4160	630.00
GLEN A. GRUNBERGER	17-FL-357 3	CAUSE # 17-FL-357 N.T / A.T.	ADULT - INDIGENT ATTORNE	001-3230-4160	1,008.00
JANA CLIFT-WILLIAMS	18-FL-192 9	CAUSE # 18-FL-192 R.G.	ADULT - INDIGENT ATTORNE	001-3230-4160	343.00
ZACHARY RICK MANWILL	18-FL-235	CAUSE # 18-FL-235 J.B.	ADULT - INDIGENT ATTORNE	001-3230-4160	105.00
JANA CLIFT-WILLIAMS	18-FL-448 11	CAUSE # 18-FL-448 P.G. / J.	ADULT - INDIGENT ATTORNE	001-3230-4160	651.00
JANA CLIFT-WILLIAMS	18-FL-488 3	CAUSE # 18-FL-488 A.E.	ADULT - INDIGENT ATTORNE	001-3230-4160	224.00
KEYLA ROBERTSON	18-FL-488 3	CAUSE # 18-FL-488 A.A.E.	ADULT - INDIGENT ATTORNE	001-3230-4160	644.00
JANA CLIFT-WILLIAMS	18-FL-539 9	CAUSE # 18-FL-539 N.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	721.00
JANA CLIFT-WILLIAMS	19-FL-091 5	CAUSE # 19-FL-091 J.S.	ADULT - INDIGENT ATTORNE	001-3230-4160	224.00
JANA CLIFT-WILLIAMS	19-FL-197 3	CAUSE # 19-FL-197 S.W.	ADULT - INDIGENT ATTORNE	001-3230-4160	133.00
JANA CLIFT-WILLIAMS	19-FL-359 2	CAUSE # 19-FL-359 C.G.	ADULT - INDIGENT ATTORNE	001-3230-4160	217.00
JANA CLIFT-WILLIAMS	19-FL-364 2	CAUSE # 19-FL-364 G.C.	ADULT - INDIGENT ATTORNE	001-3230-4160	273.00
GLENN WILLIAMS	19-FL-383 1	CAUSE # 19-FL-383 E.F.C.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	175.00
GLEN A. GRUNBERGER	19-FL-434 1	CAUSE # 19-FL-434 A.A.T.,JR	ADULT - INDIGENT ATTORNE	001-3230-4160	266.00
KEYLA ROBERTSON	19-FL-434 2	CAUSE # 19-FL-434 A.A.T.JR/	ADULT - INDIGENT ATTORNE	001-3230-4160	371.00
TAHLIA T. STEWART	19-FL-436 1	CAUSE # 19-FL-436 E.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	686.00
JANA CLIFT-WILLIAMS	19-FL-464	CAUSE # 19-FL-464 C.F.	ADULT - INDIGENT ATTORNE	001-3230-4160	651.00
GLEN A. GRUNBERGER	19-FL-484	CAUSE # 19-FL-484 C.S.S.,JR	ADULT - INDIGENT ATTORNE	001-3230-4160	784.00
KEYLA ROBERTSON	19-FL-508 1	CAUSE # 19-FL-508 W.R. / M	ADULT - INDIGENT ATTORNE	001-3230-4160	343.00

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
GLEN A. GRUNBERGER	19-FL-508	CAUSE # 19-FL-508 W.R. / M	ADULT - INDIGENT ATTORNE	001-3230-4160	1,022.00
AISHA WHITE-THOMPSON, C	111519	APPLICATION TO RENEW LIC	ADMINISTRATIVE EXPENDIT	001-3230-4011	204.76
STACY M. JANUARY	18-FL-235 2	CAUSE # 18-FL-235 J.B.	ADULT - INDIGENT ATTORNE	001-3230-4160	105.00
BOVIK & MEREDITH P.C.	18-FL-394	CAUSE # 18-FL-394 L.L.	ADULT - INDIGENT ATTORNE	001-3230-4160	959.00
STACY M. JANUARY	19-FL-387 1	CAUSE # 19-FL-387 P.G. / S.	ADULT - INDIGENT ATTORNE	001-3230-4160	70.00
STACY M. JANUARY	19-FL-495	CAUSE # 19-FL-495 M.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	315.00
STACY M. JANUARY	19-FL-508	CAUSE # 19-FL-508 W.R.	ADULT - INDIGENT ATTORNE	001-3230-4160	105.00
GLENN WILLIAMS	19-FL-542	CAUSE # 19-FL-542 C.Y.	ADULT - INDIGENT ATTORNE	001-3230-4160	210.00
LILIANA LEON FORES	18-084 / 18-085	CAUSE # 18-084 / 18-085 M	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
LILIANA LEON FORES	18-084 / 18-085	CAUSE # 18-084 / 18-085 M	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
GEORGE V. C. PARKER	19-137	CAUSE # 19-137 RAMON DI	ADMINISTRATIVE EXPENDIT	001-3230-4011	1,950.00
CLIFFORD W. MCCORMACK	18-092	CAUSE # 18-092 PAULINO G	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	18-092	CAUSE # 18-092 PAULINO G	ADULT - INDIGENT ATTORNE	001-3230-4160	1,000.00
ROBERT A HAEDGE	18-215	CAUSE # 18-215 JASON MIC	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
ROBERT A HAEDGE	18-215	CAUSE # 18-215 JASON MIC	ADULT - INDIGENT ATTORNE	001-3230-4160	1,000.00
THE CASEY LAW FIRM	19-009	CAUSE # 19-009 XAVIER REY	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
THE LAW OFFICE OF TREY HI	110719	CAUSE # JEYAH ANDREWS	ADULT - INDIGENT ATTORNE	001-3230-4160	280.00
ADAM D. ROWINS	17-FL-357 12	CAUSE # 17-FL-357 N.T. / A.	ADULT - INDIGENT ATTORNE	001-3230-4160	266.00
WALTER S. DEAN, SR.	18,274	CAUSE # 18-274 JOSEPH D. S	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
PHIL TURNER LAW PC	18-249	CAUSE # 18-249 VIDAL GON	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PHIL TURNER LAW PC	18-249	CAUSE # 18-249 VIDAL GON	ADULT - INDIGENT ATTORNE	001-3230-4160	556.00
JUDITH BOHR	18-FL-081 10	CAUSE # 18-FL-081 C.C.	ADULT - INDIGENT ATTORNE	001-3230-4160	1,416.10
TAHLIA T. STEWART	18-FL-110 7	CAUSE # 18-FL-110 N.A.	ADULT - INDIGENT ATTORNE	001-3230-4160	420.00
ADAM D. ROWINS	18-FL-192 3	CAUSE # 18-FL-192 R.S.S.G.	ADULT - INDIGENT ATTORNE	001-3230-4160	210.00
ADAM D. ROWINS	18-FL-474 6	CAUSE # 18-FL-474 I.L.J./I.J./I	ADULT - INDIGENT ATTORNE	001-3230-4160	525.00
ADAM D. ROWINS	18-FL-539 9	CAUSE # 18-FL-539 N.C.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	903.00
GLENN WILLIAMS	19-FL-086 4	CAUSE # 19-FL-086 D.L.	ADULT - INDIGENT ATTORNE	001-3230-4160	70.00
ADAM D. ROWINS	19-FL-103 4	CAUSE # 19-FL-103 O.O.JR/A	ADULT - INDIGENT ATTORNE	001-3230-4160	84.00
ADAM D. ROWINS	19-FL-197 2	CAUSE # 19-FL-197 S.W.	ADULT - INDIGENT ATTORNE	001-3230-4160	84.00
ADAM D. ROWINS	19-FL-364 1	CAUSE # 19-FL-364 G.C.	ADULT - INDIGENT ATTORNE	001-3230-4160	140.00
ADAM D. ROWINS	19-FL-403 1	CAUSE # 19-FL-403 K.S.	ADULT - INDIGENT ATTORNE	001-3230-4160	294.00
GLENN WILLIAMS	19-FL-436 1	CAUSE # 19-FL-436 E.F.C.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	140.00
TAHLIA T. STEWART	19-FL-436	CAUSE # 19-FL-436 E.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	525.00
ADAM D. ROWINS	19-FL-484	CAUSE # 19-FL-484 C.S., JR.	ADULT - INDIGENT ATTORNE	001-3230-4160	791.00
XEROX BUSINESS SOLUTION	IN2345550	ACCT # CC26 BROTHER BLAC	ADMINISTRATIVE EXPENDIT	001-3230-4011	79.98
				Department 3230 - DISTRICT JUDGE Total:	25,870.84

Department : 3240 - COUNTY COURT LAW

DEL PRADO-DIETZ, PLLC	44401 / 45012	CAUSE # 4441/45012 ELIZAB	ADULT - INDIGENT ATTORNE	001-3240-4160	450.00
CLIFFORD W. MCCORMACK	46131	CAUSE # 46131 MICHELLE G	ADULT - ATTY LITIGATION EX	001-3240-4080	10.00
CLIFFORD W. MCCORMACK	46131	CAUSE # 46131 MICHELLE G	ADULT - INDIGENT ATTORNE	001-3240-4160	1,000.00
COLIN WISE	47,004	CAUSE # 47,004 VICTORIA	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
COLIN WISE	47,004	CAUSE # 47,004 VICTORIA	ADULT - INDIGENT ATTORNE	001-3240-4160	200.00
CLIFFORD W. MCCORMACK	47165	CAUSE # 47165 ULISES OLM	ADULT - INDIGENT ATTORNE	001-3240-4160	300.00
CLIFFORD W. MCCORMACK	47397	CAUSE # 47397 NICKOLOUS	ADULT - ATTY LITIGATION EX	001-3240-4080	10.00
CLIFFORD W. MCCORMACK	47397	CAUSE # 47397 NICKOLOUS	ADULT - INDIGENT ATTORNE	001-3240-4160	500.00
JOHN A. HALL & ASSOCIATES	33,900	CAUSE # 33,900 CORRINA M	ADULT - INDIGENT ATTORNE	001-3240-4160	400.00
VICTORIA D. BROWN	45194 1	CAUSE # 45194 ABRAM N. T	ADULT - INDIGENT ATTORNE	001-3240-4160	250.00
BOVIK & MEREDITH P.C.	47444	CAUSE # 47444 LAUREL CRIT	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
BOVIK & MEREDITH P.C.	47444	CAUSE # 47444 LAUREL CRIT	ADULT - INDIGENT ATTORNE	001-3240-4160	350.00
WEST GROUP PAYMENT CEN	841166925-1	ACCT # 1005230994 9/05-1	MISCELLANEOUS	001-3240-4850	224.00
THE LAW OFFICE OF TREY HI	47,986	CAUSE # 47,986 DAYSHA M	ADULT - INDIGENT ATTORNE	001-3240-4160	300.00
DAN MCCORMACK	44,660	CAUSE # 44,660 JOSE MEDI	ADULT - INDIGENT ATTORNE	001-3240-4160	500.00
DAVID GLICKER	46722	CAUSE # 46722 CYNTHIA S.	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
DAVID GLICKER	46722	CAUSE # 46722 CYNTHIA S.	ADULT - INDIGENT ATTORNE	001-3240-4160	245.00
HERBERT L. JAMISON & CO.,	62094	ACCT# M0L0025 POLICY# SJ	OTHER INSURANCE	001-3240-2090	2,012.85
MICHAEL M. LEE	CR-47668	CAUSE # CR-47668 SHAMM	ADULT - INDIGENT ATTORNE	001-3240-4160	400.00
PAUL MATTHEW EVANS	42807 & 47874	CAUSE # 47807 & 47874 RA	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
PAUL MATTHEW EVANS	42807 & 47874	CAUSE # 47807 & 47874 RA	ADULT - INDIGENT ATTORNE	001-3240-4160	500.00
DEL PRADO-DIETZ, PLLC	47418	CAUSE # 47418 JEREMY CHA	ADULT - INDIGENT ATTORNE	001-3240-4160	550.00
THE LAW OFFICE OF TREY HI	46,652	CAUSE # 46,652 EZEKIEL TRE	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
THE LAW OFFICE OF TREY HI	46,652	CAUSE # 46,652 EZEKIEL TRE	ADULT - INDIGENT ATTORNE	001-3240-4160	800.00
HOLLIS WILBURN BURKLUND	19-J-2770	CAUSE # 19-J-2770 C.A.Y.	JUVENILE - INDIGENT ATTOR	001-3240-4180	400.00
DAN MCCORMACK	47,084	CAUSE # 47,084 DALTON BO	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
DAN MCCORMACK	47,084	CAUSE # 47,084 DALTON BO	ADULT - INDIGENT ATTORNE	001-3240-4160	900.00
DAN MCCORMACK	47,504	CAUSE # 47,504 HENRY MC	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
DAN MCCORMACK	47,504	CAUSE # 47,504 HENRY MC	ADULT - INDIGENT ATTORNE	001-3240-4160	550.00
DAN MCCORMACK	47,539	CAUSE # 47,539 TRAVIS SCO	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
DAN MCCORMACK	47,539	CAUSE # 47,539 TRAVIS SCO	ADULT - INDIGENT ATTORNE	001-3240-4160	345.00
LEON TRANSLATIONS	19899	CAUSE # 2755-19CC / CAUS	JUVENILE - ATTY LITIGATION	001-3240-4189	300.00
Department 3240 - COUNTY COURT LAW Total:					11,536.85

Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2

CARL R. OHLENDORF INSURA	17267	POLICY # 72216023 ACCT # C	EMPLOYEE BONDING	001-3252-2070	71.00
DEWITT POTH & SON	590938-0	CUST # 12430 FOLDER, FILE,	OFFICE SUPPLIES	001-3252-3110	33.11
Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:					104.11

Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3

DEWITT POTH & SON	589943-0	CUST # 12430 18 - CHAIRS	OFFICE SUPPLIES	001-3253-3110	1,890.00
ANITA DELEON	112019	INQUEST - 1285 WILLIAM PE	TRANSPORTATION	001-3253-4260	20.88
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	OFFICE SUPPLIES	001-3253-3110	16.98
Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:					1,927.86

Department : 4300 - COUNTY SHERIFF

PRINTING SOLUTIONS	22607	FORMS: NCR	OPERATING SUPPLIES	001-4300-3130	187.64
CHISHOLM TRAIL VETERINAR	22122	PATIENT - TOSCA	PROFESSIONAL SERVICES	001-4300-4110	272.74
JOHNNY & SON'S, LLC	RO # 17961	UNIT 1705 PARTS & LABOR	REPAIRS & MAINTENANCE	001-4300-4510	640.58
MAILROOM FINANCE, INC	11112019	ACCT # 7900 0440 8052 695	POSTAGE	001-4300-3120	148.03
BRIAN BARRINGTON	919714	TRANQUILIZE 1 DOG AT GAR	PROFESSIONAL SERVICES	001-4300-4110	100.00
CALDWELL COUNTY TAX ASS	VIN # 1714	VIN # 1FM5K8AB3LGA41714	MACHINERY AND EQUIPME	001-4300-5310	16.75
CALDWELL COUNTY TAX ASS	VIN # 8560	VIN # 1FM5K8AB8LGA18560	MACHINERY AND EQUIPME	001-4300-5310	16.75
HILTON COLLEGE STATION &	19796937500	MIKE LANE 1/23 - 24/19	TRAINING	001-4300-4810	126.17
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-4300-4260	8,028.90
CAPITAL AREA COUNCIL OF	2020RTA 102	BPOC #90 Tuition	TRAINING	001-4300-4810	3,300.00
LOCKHART POST REGISTER	110519	2 YEAR RENEWAL - SHERIFF	OPERATING SUPPLIES	001-4300-3130	52.00
LIVENGOOD FEED STORE	LOINV000196248	FEED PAN 3 GAL RUBBER FO	OPERATING SUPPLIES	001-4300-3130	357.86
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	MACHINERY AND EQUIPME	001-4300-5310	159.99
ONSITE DECALS.COM	7574	SHERIFFS GRAPHICS - INSTAL	PROFESSIONAL SERVICES	001-4300-4110	325.00
Department 4300 - COUNTY SHERIFF Total:					13,732.41

Department : 4310 - COUNTY JAIL

PRINTING SOLUTIONS	22607	FORMS: NCR	OPERATING SUPPLIES	001-4310-3130	401.50
BLUE360 MEDIA	60265	CUST # B201708054519 TX C	OPERATING SUPPLIES	001-4310-3130	143.65
SETON LKT FAMILY HEALTH	INSURED ID# 1330912	PAT # 4456219V8363 BURKH	EMPLOYEE PHYSICALS	001-4310-4135	65.00
SOUTHERN HEALTH PARTNE	102019	OCTOBER 2019 COST POOL	PROFESSIONAL SERVICES	001-4310-4110	18,609.98
HOLT TEXAS, LTD., A DIVISIO	WIEZ0020787	CUST # 0203930 PREVENTIV	REPAIRS & MAINTENANCE	001-4310-4510	480.00
FERRIS JOSEPH PRODUCE, IN	111022	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	73.50
PFG-TEMPLE	9709671	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,204.27
FERRIS JOSEPH PRODUCE, IN	111036	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	28.50
FLOWERS BAKING CO. OF SA	TKT # 2038385196	CUST # 0040078309 OBSOL	FOOD SUPPLIES	001-4310-3100	201.60
STEPHENS ELECTRIC	0619-085	SERIVCE CALL SMOKE EXAUS	REPAIRS & MAINTENANCE	001-4310-4510	202.50
FERRIS JOSEPH PRODUCE, IN	111048	POTATDES 5/10LB BAGGED	FOOD SUPPLIES	001-4310-3100	27.00
AERODYNAMICS AIRCONDITI	1206	SERVICE CALL / LABOR	REPAIRS & MAINTENANCE	001-4310-4510	265.00
SYSCO CENTRAL TEXAS, INC	413033607	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	236.42
SYSCO CENTRAL TEXAS, INC	413033608	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,121.28
SYSCO CENTRAL TEXAS, INC	413033608	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	158.36
SYSCO CENTRAL TEXAS, INC	413033609	CUST # 043430 CAN & DRY	OPERATING SUPPLIES	001-4310-3130	39.44
M.B. HAMMO ENTERPRISES,	7613	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	546.67
MARK'S PLUMBING PARTS	INV001841222	CUST # 278898 HONEYWELL	REPAIRS & MAINTENANCE	001-4310-4510	172.72
FERRIS JOSEPH PRODUCE, IN	111065	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	31.30
FARMER BROTHERS. CO.	69626926	ACCT # 6302473 ICETEA BLA	FOOD SUPPLIES	001-4310-3100	692.03
PFG-TEMPLE	9713610	CUST w# 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	947.11
LARRY D. RIVERA	EMT-21954	3.00 FT X 4.00 FT FOUR COL	SCAAP PROGRAM PAYMENT	001-4310-4145	80.68
FERRIS JOSEPH PRODUCE, IN	111069	AA MED 15 DOZ EGGS	FOOD SUPPLIES	001-4310-3100	291.55

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SYSCO CENTRAL TEXAS, INC	413040813	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,110.15
UNIFIRST CORPORATION	822 2255632	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	70.59
FERRIS JOSEPH PRODUCE, IN	111114	BANANAS 40 LB CASE	FOOD SUPPLIES	001-4310-3100	102.50
FERRIS JOSEPH PRODUCE, IN	111119	25 LBS 6X6 TOMATOES	FOOD SUPPLIES	001-4310-3100	89.00
4 SQUARE COMMUNICATIO	3962	CAMERA NOT WORKING IN	REPAIRS & MAINTENANCE	001-4310-4510	470.00
PFG-TEMPLE	9716880	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	-37.29
PFG-TEMPLE	9716880	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,020.67
FERRIS JOSEPH PRODUCE, IN	111137	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	66.50
FLOWERS BAKING CO. OF SA	TKT # 2038385307	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	267.84
SOUTHERN HEALTH PARTNE	BASE # 36787	CALDWELL CO COUT	PROFESSIONAL SERVICES	001-4310-4110	40,674.02
FERRIS JOSEPH PRODUCE, IN	111150	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	59.00
SYSCO CENTRAL TEXAS, INC	413053327	CHEMICAL & JANITORIAL	OPERATING SUPPLIES	001-4310-3130	286.67
SYSCO CENTRAL TEXAS, INC	413053328	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,398.97
SYSCO CENTRAL TEXAS, INC	413053328	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	36.75
M.B. HAMMO ENTERPRISES,	7646	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	733.37
FERRIS JOSEPH PRODUCE, IN	111170	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	79.80
PFG-TEMPLE	9721307	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	1,258.77
FERRIS JOSEPH PRODUCE, IN	111174	CILANTRO EA	FOOD SUPPLIES	001-4310-3100	369.28
SYSCO CENTRAL TEXAS, INC	413059829	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	-26.85
SYSCO CENTRAL TEXAS, INC	413059829	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,807.82
UNIFIRST CORPORATION	822 2257873	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	70.59
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-4310-4260	864.38
TEXAS STATE NOTARY BURE	ORDER # 130471853	MOLLY COLE (EXP: 12/16/20	OPERATING SUPPLIES	001-4310-3130	46.98
BLUEBONNET TRAILS MHMR	27-10-2019	ANASAZI VENDOR # 5915 M	PROFESSIONAL SERVICES	001-4310-4110	1,000.00
JAN FORD MUSTIN PH.D, P.C	11052019	CLIENT: BURKHOLDER. ADA	EMPLOYEE PHYSICALS	001-4310-4135	295.00
FERRIS JOSEPH PRODUCE, IN	110932	GREEN BELL PEPPERS LB	FOOD SUPPLIES	001-4310-3100	33.95
CARL R. OHLENDORF INSURA	17255	POLICY #72211726 ACCT # C	PROFESSIONAL SERVICES	001-4310-4110	71.00
MARK'S PLUMBING PARTS	INV001839116	CUST # 278898 SLOAN REGA	REPAIRS & MAINTENANCE	001-4310-4510	1,898.30
FLOWERS BAKING CO. OF SA	TICKET # 2038385090	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	412.56
FERRIS JOSEPH PRODUCE, IN	110944	25 LBS 6X6 TOMATOES	FOOD SUPPLIES	001-4310-3100	56.00
SYSCO CENTRAL TEXAS, INC	413015334	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,766.08
SYSCO CENTRAL TEXAS, INC	413015334	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	65.98
M.B. HAMMO ENTERPRISES,	7590	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	773.47
FERRIS JOSEPH PRODUCE, IN	110962	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	59.80
PFG-TEMPLE	9706637	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,133.89
FERRIS JOSEPH PRODUCE, IN	110971	25 LBS 6X6 TOMATOES	FOOD SUPPLIES	001-4310-3100	357.55
SYSCO CENTRAL TEXAS, INC	413021823	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	190.74
SYSCO CENTRAL TEXAS, INC	413021824	CUST # 043430 DAIRY / POU	FOOD SUPPLIES	001-4310-3100	1,503.48
SYSCO CENTRAL TEXAS, INC	413021824	CUST # 043430 DAIRY / POU	OPERATING SUPPLIES	001-4310-3130	139.96
UNIFIRST CORPORATION	822 2253386	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	70.59
ECOLAB	96146985	CUST # 2243692 AFC LE BLE	OPERATING SUPPLIES	001-4310-3130	15.88
FERRIS JOSEPH PRODUCE, IN	111012	CILANTRO EA	FOOD SUPPLIES	001-4310-3100	111.08
L & L SEPTIC AND PORTABLE	663664	TICKET # 32996 SCHEDULED	REPAIRS & MAINTENANCE	001-4310-4510	650.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-4310-4810	7.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-4310-4810	7.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-4310-4810	7.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-4310-4810	7.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-4310-4810	7.00
Department 4310 - COUNTY JAIL Total:					87,479.88
Department : 4321 - CONSTABLES - PCT 1					
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-4321-4260	638.50
Department 4321 - CONSTABLES - PCT 1 Total:					638.50
Department : 4322 - CONSTABLES - PCT 2					
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-4322-4260	331.73
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	OFFICE SUPPLIES	001-4322-3110	271.25
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	MISCELLANEOUS	001-4322-4850	379.92
Department 4322 - CONSTABLES - PCT 2 Total:					982.90

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 4323 - CONSTABLES - PCT 3					
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-4323-4260	272.90
Department 4323 - CONSTABLES - PCT 3 Total:					272.90
Department : 4324 - CONSTABLES - PCT 4					
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-4324-4260	160.67
Department 4324 - CONSTABLES - PCT 4 Total:					160.67
Department : 6510 - NON-DEPARTMENTAL					
TEXAS ASSOCIATION OF COU	26280	COVERAGE # CAS-0280-2019	INSURANCE	001-6510-4845	169,600.00
XEROX CORPORATION	1852223	CONTRACT # 010-0063777-0	RENTALS	001-6510-4610	3,995.00
XEROX CORPORATION	1852223	CONTRACT # 010-0063777-0	RENTALS	001-6510-4610	56.11
XEROX CORPORATION	1853064	CUST # 76391 312 E SAN A	RENTALS	001-6510-4610	171.00
AT & T MOBILITY	875648878X11232019	ACCT # 875648878 10/16 - 1	FAX & INTERNET	001-6510-4425	418.29
CENTRAL TEXAS AUTOPSY, P	12978	CTA 196-19: JEROLD E. GES	AUTOPSY	001-6510-4123	2,100.00
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	MISCELLANEOUS	001-6510-4850	87.55
AT&T	110519	ACCT # 512 A13-0189 725 3	FAX & INTERNET	001-6510-4425	7,792.94
RICOH USA, INC.	102944633	ACCT # 505575-1010175A16	RENTALS	001-6510-4610	853.35
RICOH USA, INC.	102944633	ACCT # 505575-1010175A16	RENTALS	001-6510-4610	36.76
NEOPOST USA INC	N8007704	CUST # 01054254 11/11 -	RENTALS	001-6510-4610	322.30
TEXAS ASSOCIATION OF COU	NRCN-27086-WC1	MEMEBER # 0280 1ST QUAR	WORKERS' COMP.	001-6510-2040	42,524.00
Department 6510 - NON-DEPARTMENTAL Total:					227,957.30
Department : 6520 - BUILDING MAINTENANCE					
LOCKHART HARDWARE	30854 /1	CUST # 11239 DUPLEX RECE	CALDWELL CO. COURTHOUS	001-6520-5120	7.98
LOCKHART HARDWARE	31001 /1	CUST # 11239 RID-X SEPTIC	JP3 SIMON BUILDING-MAXW	001-6520-3500	23.97
LOCKHART HARDWARE	31008 /1	CUST # 11239 BATTERY ALK	REPAIRS & MAINTENANCE	001-6520-4510	25.98
LOCKHART HARDWARE	31029 1	CUST # 11239 GLOVE BLK NI	REPAIRS & MAINTENANCE	001-6520-4510	71.53
LOCKHART HARDWARE	31036 /1	CUST # 11239 DEADLATCH T	MARKET ST. ANNEX-LOCKHA	001-6520-3530	12.99
LOCKHART HARDWARE	31081 /1	CUST # 11239 WELDWD CO	MARKET ST. ANNEX-LOCKHA	001-6520-3530	16.66
CINTAS CORPORATION #86	4035359716	SOLD TO #13228013 PAYER	UNIFORMS	001-6520-3140	97.27
LOCKHART HARDWARE	31094 /1	CUST # 11239 BIT DRILL 3/4	REPAIRS & MAINTENANCE	001-6520-4510	12.99
LOCKHART HARDWARE	31107 /1	CUST # 11239 ALL SEASONS	REPAIRS & MAINTENANCE	001-6520-4510	56.97
SMITH SUPPLY CO.- LOCKHA	830687	ORANGE DRIVEWAY MARK	REPAIRS & MAINTENANCE	001-6520-4510	23.60
DEALERS ELECTRIC	1868323-00	CUST # 134031 PHIL F32T8/	JUDICIAL CENTER-LOCKHART	001-6520-3550	458.16
LOCKHART HARDWARE	31111 /1	CUST # 11239 SOCKET KEYL	MARKET ST. ANNEX-LOCKHA	001-6520-3530	11.98
SMITH SUPPLY CO.- LOCKHA	830760	SCREW DRVR & BIT SET RAT	REPAIRS & MAINTENANCE	001-6520-4510	8.95
LOCKHART HARDWARE	31129 /1	CUST # 11239 KNIFE SHARP	BUILDING MAINTENANCE-LO	001-6520-3600	16.18
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-6520-4260	562.33
ADAN SILVA	152	Sheetrock and Painting	JUDICIAL CENTER-LOCKHART	001-6520-3550	3,950.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	74.91
Department 6520 - BUILDING MAINTENANCE Total:					5,432.45
Department : 6550 - ELECTIONS					
GOVERNMENT FORMS AND	0014507	CUST # 124462	POSTAGE	001-6550-3120	5,585.00
ENVIRONMENTAL SYSTEMS	93731789	CUST # 16356 ARCGIS DESK	REPAIRS & MAINTENANCE	001-6550-4510	302.25
Department 6550 - ELECTIONS Total:					5,887.25
Department : 6560 - COMMISSIONERS COURT					
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-6560-4810	125.00
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-6560-4810	308.20
Department 6560 - COMMISSIONERS COURT Total:					433.20
Department : 6580 - HUMAN RESOURCES					
DEWITT POTH & SON	590443-0	CUST # 12430 BOX, STORAG	OFFICE SUPPLIES	001-6580-3110	77.00
TEXAS DEPT. OF PUBLIC SAFE	CRS-180298	9/10 - 9/18/19 SECURE SITE	OFFICE SUPPLIES	001-6580-3110	2.00
Department 6580 - HUMAN RESOURCES Total:					79.00
Department : 6610 - IT-TECHNOLOGY					
BRYMER COMMUNICATION	7805	JOB # CCO192435 BC MATE	MACHINERY AND EQUIPME	001-6610-5310	6,125.00
Department 6610 - IT-TECHNOLOGY Total:					6,125.00
Department : 6630 - GRANT WRITING/ADMIN					
DENNIS ENGELKE	112019	TRAVEL FOR NOVEMBER 201	TRANSPORTATION	001-6630-4260	98.02
Department 6630 - GRANT WRITING/ADMIN Total:					98.02

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 6640 - CODE INVESTIGATOR					
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-6640-4260	148.47
Department 6640 - CODE INVESTIGATOR Total:					148.47
Department : 6650 - EMERG MGNT / HOMELAND SEC					
DELL INC.	2006838540735 - 2	Optiplex 3070 SFF MLK	OFFICE SUPPLIES	001-6650-3110	1,441.12
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-6650-4260	577.33
CARINE CHALFOUN	612838	FUEL 11/09/19	TRANSPORTATION	001-6650-4260	20.01
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-6650-4810	136.07
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	TRAINING	001-6650-4810	300.00
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					2,474.53
Department : 7610 - SANITATION DEPARTMENT					
DEWITT POTH & SON	590448-0	CUST # 12430 SPOTPAPER - L	OFFICE SUPPLIES	001-7610-3110	72.00
DEWITT POTH & SON	590449-0	CUST # 12430 FRAME, FOLD	OFFICE SUPPLIES	001-7610-3110	56.46
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-7610-4260	37.60
Department 7610 - SANITATION DEPARTMENT Total:					166.06
Department : 7620 - COUNTY WELFARE					
LEGENDS TRI-COUNTY FUNE	2019/142	BILLIE JEAN MEREDITH / DO	INDIGENT FUNERAL	001-7620-4320	395.00
PENNINGTON FUNERAL HO	DOD: 11/02/19	NANCY M. GIBBS	INDIGENT FUNERAL	001-7620-4320	650.00
O'BANNON FUNERAL HOME	110619	RICKY FLORES - DOD: 11/01/	INDIGENT FUNERAL	001-7620-4320	900.00
Department 7620 - COUNTY WELFARE Total:					1,945.00
Department : 8700 - COUNTY AGENT					
RONDA LEHMAN	112019	MAJOR SHOW ENTRIES	POSTAGE	001-8700-3120	72.80
DEWITT POTH & SON	590647-0	ACCT # 12430 BATTERY, AA	OFFICE SUPPLIES	001-8700-3110	52.56
FLEETCOR TECHNOLOGIES, I	NP57295991	ACCT # BG114286 10/28 - 1	TRANSPORTATION	001-8700-4260	69.32
Department 8700 - COUNTY AGENT Total:					194.68
Fund 001 - GENERAL FUND Total:					401,071.62
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
HANSON EQUIPMENT	275614	# CAL001 BINDER CHAIN 3/8	OPERATING SUPPLIES	002-1101-3130	596.92
BRAUNTEX MATERIALS, INC.	105467	Level Up - CORD 112 Callihan	Designated for Road Const.	002-1101-3135	36,956.96
LOCKHART HARDWARE	30993 /1	CUST # 11239 SCREWS, NUT	OPERATING SUPPLIES	002-1101-3130	6.99
SMITH SUPPLY CO.- LOCKHA	829901	SWING CHECK VALVE 2 B & K	OPERATING SUPPLIES	002-1101-3130	73.30
CINTAS CORPORATION #86	4034920690	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	248.65
CINTAS CORPORATION #86	4034920766	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	369.99
CINTAS CORPORATION #86	4034920775	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	164.22
PETROLEUM TRADERS CORP	1478721	ACCT # 990644/1 ULTRA LO	FUEL	002-1101-3163	6,468.55
HANSON EQUIPMENT	275824	# CAL001 HAIRPIN CLIP .243	OPERATING SUPPLIES	002-1101-3130	26.75
SMITH SUPPLY CO.-LULING	74624	WATER METER KEY 5/8 REBA	OPERATING SUPPLIES	002-1101-3130	15.95
SMITH SUPPLY CO.- LOCKHA	830109	ARCH 15" X 30' MTL CLVRT D	CULVERT PIPE	002-1101-3116	1,579.95
4 SQUARE COMMUNICATIO	3965	LABOR / MATERIAL / MILEA	OPERATING SUPPLIES	002-1101-3130	475.00
PATHMARK TRAFFIC PROD.	4443	18 X 6" .080 HI GREEN NO C	SIGNS	002-1101-3181	362.50
ANDERSON MACHINERY CO	V18981	CUST # 473130 RENTAL CON	RENTALS	002-1101-4610	1,804.40
HANSON EQUIPMENT	275893	Pallet Forks	OPERATING SUPPLIES	002-1101-3130	985.00
LOCKHART HARDWARE	31072 /1	CUST # 11239 TUBE VINYL 5	OPERATING SUPPLIES	002-1101-3130	7.74
CINTAS CORPORATION #86	4035359510	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	164.22
CINTAS CORPORATION #86	4035359627	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	398.59
CINTAS CORPORATION #86	4035359692	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	248.65
SMITH SUPPLY CO.-LULING	74760	WHISK BROOM - CORN	OPERATING SUPPLIES	002-1101-3130	19.80
ERGON ASPHALT AND EMUL	9402166193	PROJECT DESCRIPTION: BID#	SEAL COATING	002-1101-4630	513.86
CALDWELL COUNTY TAX ASS	VIN # 0068	VIN # 5VNBU2222LT210068	OPERATING SUPPLIES	002-1101-3130	22.00
CALDWELL COUNTY TAX ASS	VIN # 0315	VIN # 5VNBU2224LT210315	OPERATING SUPPLIES	002-1101-3130	22.00
CALDWELL COUNTY TAX ASS	VIN # 0431	VIN # 5TU11322XL5000431 (	OPERATING SUPPLIES	002-1101-3130	22.00
CALDWELL COUNTY TAX ASS	VIN # 5980	VIN # 3ALACXFE5LDLZ5980 T	OPERATING SUPPLIES	002-1101-3130	22.00
CALDWELL COUNTY TAX ASS	VIN # 7603	VIN # 1FVHCYFE3LHLY7603 (	OPERATING SUPPLIES	002-1101-3130	22.00
CALDWELL COUNTY TAX ASS	VIN # 7604	VIN # 1FVHCYFE5LHLY7604 (	OPERATING SUPPLIES	002-1101-3130	22.00
CALDWELL COUNTY TAX ASS	VIN # 7605	VIN # 1FVHCYFE7LHLY7605 (	OPERATING SUPPLIES	002-1101-3130	22.00
CALDWELL COUNTY TAX ASS	VIN # 7606	VIN # 1FVHCYFE9LHLY7606 (	OPERATING SUPPLIES	002-1101-3130	22.00
HANSON EQUIPMENT	275913	# CAL001 FLAT TIRE REPAIR	TIRES	002-1101-3190	252.24

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
LOCKHART HARDWARE	31095 /1	CUST # 11239 CYLINDER PR	OPERATING SUPPLIES	002-1101-3130	27.97
SCHMIDT & SONS, INC	0455109-IN	CUST # 05-CALDCO FS SYN B	LUBRICANTS	002-1101-3170	2,275.51
CINTAS FAS LOCKBOX 63652	5015334109	CUST # 0010344330 PAYER #	RENTALS	002-1101-4610	162.31
SMITH SUPPLY CO.-LULING	74853	WHISK BROOM - CORN	OPERATING SUPPLIES	002-1101-3130	24.75
COLORADO MATERIALS, LTD.	280151	CUST # 1405 DICKERSON RD	AGGREGATE / GRAVEL	002-1101-3153	23,243.66
JOHN DEERE FINANCIAL	1911-175430	ACCT # 1-99 DAWN ULTRA	OPERATING SUPPLIES	002-1101-3130	42.07
SMITH SUPPLY CO.-LULING	74904	GALV ROUND WASH TUB 8 G	OPERATING SUPPLIES	002-1101-3130	14.95
CINTAS CORPORATION #86	4036020148	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	259.70
CINTAS CORPORATION #86	4036020214	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	164.22
CINTAS CORPORATION #86	4036020226	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	513.83
CINTAS CORPORATION #86	4034343851	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-2140	248.65
CINTAS CORPORATION #86	4034343927	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-2140	164.22
CINTAS CORPORATION #86	4034344002	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-2140	369.99
O'REILLY AUTOMOTIVE, INC.	0642-301482	CUST # 188092 1 GAL ANTIF	LUBRICANTS	002-1101-3170	28.98
CARD SERVICE CENTER	122019	ENDS W/ 1237 NOVEMBER	OPERATING SUPPLIES	002-1101-3130	51.77

Department 1101 - ADMINISTRATION Total: **79,508.81**

Department : 1102 - VEHICLE MAINTENANCE

HOLT TEXAS, LTD., A DIVISIO	PIMA0320112	CUST # 020390 HOSE AS	SUPPLIES & SMALL TOOLS	002-1102-3136	70.04
O'REILLY AUTOMOTIVE, INC.	0642-302203	CUST # 188092 MUD FLAP	SUPPLIES & SMALL TOOLS	002-1102-3136	18.88
E & R SUPPLY CO., INC	217538	ACCT # 0023750 CLYINDER	REPAIRS & MAINTENANCE	002-1102-4510	386.65
O'REILLY AUTOMOTIVE, INC.	0642-302372	CUST # 188092 LIGHT	SUPPLIES & SMALL TOOLS	002-1102-3136	14.36
O'REILLY AUTOMOTIVE, INC.	0642-302529	CUST # 188092 CAPSULE	SUPPLIES & SMALL TOOLS	002-1102-3136	52.12
O'REILLY AUTOMOTIVE, INC.	0642-302564	CUST # 188092 FLT WASH	SUPPLIES & SMALL TOOLS	002-1102-3136	87.80
HOLT TEXAS, LTD., A DIVISIO	PIMA0320444	CUST # 0203920 MIRROR C	SUPPLIES & SMALL TOOLS	002-1102-3136	71.63
O'REILLY AUTOMOTIVE, INC.	0642-303215	CUST # 188092 CORE RETUR	SUPPLIES & SMALL TOOLS	002-1102-3136	-36.00
O'REILLY AUTOMOTIVE, INC.	0642-303216	CUST # 188092 FUNNEL	SUPPLIES & SMALL TOOLS	002-1102-3136	126.83
O'REILLY AUTOMOTIVE, INC.	0642-303230	CUST # 188092 ADAPTOR	SUPPLIES & SMALL TOOLS	002-1102-3136	119.16
O'REILLY AUTOMOTIVE, INC.	0642-303276	CUST # 188092 8 OZ PAG OI	SUPPLIES & SMALL TOOLS	002-1102-3136	18.88
O'REILLY AUTOMOTIVE, INC.	0642-303477	CUST # 188092 ABSORBENT	SUPPLIES & SMALL TOOLS	002-1102-3136	28.47
O'REILLY AUTOMOTIVE, INC.	0642-303486	CUST # 188092 ADAPTOR	SUPPLIES & SMALL TOOLS	002-1102-3136	187.75
HOLT TEXAS, LTD., A DIVISIO	PIMA0320738	CUST # 0203700 DRYER	SUPPLIES & SMALL TOOLS	002-1102-3136	117.76
SEAN MATTHEW MANN	106474	ACCT # 2010 GLASS CLEANER	SUPPLIES & SMALL TOOLS	002-1102-3136	15.92
ANDERSON MACHINERY CO	A47927	CUST # 473130 SOLENOID	SUPPLIES & SMALL TOOLS	002-1102-3136	1,004.22
O'REILLY AUTOMOTIVE, INC.	0642-300852	ACCT # 188092 RIVETER SET	SUPPLIES & SMALL TOOLS	002-1102-3136	14.99
O'REILLY AUTOMOTIVE, INC.	0642-301368	CUST # 188092 TOOL	SUPPLIES & SMALL TOOLS	002-1102-3136	13.28
O'REILLY AUTOMOTIVE, INC.	0642-301471	CUST # 188092 GLASS CLNR	SUPPLIES & SMALL TOOLS	002-1102-3136	14.97

Department 1102 - VEHICLE MAINTENANCE Total: **2,327.71**

Department : 1103 - FLEET MAINTENANCE

XL PARTS, LLC	0416KX6344	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	125.18
XL PARTS, LLC	0416KX6404	CUST # 490093 S/M PAD ST	OPERATING SUPPLIES	002-1103-3135	-122.82
SEAN MATTHEW MANN	106205	ACCT # 6000 ENGINE COOLI	OPERATING SUPPLIES	002-1103-3135	259.51
CINTAS CORPORATION #86	4034920756	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
LULING CHEVROLET	102626	CUST # 1507 SENSOR	OPERATING SUPPLIES	002-1103-3135	80.15
XL PARTS, LLC	0416LJ9053	CUST # 490093 STANDARD	OPERATING SUPPLIES	002-1103-3135	9.98
XL PARTS, LLC	0416LK0183	CUST # 490093 SPARK PLUG	OPERATING SUPPLIES	002-1103-3135	14.32
XL PARTS, LLC	0416LL7964	CUST # 490093 SHOCK-FRO	OPERATING SUPPLIES	002-1103-3135	126.32
XL PARTS, LLC	0416LN1067	CUST # 490093 BATTERY	OPERATING SUPPLIES	002-1103-3135	104.95
SEAN MATTHEW MANN	106406	CUST # 6000 NAPAGOLD AIR	OPERATING SUPPLIES	002-1103-3135	158.29
SEAN MATTHEW MANN	106418	CUST #6000 NAPA FRONT B	OPERATING SUPPLIES	002-1103-3135	299.99
CINTAS CORPORATION #86	4035359693	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
SOUTHERN TIRE MART, LLC	4650030220	CUST # 280894 LT235/85R1	TIRES	002-1103-3190	476.00
SCHMIDT & SONS, INC	0455111-IN	CUST # 05-CALDCO FS SYN B	OIL & LUBRICANTS	002-1103-3165	645.88
LOCKHART MOTOR CO.,INC.	T46311	CUST # 3810 WHEEL ASSY	OPERATING SUPPLIES	002-1103-3135	206.51
SEAN MATTHEW MANN	105412	CUST # 2010 HEADLIGHT B	OPERATING SUPPLIES	002-1103-3135	13.49
CINTAS CORPORATION #86	4034343997	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-2140	88.43
XL PARTS, LLC	0416LD8701	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	28.92
SEAN MATTHEW MANN	106111	ACCT # 6000 BOXED CAPSUL	OPERATING SUPPLIES	002-1103-3135	13.49

Expense Approval Register

Packet: APPKT03534 - 12/10/19 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
INTERSTATE BATTERIES-MET	320037515	ACCT # 3810 MTP - 65	OPERATING SUPPLIES	002-1103-3135	295.91
				Department 1103 - FLEET MAINTENANCE Total:	3,001.36
				Fund 002 - UNIT ROAD FUND Total:	84,837.88

Fund: 013 - CAPITAL PROJECTS FUND

Department : 1101 - ADMINISTRATION

FREIGHTLINER OF AUSTIN	LY7603	M2-106 Dump Truck	MACHINERY AND EQUIPME	013-1101-5310	105,539.00
FREIGHTLINER OF AUSTIN	LY7604	M2-106 Dump Truck	MACHINERY AND EQUIPME	013-1101-5310	105,539.00
FREIGHTLINER OF AUSTIN	LY7605	M2-106 Dump Truck	MACHINERY AND EQUIPME	013-1101-5310	105,539.00
FREIGHTLINER OF AUSTIN	LY7606	M2-106 Dump Truck	MACHINERY AND EQUIPME	013-1101-5310	105,539.00
FREIGHTLINER OF AUSTIN	000431	2019 32FT Pack Mule Trailer	MACHINERY AND EQUIPME	013-1101-5310	33,821.16
FREIGHTLINER OF AUSTIN	LZ5980	M2-106 Water Truck	MACHINERY AND EQUIPME	013-1101-5310	93,500.00
				Department 1101 - ADMINISTRATION Total:	549,477.16
				Fund 013 - CAPITAL PROJECTS FUND Total:	549,477.16

Grand Total: 1,035,386.66

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	401,071.62
002 - UNIT ROAD FUND	84,837.88
013 - CAPITAL PROJECTS FUND	549,477.16
Grand Total:	1,035,386.66

Account Summary

Account Number	Account Name	Expense Amount
001-1260	DUE FROM C C A D	365.26
001-1370	POSTAGE INVENTORY	4,608.98
001-2120-4810	TRAINING	294.56
001-2140-4260	TRANSPORTATION	207.64
001-2150-3110	OFFICE SUPPLIES	414.90
001-3200-3110	OFFICE SUPPLIES	266.26
001-3200-4130	TRIAL EXPENSE	1,075.00
001-3200-4260	TRANSPORTATION	158.34
001-3220-3110	OFFICE SUPPLIES	32.80
001-3230-3110	OFFICE SUPPLIES	36.00
001-3230-4011	ADMINISTRATIVE EXPEN	2,234.74
001-3230-4080	ADULT - ATTY LITIGATIO	30.00
001-3230-4160	ADULT - INDIGENT ATTO	23,570.10
001-3240-2090	OTHER INSURANCE	2,012.85
001-3240-4080	ADULT - ATTY LITIGATIO	60.00
001-3240-4160	ADULT - INDIGENT ATTO	8,540.00
001-3240-4180	JUVENILE - INDIGENT AT	400.00
001-3240-4189	JUVENILE - ATTY LITIGAT	300.00
001-3240-4850	MISCELLANEOUS	224.00
001-3252-2070	EMPLOYEE BONDING	71.00
001-3252-3110	OFFICE SUPPLIES	33.11
001-3253-3110	OFFICE SUPPLIES	1,906.98
001-3253-4260	TRANSPORTATION	20.88
001-4300-3120	POSTAGE	148.03
001-4300-3130	OPERATING SUPPLIES	597.50
001-4300-4110	PROFESSIONAL SERVICE	697.74
001-4300-4260	TRANSPORTATION	8,028.90
001-4300-4510	REPAIRS & MAINTENAN	640.58
001-4300-4810	TRAINING	3,426.17
001-4300-5310	MACHINERY AND EQUIP	193.49
001-4310-3100	FOOD SUPPLIES	17,618.69
001-4310-3130	OPERATING SUPPLIES	4,027.61
001-4310-4110	PROFESSIONAL SERVICE	60,355.00
001-4310-4135	EMPLOYEE PHYSICALS	360.00
001-4310-4145	SCAAP PROGRAM PAYM	80.68
001-4310-4260	TRANSPORTATION	864.38
001-4310-4510	REPAIRS & MAINTENAN	4,138.52
001-4310-4810	TRAINING	35.00
001-4321-4260	TRANSPORTATION	638.50
001-4322-3110	OFFICE SUPPLIES	271.25
001-4322-4260	TRANSPORTATION	331.73
001-4322-4850	MISCELLANEOUS	379.92
001-4323-4260	TRANSPORTATION	272.90
001-4324-4260	TRANSPORTATION	160.67
001-6510-2040	WORKERS' COMP.	42,524.00
001-6510-4123	AUTOPSY	2,100.00
001-6510-4425	FAX & INTERNET	8,211.23
001-6510-4610	RENTALS	5,434.52
001-6510-4845	INSURANCE	169,600.00
001-6510-4850	MISCELLANEOUS	87.55
001-6520-3140	UNIFORMS	97.27
001-6520-3500	JP3 SIMON BUILDING-M	23.97

Account Summary

Account Number	Account Name	Expense Amount
001-6520-3530	MARKET ST. ANNEX-LOC	41.63
001-6520-3540	L.W.SCOTT ANNEX-LOCK	74.91
001-6520-3550	JUDICIAL CENTER-LOCK	4,408.16
001-6520-3600	BUILDING MAINTENANC	16.18
001-6520-4260	TRANSPORTATION	562.33
001-6520-4510	REPAIRS & MAINTENAN	200.02
001-6520-5120	CALDWELL CO. COURTH	7.98
001-6550-3120	POSTAGE	5,585.00
001-6550-4510	REPAIRS & MAINTENAN	302.25
001-6560-4810	TRAINING	433.20
001-6580-3110	OFFICE SUPPLIES	79.00
001-6610-5310	MACHINERY AND EQUIP	6,125.00
001-6630-4260	TRANSPORTATION	98.02
001-6640-4260	TRANSPORTATION	148.47
001-6650-3110	OFFICE SUPPLIES	1,441.12
001-6650-4260	TRANSPORTATION	597.34
001-6650-4810	TRAINING	436.07
001-7610-3110	OFFICE SUPPLIES	128.46
001-7610-4260	TRANSPORTATION	37.60
001-7620-4320	INDIGENT FUNERAL	1,945.00
001-8700-3110	OFFICE SUPPLIES	52.56
001-8700-3120	POSTAGE	72.80
001-8700-4260	TRANSPORTATION	69.32
002-1101-2140	UNIFORMS	3,314.93
002-1101-3116	CULVERT PIPE	1,579.95
002-1101-3130	OPERATING SUPPLIES	2,544.96
002-1101-3135	Designated for Road Co	36,956.96
002-1101-3153	AGGREGATE / GRAVEL	23,243.66
002-1101-3163	FUEL	6,468.55
002-1101-3170	LUBRICANTS	2,304.49
002-1101-3181	SIGNS	362.50
002-1101-3190	TIRES	252.24
002-1101-4610	RENTALS	1,966.71
002-1101-4630	SEAL COATING	513.86
002-1102-3136	SUPPLIES & SMALL TOO	1,941.06
002-1102-4510	REPAIRS & MAINTENAN	386.65
002-1103-2140	UNIFORMS	265.29
002-1103-3135	OPERATING SUPPLIES	1,614.19
002-1103-3165	OIL & LUBRICANTS	645.88
002-1103-3190	TIRES	476.00
013-1101-5310	MACHINERY AND EQUIP	549,477.16
	Grand Total:	1,035,386.66

Project Account Summary

Project Account Key	Expense Amount
None	1,035,386.66
Grand Total:	1,035,386.66

- 2. Ratify re-occurring County Payments:**
 - A. \$316,899.73 (Payroll 11/10/2019-11/23/2019); Backup: 22**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us. Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve 11/10/2019 - 11/23/2019 payroll in the amount of \$316,899.73

1. **Costs:**

Actual Cost or Estimated Cost \$ 316,899.73

Is this cost included in the County Budget? yes

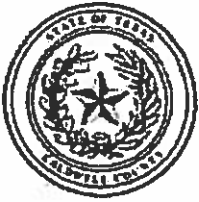
Is a Budget Amendment being proposed? no

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	Judge Haden		County Judge
(2)	Angela Rawlinson		County Treasurer
(3)			

3. **Backup Materials:** None To Be Distributed 21 total # of backup pages
(including this page)

4.  Date 12/31
Signature of Court Member Date



Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT01597 - PAYROLL 11102019 THRU 11232019
Payroll Set: 01 - Payroll Set 01

Pay Period: 11/10/2019 - 11/23/2019

Department: 1000 - Courthouse Security

Total Direct Deposits: 10,521.92
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	16.00	320.78
112.5	48.00	991.99
165 Stipend w/RET	0.00	16.15
Hourly	421.00	8,440.64
OT	3.00	90.22
S	15.00	300.73
SAL	72.00	1,603.92
Uniform	0.00	200.00
Vacation	72.00	1,710.36
Total:	647.00	13,674.79

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,573.16	1,029.46	0.00
MC	13,256.91	192.21	192.21
SS	13,256.91	821.92	821.92
Unemployment	13,538.63	0.00	0.00
Total:		2,043.59	1,014.13

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,674.79	683.75	592.12
550	0.00	136.16	0.00
551	0.00	20.00	0.00
580	0.00	7.65	0.00
590	0.00	161.13	1,948.55
595	0.00	8.58	0.00
615	0.00	92.01	0.00
Total:		1,109.28	2,540.67

RECAP 1000 - Courthouse Security

Earnings:	13,674.79	Benefits:	0.00	Deductions:	1,109.28	Taxes:	2,043.59	Net Pay:	10,521.92
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Department: 1101 - Unit Road

Total Direct Deposits: 25,445.95
 Total Check Amounts: 1,102.19

EARNINGS

Pay Code	Units	Pay Amount
112.5	184.00	3,309.90
165 Stipend w/RET	0.00	66.92
Hourly	1,569.00	28,249.16
OT	2.00	53.92
S	39.40	704.69
SAL	1.00	2,101.04
Vacation	47.60	835.68
Total:	1,843.00	35,321.31

TAXES

Code	Subject To	Employee	Employer
Federal W/H	31,964.25	2,611.78	0.00
MC	33,730.29	489.09	489.09
SS	33,730.29	2,091.28	2,091.28
Unemployment	35,175.40	0.00	0.00
Total:		5,192.15	2,580.37

DEDUCTIONS

Code	Subject To	Employee	Employer
400	35,321.31	1,766.04	1,529.43
530	0.00	0.00	0.00
550	0.00	145.91	0.00
551	0.00	57.69	0.00
563	0.00	210.19	0.00
580	0.00	13.77	0.00
590	0.00	1,158.89	7,164.99
595	0.00	19.50	0.00
615	0.00	209.03	0.00
Total:		3,581.02	8,694.42

RECAP 1101 - Unit Road

Earnings:	35,321.31	Benefits:	0.00	Deductions:	3,581.02	Taxes:	5,192.15	Net Pay:	26,548.14
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Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,026.70
 Total Check Amounts: 2,459.87

EARNINGS

Pay Code	Units	Pay Amount
112.5	24.00	442.38
FLOAT	1.00	18.25
Hourly	191.00	3,548.23
S	24.00	414.99
Total:	240.00	4,423.85

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,172.88	348.64	0.00
MC	4,394.08	63.71	63.71
SS	4,394.08	272.43	272.43
Unemployment	4,410.88	0.00	0.00
Total:		684.78	336.14

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,423.85	221.20	191.55
550	0.00	12.97	0.00
580	0.00	1.53	0.00
590	0.00	0.00	966.66
615	0.00	15.80	0.00
Total:		252.50	1,158.21

RECAP 1102 - Vehicle Maintenance

Earnings:	4,423.85	Benefits:	0.00	Deductions:	252.50	Taxes:	684.78	Net Pay:	3,486.57
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Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,285.98
 Total Check Amounts: 1,189.03

EARNINGS

Pay Code	Units	Pay Amount
112.5	16.00	307.24
Hourly	144.00	2,765.11
Total:	160.00	3,072.35

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,901.88	190.07	0.00
MC	3,055.50	44.30	44.30
SS	3,055.50	189.44	189.44
Unemployment	3,072.35	0.00	0.00
Total:	423.81	233.74	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,072.35	153.62	133.03
580	0.00	3.06	0.00
590	0.00	0.00	322.22
615	0.00	16.85	0.00
Total:	173.53	455.25	

RECAP 1103 - Fleet Maintenance

Earnings: 3,072.35 Benefits: 0.00 Deductions: 173.53 Taxes: 423.81 Net Pay: 2,475.01

Department: 2120 - County Treasurer

Total Direct Deposits: 2,764.14
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	158.97
Hourly	62.75	1,246.94
INC WEATHER	2.00	39.74
S	6.25	124.20
SAL	1.00	1,967.38
Vacation	1.00	19.87
Total:	81.00	3,557.10

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,260.48	228.72	0.00
MC	3,478.34	50.43	50.43
SS	3,478.34	215.66	215.66
Unemployment	3,557.10	0.00	0.00
Total:	494.81	266.09	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,557.10	177.86	154.02
520	0.00	40.00	0.00
551	0.00	42.30	0.00
580	0.00	1.53	0.00
590	0.00	0.00	644.44
595	0.00	2.86	0.00
615	0.00	33.60	0.00
Total:	298.15	798.46	

RECAP 2120 - County Treasurer

Earnings: 3,557.10 Benefits: 0.00 Deductions: 298.15 Taxes: 494.81 Net Pay: 2,764.14

Department: 2130 - County Auditor

Total Direct Deposits: 7,272.29
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	24.00	508.46
165 Stipend w/RET	0.00	34.62
Hourly	202.00	4,279.60
S	11.00	235.86
SAL	-7.00	4,719.04
Vacation	12.00	406.84
Total:	242.00	10,184.42

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,014.36	976.27	0.00
MC	9,748.59	141.36	141.36
SS	9,748.59	604.42	604.42
Unemployment	10,154.65	0.00	0.00
Total:	1,722.05	745.73	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,184.42	509.23	440.98
520	0.00	225.00	0.00
550	0.00	29.77	0.00
551	0.00	157.68	0.00
580	0.00	3.06	0.00
590	0.00	161.13	981.89
595	0.00	2.86	0.00
610	0.00	16.96	0.00
615	0.00	84.39	0.00
Total:	1,190.08	1,422.87	

RECAP 2130 - County Auditor

Earnings: 10,184.42 Benefits: 0.00 Deductions: 1,190.08 Taxes: 1,722.05 Net Pay: 7,272.29

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 6,856.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	40.00	674.80
Hourly	376.75	6,217.94
INC WEATHER	6.00	98.09
S	3.25	53.59
SAL	1.00	1,952.50
Vacation	8.00	128.53
Total:	435.00	9,125.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,277.51	738.70	0.00
MC	8,863.78	128.53	128.53
SS	8,863.78	549.56	549.56
Unemployment	7,145.71	0.00	0.00
Total:	1,416.79	678.09	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,125.45	456.27	395.13
520	0.00	130.00	0.00
550	0.00	27.24	0.00
551	0.00	40.00	0.00
580	0.00	4.59	0.00
590	0.00	161.13	1,948.55
595	0.00	17.18	0.00
615	0.00	16.12	0.00
Total:	852.53	2,343.68	

RECAP 2140 - Tax Assessor-Collector

Earnings: 9,125.45 Benefits: 0.00 Deductions: 852.53 Taxes: 1,416.79 Net Pay: 6,856.13

Department: 2150 - County Clerk

Total Direct Deposits: 9,754.48
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	64.00	1,050.40
Hourly	536.00	8,798.35
INC WEATHER	14.00	230.57
S	4.00	65.02
SAL	1.00	1,983.69
Vacation	22.00	358.57
Total:	641.00	12,487.60

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,462.40	739.45	0.00
MC	12,146.78	176.13	176.13
SS	12,146.78	753.10	753.10
Unemployment	12,395.54	0.00	0.00
Total:		1,668.68	929.23

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,487.60	624.38	540.68
520	0.00	60.00	0.00
550	0.00	92.06	0.00
551	0.00	170.75	0.00
580	0.00	12.24	0.00
590	0.00	0.00	2,577.76
595	0.00	11.44	0.00
610	0.00	27.00	0.00
615	0.00	66.57	0.00
Total:		1,064.44	3,118.44

RECAP 2150 - County Clerk

Earnings: 12,487.60 Benefits: 0.00 Deductions: 1,064.44 Taxes: 1,668.68 Net Pay: 9,754.48

Department: 3000 - County Clerk

Total Direct Deposits: 979.77
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	133.83
Hourly	68.00	1,137.56
INC WEATHER	2.00	33.46
S	2.00	33.46
Total:	80.00	1,338.31

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,068.13	0.00	0.00
MC	1,135.05	16.46	16.46
SS	1,135.05	70.37	70.37
Unemployment	1,338.31	0.00	0.00
Total:		86.83	86.83

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,338.31	66.92	57.95
551	0.00	19.23	0.00
580	0.00	1.53	0.00
590	0.00	161.13	337.45
615	0.00	22.90	0.00
Total:		271.71	395.40

RECAP 3000 - County Clerk

Earnings: 1,338.31 Benefits: 0.00 Deductions: 271.71 Taxes: 86.83 Net Pay: 979.77

Department: 3200 - District Attorney

Total Direct Deposits: 20,901.87
 Total Check Amounts: 1,961.34

EARNINGS

Pay Code	Units	Pay Amount
112.5	56.00	1,111.69
165 Stipend w/RET	0.00	16.15
BEREAVEMENT	8.00	138.65
Hourly	472.00	9,428.58
L-26 Longevity	0.00	139.23
Longevity w/RET	0.00	232.31
S	20.00	441.75
SAL	-26.00	14,943.41
Vacation	36.00	1,119.09
VAC-PAYOUT	130.22	4,010.21
Total:	696.22	31,581.07

TAXES

Code	Subject To	Employee	Employer
Federal W/H	28,789.88	3,589.75	0.00
MC	30,428.13	441.21	441.21
SS	30,428.13	1,886.53	1,886.53
Unemployment	31,493.59	0.00	0.00
Total:		5,917.49	2,327.74

DEDUCTIONS

Code	Subject To	Employee	Employer
400	31,564.92	1,578.25	1,366.77
520	0.00	60.00	0.00
550	0.00	71.33	0.00
551	0.00	401.89	0.00
552	0.00	96.15	0.00
580	0.00	9.18	0.00
590	0.00	483.39	3,590.11
595	0.00	11.44	0.00
615	0.00	88.74	0.00
Total:		2,800.37	4,956.88

RECAP 3200 - District Attorney

Earnings: 31,581.07 Benefits: 0.00 Deductions: 2,800.37 Taxes: 5,917.49 Net Pay: 22,863.21

Department: 3220 - District Clerk

Total Direct Deposits: 8,633.03
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	56.00	937.38
Hourly	467.00	7,790.78
INC WEATHER	1.00	15.49
S	18.00	339.34
SAL	1.00	1,988.27
Vacation	18.00	290.65
Total:	561.00	11,361.91

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,205.92	736.43	0.00
MC	10,874.02	157.67	157.67
SS	10,874.02	674.20	674.20
Unemployment	9,332.79	0.00	0.00
Total:		1,568.30	831.87

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,361.91	568.10	491.97
520	0.00	100.00	0.00
550	0.00	40.85	0.00
551	0.00	38.45	0.00
580	0.00	4.59	0.00
590	0.00	322.26	2,608.22
595	0.00	14.34	0.00
615	0.00	71.99	0.00
Total:		1,160.58	3,100.19

RECAP 3220 - District Clerk

Earnings: 11,361.91 Benefits: 0.00 Deductions: 1,160.58 Taxes: 1,568.30 Net Pay: 8,633.03

Department: 3230 - District Judge

Total Direct Deposits: 4,583.67
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	143.01
Hourly	64.00	1,144.06
S	4.00	71.50
SAL	6.00	4,877.50
Vacation	4.00	71.50
Total:	86.00	6,307.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,375.14	346.99	0.00
MC	5,790.50	83.95	83.95
SS	5,790.50	359.00	359.00
Unemployment	6,234.18	0.00	0.00
Total:	789.94	442.95	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,307.57	315.36	273.13
520	0.00	100.00	0.00
550	0.00	27.23	0.00
551	0.00	76.92	0.00
580	0.00	1.53	0.00
590	0.00	322.26	674.90
595	0.00	5.74	0.00
615	0.00	84.92	0.00
Total:	933.96	948.03	

RECAP 3230 - District Judge

Earnings: 6,307.57 Benefits: 0.00 Deductions: 933.96 Taxes: 789.94 Net Pay: 4,583.67

Department: 3240 - County Court Law

Total Direct Deposits: 7,795.63
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	0.00	3,230.77
SAL	3.00	7,159.23
Total:	3.00	10,390.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,543.52	1,285.65	0.00
MC	10,313.02	149.54	149.54
SS	10,313.02	311.17	311.17
Unemployment	10,335.54	0.00	0.00
Total:	1,746.36	460.71	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,390.00	519.50	449.88
520	0.00	250.00	0.00
550	0.00	54.46	0.00
580	0.00	1.53	0.00
590	0.00	0.00	644.44
595	0.00	5.72	0.00
615	0.00	16.80	0.00
Total:	848.01	1,094.32	

RECAP 3240 - County Court Law

Earnings: 10,390.00 Benefits: 0.00 Deductions: 848.01 Taxes: 1,746.36 Net Pay: 7,795.63

Department: 3251 - JP Prect. 1

Total Direct Deposits: 2,659.01
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	16.00	259.33
Hourly	144.00	2,333.94
SAL	1.00	1,670.85
Total:	161.00	4,264.12

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,229.61	230.70	0.00
MC	3,442.81	49.92	49.92
SS	3,442.81	213.45	213.45
Unemployment	2,582.89	0.00	0.00
Total:	494.07	263.37	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,264.12	213.20	184.64
550	0.00	38.19	0.00
551	0.00	193.06	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	514.17	981.89
615	0.00	75.89	0.00
Total:	1,111.04	1,166.53	

RECAP 3251 - JP Prect. 1

Earnings: 4,264.12 Benefits: 0.00 Deductions: 1,111.04 Taxes: 494.07 Net Pay: 2,659.01

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,310.97
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	16.00	260.47
Hourly	144.00	2,344.26
SAL	1.00	1,670.85
Total:	161.00	4,275.58

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,952.50	304.73	0.00
MC	4,166.27	60.41	60.41
SS	4,166.27	258.30	258.30
Unemployment	4,248.35	0.00	0.00
Total:	623.44	318.71	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,275.58	213.77	185.14
550	0.00	27.23	0.00
580	0.00	4.59	0.00
590	0.00	0.00	966.66
595	0.00	8.44	0.00
610	0.00	13.50	0.00
615	0.00	73.64	0.00
Total:	341.17	1,151.80	

RECAP 3252 - JP Prect. 2

Earnings: 4,275.58 Benefits: 0.00 Deductions: 341.17 Taxes: 623.44 Net Pay: 3,310.97

Department: 3253 - JP Prect. 3

Total Direct Deposits: 2,736.68
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	131.57
165 Stipend w/RET	0.00	16.15
Hourly	130.00	1,841.26
SAL	1.00	1,670.85
Total:	139.00	3,659.83

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,254.66	255.01	0.00
MC	3,437.65	49.84	49.84
SS	3,437.65	213.13	213.13
Unemployment	3,632.60	0.00	0.00
Total:	517.98	262.97	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,659.83	182.99	158.47
550	0.00	27.23	0.00
590	0.00	161.13	659.67
595	0.00	2.86	0.00
615	0.00	30.96	0.00
Total:	405.17	818.14	

RECAP 3253 - JP Prect. 3

Earnings: 3,659.83 Benefits: 0.00 Deductions: 405.17 Taxes: 517.98 Net Pay: 2,736.68

Department: 3254 - JP Prect. 4

Total Direct Deposits: 1,994.46
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	131.57
Hourly	72.00	1,184.12
SAL	1.00	1,670.85
Total:	81.00	2,986.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,579.57	141.76	0.00
MC	2,738.89	39.71	39.71
SS	2,738.89	169.81	169.81
Unemployment	1,315.69	0.00	0.00
Total:	351.28	209.52	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,986.54	149.32	129.32
520	0.00	10.00	0.00
530	0.00	230.77	0.00
550	0.00	13.62	0.00
551	0.00	50.00	0.00
580	0.00	3.06	0.00
590	0.00	161.13	659.67
615	0.00	22.90	0.00
Total:	640.80	788.99	

RECAP 3254 - JP Prect. 4

Earnings: 2,986.54 Benefits: 0.00 Deductions: 640.80 Taxes: 351.28 Net Pay: 1,994.46

Department: 4300 - County Sheriff

Total Direct Deposits: 60,098.22
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	176.00	3,532.77
112.S	112.00	2,299.48
165 Stipend w/RET	0.00	533.09
FH - LAW	12.00	207.25
Hourly	2,598.25	52,734.87
LWOP	24.00	0.00
LWP	85.50	1,714.19
OT	96.50	2,694.84
S	99.25	2,170.98
SAL	4.00	10,272.70
Uniform	0.00	900.00
Vacation	96.00	1,985.34
Total:	3,303.50	79,045.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	72,935.42	6,623.10	0.00
MC	76,987.70	1,116.33	1,116.33
SS	76,987.70	4,773.23	4,773.23
Unemployment	75,498.64	0.00	0.00
Total:		12,512.66	5,889.55

DEDUCTIONS

Code	Subject To	Employee	Employer
400	79,045.51	3,952.28	3,422.65
520	0.00	100.00	0.00
530	0.00	216.00	0.00
550	0.00	405.14	0.00
551	0.00	392.27	0.00
580	0.00	27.54	0.00
590	0.00	805.65	11,353.85
595	0.00	33.77	0.00
610	0.00	81.00	0.00
615	0.00	420.98	0.00
Total:		6,434.63	14,776.50

RECAP 4300 - County Sheriff

Earnings:	79,045.51	Benefits:	0.00	Deductions:	6,434.63	Taxes:	12,512.66	Net Pay:	60,098.22
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Department: 4310 - County Jail

Total Direct Deposits: 72,156.88
 Total Check Amounts: 2,404.84

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	288.00	5,324.24
112.5	120.00	2,324.58
165 Stipend w/RET	0.00	270.00
Hourly	3,929.50	73,697.10
JURY DUTY	0.00	0.00
OT	155.50	4,347.46
S	140.75	2,679.28
SAL	-13.00	5,903.85
Uniform	0.00	1,100.00
Vacation	132.25	2,486.13
Total:	4,753.00	98,132.64

TAXES

Code	Subject To	Employee	Employer
Federal W/H	90,552.24	8,156.63	0.00
MC	95,623.89	1,386.55	1,386.55
SS	95,623.89	5,928.71	5,928.71
Unemployment	97,761.07	0.00	0.00
Total:		15,471.89	7,315.26

DEDUCTIONS

Code	Subject To	Employee	Employer
400	98,132.64	4,906.65	4,249.09
520	0.00	165.00	0.00
530	0.00	274.62	0.00
550	0.00	371.57	0.00
551	0.00	242.28	0.00
580	0.00	24.48	0.00
590	0.00	1,143.40	16,524.60
595	0.00	70.56	0.00
610	0.00	40.50	0.00
615	0.00	680.94	0.00
620	0.00	179.03	0.00
Total:		8,099.03	20,773.69

RECAP 4310 - County Jail

Earnings: 98,132.64 Benefits: 0.00 Deductions: 8,099.03 Taxes: 15,471.89 Net Pay: 74,561.72

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 2,124.64
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	109.50	1,453.62
SAL	1.00	1,109.85
Total:	110.50	2,579.62

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,450.63	128.64	0.00
MC	2,579.62	37.41	37.41
SS	2,579.62	159.94	159.94
Unemployment	1,453.62	0.00	0.00
Total:		325.99	197.35

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,579.62	128.99	111.70
Total:		128.99	111.70

RECAP 4321 - Constables-Pct. 1

Earnings: 2,579.62 Benefits: 0.00 Deductions: 128.99 Taxes: 325.99 Net Pay: 2,124.64

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,910.16
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	127.00	1,717.04
SAL	1.00	1,109.85
Total:	128.00	2,843.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,566.63	449.25	0.00
MC	2,708.78	39.27	39.27
SS	2,708.78	167.95	167.95
Unemployment	2,829.42	0.00	0.00
Total:	656.47	656.47	207.22

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,843.04	142.15	123.11
550	0.00	13.62	0.00
551	0.00	103.84	0.00
590	0.00	0.00	322.22
615	0.00	16.80	0.00
Total:	276.41	276.41	445.33

RECAP 4322 - Constables-Pct. 2

Earnings: 2,843.04 Benefits: 0.00 Deductions: 276.41 Taxes: 656.47 Net Pay: 1,910.15

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 1,419.65
 Total Check Amounts: 35.43

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	73.00	986.96
SAL	1.00	1,109.85
Total:	74.00	2,112.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,759.52	40.23	0.00
MC	1,865.18	27.05	27.05
SS	1,865.18	115.63	115.63
Unemployment	2,085.73	0.00	0.00
Total:	182.91	182.91	142.63

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,112.96	105.66	91.51
530	0.00	120.00	0.00
550	0.00	27.23	0.00
580	0.00	1.53	0.00
590	0.00	161.13	337.45
595	0.00	8.44	0.00
615	0.00	50.98	0.00
Total:	474.97	474.97	428.96

RECAP 4323 - Constables-Pct. 3

Earnings: 2,112.96 Benefits: 0.00 Deductions: 474.97 Taxes: 182.91 Net Pay: 1,455.03

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,303.11
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	62.00	838.24
SAL	1.00	1,109.85
Total:	63.00	1,964.24

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,574.07	138.44	0.00
MC	1,712.29	24.83	24.83
SS	1,712.29	106.16	106.16
Unemployment	838.24	0.00	0.00
Total:	269.43	130.99	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,964.24	98.22	85.06
520	0.00	40.00	0.00
550	0.00	18.92	0.00
551	0.00	43.26	0.00
580	0.00	1.53	0.00
590	0.00	161.13	337.45
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:	391.70	422.51	

RECAP 4324 - Constables-Pct. 4

Earnings: 1,964.24 Benefits: 0.00 Deductions: 391.70 Taxes: 269.43 Net Pay: 1,303.11

Department: 4330 - Driver's License

Total Direct Deposits: 457.98
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	40.00	530.00
Total:	40.00	530.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	503.50	4.97	0.00
MC	530.00	7.69	7.69
SS	530.00	32.86	32.86
Unemployment	530.00	0.00	0.00
Total:	45.52	40.55	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	530.00	26.50	22.95
Total:	26.50	22.95	

RECAP 4330 - Driver's License

Earnings: 530.00 Benefits: 0.00 Deductions: 26.50 Taxes: 45.52 Net Pay: 457.98

Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,112.84
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	56.00	1,370.93
165 Stipend w/RET	0.00	129.20
FLOAT	8.00	250.84
Hourly	458.00	11,174.42
INC WEATHER	2.00	34.14
JP COMP TAKEN	12.50	324.83
S	15.00	334.09
SAL	-6.00	5,841.21
Vacation	16.50	505.16
Total:	562.00	19,964.82

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	16.00	419.15
Total:	16.00	419.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,974.59	1,458.14	0.00
MC	18,247.85	264.60	264.60
SS	18,247.85	1,131.36	1,131.36
Unemployment	19,964.82	0.00	0.00
Total:	2,854.10	1,395.96	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	19,964.82	998.26	864.46
520	0.00	275.00	0.00
551	0.00	571.12	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	821.14	2,638.68
595	0.00	13.89	0.00
615	0.00	118.52	0.00
Total:	2,997.88	3,503.14	

RECAP 5401 - Juvenile Probation

Earnings:	19,964.82	Benefits:	419.15	Deductions:	2,997.88	Taxes:	2,854.10	Net Pay:	14,112.84
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Department: 6520 - Building Maintenance

Total Direct Deposits: 5,747.42
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	40.00	683.92
165 Stipend w/RET	0.00	48.45
Hourly	349.00	5,933.33
SAL	1.00	1,764.04
Vacation	11.00	221.88
Total:	401.00	8,651.62

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,009.79	596.58	0.00
MC	8,442.37	122.41	122.41
SS	8,442.37	523.42	523.42
Unemployment	8,581.57	0.00	0.00
Total:	1,242.41	645.83	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,651.62	432.58	374.61
520	0.00	1,000.00	0.00
550	0.00	70.05	0.00
551	0.00	105.76	0.00
580	0.00	6.12	0.00
590	0.00	0.00	1,933.32
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	24.86	0.00
Total:	1,661.79	2,307.93	

RECAP 6520 - Building Maintenance

Earnings:	8,651.62	Benefits:	0.00	Deductions:	1,661.79	Taxes:	1,242.41	Net Pay:	5,747.42
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Department: 6550 - Elections

Total Direct Deposits: 2,659.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	128.53
Hourly	122.00	1,748.65
INC WEATHER	2.00	32.13
S	8.00	179.94
SAL	-7.00	1,619.41
Total:	133.00	3,708.66

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,080.40	143.60	0.00
MC	3,325.84	48.22	48.22
SS	3,325.84	206.20	206.20
Unemployment	3,687.89	0.00	0.00
Total:	398.02	398.02	254.42

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,708.66	185.44	160.58
520	0.00	60.00	0.00
550	0.00	20.77	0.00
551	0.00	107.69	0.00
580	0.00	3.06	0.00
590	0.00	161.13	659.67
595	0.00	8.31	0.00
610	0.00	20.19	0.00
615	0.00	84.92	0.00
Total:	651.51	820.25	

RECAP 6550 - Elections

Earnings: 3,708.66 Benefits: 0.00 Deductions: 651.51 Taxes: 398.02 Net Pay: 2,659.13

Department: 6560 - Commissioners Court

Total Direct Deposits: 9,255.05
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	8.00	148.45
165 Stipend w/RET	0.00	196.36
Hourly	60.00	1,113.38
SAL	6.00	11,088.81
Vacation	12.00	222.68
Total:	86.00	12,769.68

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,022.83	867.66	0.00
MC	11,686.31	169.45	169.45
SS	11,686.31	724.55	724.55
Unemployment	10,900.36	0.00	0.00
Total:	1,761.66	1,761.66	894.00

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,769.68	638.48	552.91
520	0.00	25.00	0.00
550	0.00	54.47	0.00
551	0.00	100.00	0.00
580	0.00	6.12	0.00
590	0.00	836.63	2,301.23
595	0.00	16.91	0.00
615	0.00	75.36	0.00
Total:	1,752.97	2,854.14	

RECAP 6560 - Commissioners Court

Earnings: 12,769.68 Benefits: 0.00 Deductions: 1,752.97 Taxes: 1,761.66 Net Pay: 9,255.05

Department: 6570 - Veteran Service Officer

		Total Direct Deposits:		1,206.51			
		Total Check Amounts:		0.00			
EARNINGS				TAXES			
Pay Code		Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET		0.00	16.15	Federal W/H	1,462.55	136.74	0.00
SAL		1.00	1,523.38	MC	1,539.53	22.32	22.32
	Total:	1.00	1,539.53	SS	1,539.53	95.45	95.45
				Unemployment	1,539.53	0.00	0.00
				Total:	254.51	117.77	
DEDUCTIONS							
Code	Subject To	Employee	Employer				
400	1,539.53	76.98	66.66				
580	0.00	1.53	0.00				
	Total:	78.51	66.66				
RECAP 6570 - Veteran Service Officer							
Earnings:	1,539.53	Benefits:	0.00	Deductions:	78.51	Taxes:	254.51
						Net Pay:	1,206.51

Department: 6580 - Human Resources

		Total Direct Deposits:		1,174.64			
		Total Check Amounts:		0.00			
EARNINGS				TAXES			
Pay Code		Units	Pay Amount	Code	Subject To	Employee	Employer
SAL		1.00	1,906.08	Federal W/H	1,789.10	470.31	0.00
	Total:	1.00	1,906.08	MC	1,884.40	27.32	27.32
				SS	1,884.40	116.83	116.83
				Unemployment	1,892.46	0.00	0.00
				Total:	614.46	144.15	
DEDUCTIONS							
Code	Subject To	Employee	Employer				
400	1,906.08	95.30	82.53				
550	0.00	13.62	0.00				
615	0.00	8.06	0.00				
	Total:	116.98	82.53				
RECAP 6580 - Human Resources							
Earnings:	1,906.08	Benefits:	0.00	Deductions:	116.98	Taxes:	614.46
						Net Pay:	1,174.64

Department: 6590 - Purchasing

		Total Direct Deposits:		1,483.35			
		Total Check Amounts:		0.00			
EARNINGS				TAXES			
Pay Code		Units	Pay Amount	Code	Subject To	Employee	Employer
112.5		0.00	0.00	Federal W/H	1,847.13	214.93	0.00
165 Stipend w/RET		0.00	16.15	MC	1,945.78	28.21	28.21
SAL		1.00	1,956.92	SS	1,945.78	120.64	120.64
	Total:	1.00	1,973.07	Unemployment	1,973.07	0.00	0.00
				Total:	363.78	148.85	
DEDUCTIONS							
Code	Subject To	Employee	Employer				
400	1,973.07	98.65	85.43				
551	0.00	19.23	0.00				
590	0.00	0.00	322.22				
615	0.00	8.06	0.00				
	Total:	125.94	407.65				
RECAP 6590 - Purchasing							
Earnings:	1,973.07	Benefits:	0.00	Deductions:	125.94	Taxes:	363.78
						Net Pay:	1,483.35

Department: 6610 - IT-Technology

Total Direct Deposits: 3,429.41
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	183.12
165 Stipend w/RET	0.00	69.24
Hourly	66.00	1,510.76
S	6.00	137.34
SAL	1.00	2,811.58
Total:	81.00	4,712.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,186.01	399.99	0.00
MC	4,621.61	67.01	67.01
SS	4,621.61	286.54	286.54
Unemployment	4,669.23	0.00	0.00
Total:	753.54	353.55	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,712.04	235.60	204.03
520	0.00	200.00	0.00
550	0.00	42.81	0.00
551	0.00	30.77	0.00
580	0.00	3.06	0.00
590	0.00	0.00	644.44
615	0.00	16.85	0.00
Total:	529.09	848.47	

RECAP 6610 - IT-Technology

Earnings: 4,712.04 Benefits: 0.00 Deductions: 529.09 Taxes: 753.54 Net Pay: 3,429.41

Department: 6630 - Grants Department

Total Direct Deposits: 1,873.11
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	0.00	0.00
165 Stipend w/RET	0.00	16.15
BEREAVEMENT	8.00	230.77
SAL	-7.00	2,076.92
Vacation	0.00	0.00
Total:	1.00	2,323.84

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,207.65	156.76	0.00
MC	2,323.84	33.70	33.70
SS	2,323.84	144.08	144.08
Unemployment	2,323.84	0.00	0.00
Total:	334.54	177.78	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,323.84	116.19	100.62
Total:	116.19	100.62	

RECAP 6630 - Grants Department

Earnings: 2,323.84 Benefits: 0.00 Deductions: 116.19 Taxes: 334.54 Net Pay: 1,873.11

Department: 6640 - Code Investigator

Total Direct Deposits: 1,189.03
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	161.50
165 Stipend w/RET	0.00	34.62
Hourly	72.00	1,453.50
Total:	80.00	1,649.62

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,379.09	76.72	0.00
MC	1,461.57	21.19	21.19
SS	1,461.57	90.62	90.62
Unemployment	1,649.62	0.00	0.00
Total:	188.53	111.81	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,649.62	82.48	71.43
551	0.00	26.92	0.00
580	0.00	1.53	0.00
590	0.00	161.13	337.45
Total:	272.06	408.88	

RECAP 6640 - Code Investigator

Earnings: 1,649.62 Benefits: 0.00 Deductions: 272.06 Taxes: 188.53 Net Pay: 1,189.03

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 2,831.27
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	161.70
165 Stipend w/RET	0.00	34.62
Hourly	72.00	1,455.30
SAL	1.00	2,235.69
Total:	81.00	3,887.31

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,479.57	355.76	0.00
MC	3,823.94	55.45	55.45
SS	3,823.94	237.09	237.09
Unemployment	3,846.46	0.00	0.00
Total:	648.30	292.54	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,887.31	194.37	168.32
520	0.00	150.00	0.00
550	0.00	40.85	0.00
590	0.00	0.00	644.44
595	0.00	5.72	0.00
615	0.00	16.80	0.00
Total:	407.74	812.76	

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 3,887.31 Benefits: 0.00 Deductions: 407.74 Taxes: 648.30 Net Pay: 2,831.27

Department: 7610 - Sanitation Department

Total Direct Deposits: 2,185.86
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	199.96
165 Stipend w/RET	0.00	34.62
Hourly	122.00	2,285.23
Vacation	2.00	49.99
Total:	132.00	2,569.80

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,441.31	57.32	0.00
MC	2,569.80	37.27	37.27
SS	2,569.80	159.33	159.33
Unemployment	2,569.80	0.00	0.00
Total:	2,569.80	253.92	196.60

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,569.80	128.49	111.27
530	0.00	1.53	0.00
590	0.00	0.00	322.22
Total:	2,569.80	130.02	433.49

RECAP 7610 - Sanitation Department

Earnings: 2,569.80 Benefits: 0.00 Deductions: 130.02 Taxes: 253.92 Net Pay: 2,185.86

Department: 8700 - County Agent

Total Direct Deposits: 2,606.09
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5	8.00	138.85
Hourly	72.00	1,249.65
SAL	2.00	1,830.46
Total:	82.00	3,218.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,100.91	248.80	0.00
MC	3,216.10	46.63	46.63
SS	3,216.10	199.39	199.39
Unemployment	3,218.96	0.00	0.00
Total:	3,216.10	494.82	246.02

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,303.73	115.19	99.75
590	0.00	0.00	322.22
595	0.00	2.86	0.00
Total:	2,303.73	118.05	421.97

RECAP 8700 - County Agent

Earnings: 3,218.96 Benefits: 0.00 Deductions: 118.05 Taxes: 494.82 Net Pay: 2,606.09



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT01597 - PAYROLL 11102019 THRU 11232019
 Payroll Set: 01 - Payroll Set 01

Pay Period: 11/10/2019 - 11/23/2019

Total Direct Deposits: 307,747.03
 Total Check Amounts: 9,152.70

Males Paid: 134
 Females Paid: 123
 Total Employees: 257

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	488.00	9,326.24
112.5	960.00	18,205.56
165 Stipend w/RET	0.00	1,613.24
BEREAVEMENT	16.00	369.42
FH - LAW	12.00	207.25
FLOAT	9.00	269.09
Hourly	13,395.75	250,632.58
INC WEATHER	29.00	483.62
JP COMP TAKEN	12.50	324.83
Jud Stip	0.00	3,230.77
JURY DUTY	0.00	0.00
L-26 Longevity	0.00	139.23
Longevity w/RET	0.00	232.31
LWOP	24.00	0.00
LWP	85.50	1,714.19
OT	257.00	7,186.44
S	415.90	8,287.76
SAL	46.00	105,249.83
Uniform	0.00	2,200.00
Vacation	490.35	10,412.27
VAC-PAYOUT	130.22	4,010.21
Total:	16,371.22	424,094.84

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	16.00	419.15
Total:	16.00	419.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	383,948.79	34,478.68	0.00
MC	408,097.01	5,917.38	5,917.38
SS	408,097.01	24,973.75	24,973.75
Unemployment	407,778.53	0.00	0.00
Total:		65,369.81	30,891.13

DEDUCTIONS

Code	Subject To	Employee	Employer
400	423,163.46	21,158.22	18,322.88
520	0.00	2,990.00	0.00
530	0.00	841.39	0.00
550	0.00	1,823.30	0.00
551	0.00	3,011.11	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
563	0.00	210.19	0.00
580	0.00	160.65	0.00
590	0.00	8,019.09	66,679.53
595	0.00	285.74	0.00
610	0.00	212.99	0.00
615	0.00	2,570.14	0.00
620	0.00	179.03	0.00
Total:		41,825.30	85,002.41

RECAP 01 - Payroll Set 01

Earnings:	424,094.84	Benefits:	419.15	Deductions:	41,825.30	Taxes:	65,369.81	Net Pay:	316,899.73
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B. \$96,260.94 (Payroll Tax 11/10/2019-11/23/2019); Backup: 2

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hopy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent
 Discussion/Action
 Executive Session
 Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve 11/10/2019 - 11/23/2019 payroll tax in the amount of \$96,260.94

1. Costs:

Actual Cost or
 Estimated Cost \$ 96,260.94

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

Name	Representing	Title
(1) <u>Judge Haden</u>		<u>County Judge</u>
(2) <u>Angela Rawlinson</u>		<u>County Treasurer</u>
(3) _____		

3. Backup Materials:
 None
 To Be Distributed
 2 total # of backup pages
(including this page)

4. 
 Signature of Court Member

Date 12/3/2019



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT01597 - PAYROLL 11102019 THRU 11232019
 Payroll Set: 01 - Payroll Set 01

Pay Period: 11/10/2019 - 11/23/2019

Total Direct Deposits: 307,747.03
 Total Check Amounts: 9,152.70

Males Paid: 134
 Females Paid: 123
 Total Employees: 257

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	488.00	9,326.24
112.5	960.00	18,205.56
165 Stipend w/RET	0.00	1,613.24
BEREAVEMENT	16.00	369.42
FH - LAW	12.00	207.25
FLOAT	9.00	269.09
Hourly	13,395.75	250,632.58
INC WEATHER	29.00	483.62
JP COMP TAKEN	12.50	324.83
Jud Stip	0.00	3,230.77
JURY DUTY	0.00	0.00
L-26 Longevity	0.00	139.23
Longevity w/RET	0.00	232.31
LWOP	24.00	0.00
LWP	85.50	1,714.19
OT	257.00	7,186.44
S	415.90	8,287.76
SAL	46.00	105,249.83
Uniform	0.00	2,200.00
Vacation	490.35	10,412.27
VAC-PAYOUT	130.22	4,010.21
Total:	16,371.22	424,094.84

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	16.00	419.15
Total:	16.00	419.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	383,948.79	34,478.68	0.00
MC	408,097.01	5,917.38	5,917.38
SS	408,097.01	24,973.75	24,973.75
Unemployment	407,778.53	0.00	0.00
Total:		65,369.81	30,891.13

\$96,260.94

DEDUCTIONS

Code	Subject To	Employee	Employer
400	423,163.46	21,158.22	18,322.88
520	0.00	2,990.00	0.00
530	0.00	841.39	0.00
550	0.00	1,823.30	0.00
551	0.00	3,011.11	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
563	0.00	210.19	0.00
580	0.00	160.65	0.00
590	0.00	8,019.09	66,679.53
595	0.00	285.74	0.00
610	0.00	212.99	0.00
615	0.00	2,570.14	0.00
620	0.00	179.03	0.00
Total:		41,825.30	85,002.41

RECAP 01 - Payroll Set 01

Earnings:	424,094.84	Benefits:	419.15	Deductions:	41,825.30	Taxes:	65,369.81	Net Pay:	316,899.73
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3. To accept the October 2019 and November 2019 Indigent Burial Reports; Backup: 3

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to accept the October 2019 and November 2019 indigent Burial Report

1. **Costs:**

Actual Cost or Estimated Cost \$ 3,100.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1)	<u>Judge Haden</u>		<u>County Judge</u>
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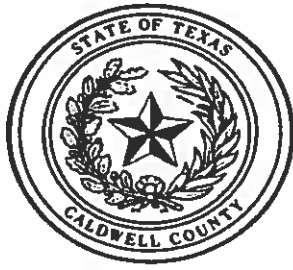
(2)			
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(3)			
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3. **Backup Materials:** None To Be Distributed 3 total # of backup pages
(including this page)

4. 
Signature of Court Member


12/3/2019
Date



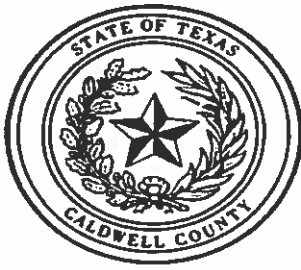
Caldwell County Indigent Burial Report
Monthly Financial Report

Month: October 2019

Date	City	Fiscal Budget	Amount Paid	Balance
September 29, 2019	Lockhart	\$16,000	\$650.00	\$15,350.00
October 29, 2019	Lockhart		\$650.00	\$14,700.00
October 29, 2019	Luling		\$900.00	\$13,800.00

Report Submitted by:  Judge Haden

12/10/2019



Caldwell County Indigent Burial Report
Monthly Financial Report

Month: November 2019

Date	City	Fiscal Budget	Amount Paid	Remaining Balance
Beginning Balance		\$16,000	\$2,200.00	\$13,800.00
November 1, 2019	Luling		\$900.00	
		YTD	<u>\$3,100.00</u>	<u>\$12,900.00</u>

Report Submitted by: Judge Haden
12/2/2019

**4. To accept the November 2019
Environmental Code Investigator Report
from Mike Bittner; Backup; 3**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to accept the November 2019 Environmental Code Investigator Report from Mike Bittner.

1. Costs:

Actual Cost or Estimated Cost \$ none

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden _____

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 3 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

Date 12/3/2019



ENVIRONMENTAL CODE INVESTIGATOR REPORT

November 2019

Texas Health and Safety Codes: 343,341,365

Active Cases- NOV 30 days, THSC 343 ----- 8
Cases- Citations issued for THSC 343 ----- (2)
Multiple charges, active cases until compliance is met.

Cases for THSC 343 that gained compliance ----- 19
Cases for THSC 343 unfounded ----- 1
Illegal Dumping cases that was reported ----- 8
Cases for Flood Plain Active ----- 2
Illegal Dump sites found while on patrol----- 15
Illegal Dump Sites pending action ----- 1
Active Cases- NOV THSC 341 ----- 1

Cases that are pending in the District Attorney's Office

----- 7

Cases pending that are filed in the JP Courts

----- 8

Caldwell County Development ordinance and County Septic ordinance:

Active Construction permits Cases ----- 6
Active Driveway permits Cases ----- 1
Permit Cases reported that did not require a permit----- 1
Active Commercial Construction permits case ----- 1
Septic Cases Compliance met ----- 10
Septic Cases NOV Active ----- 5
Septic Cases unfounded----- 3
Cases – Citation issued for Septic violations ----- (5)
Multiple charges, active cases until compliance is met

Cases- Citation issued for attempted violation of the Development Ordinance – (2)

Permit Cases that gain compliance:

Construction Permits -----	8
Driveway Permits -----	12
Commercial Permit -----	1
Follow up on issued <u>permits</u> for Driveways	
Driveway permits in compliance -----	14
Driveway permits that are not in compliance pipe violation----	1

Refuse removed from County owned land

Tires, Garbage, Mattresses, Construction Refuse, Landscape Refuse and Household Rubbish. Total est. weight removed 2,800 lbs.

Investigated all called in complaints, worked on case preparation, reports, issued citations, myself and Unit Road cleaned up dumpsites that were reported or found. Worked with Law Enforcement and State Agencies on cases to gain compliance.



**C.C.E.I.
Mike Bittner**

- 5. To accept the November 2019 County Extension Agent report from Wayne Morse; Backup: 3**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hopy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

Accept the November 2019 County Extension Agent report from Wayne Morse

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Judge Haden</u>		
(2)	<u>Wayne Morse</u>		
(3)	_____		

3. **Backup Materials:** None To Be Distributed 3 total # of backup pages (including this page)

4. 
Signature of Court Member

12/3/2019
Date

MAJOR PLANS FOR NEXT MONTH:

DATE	PLANS
12/04/19-12/06/19	District Roundup in Kerrville
12/07/19	Show Clinic in Bastrop
12/11/19	Livestock Coalition Meeting
12/16/19	Major Summaries Due to district directors

MILES	#NA
SITE CONTACTS	#NA
PHONE	#50
BLOG	#2
NEWS COLUMNS	#1
NEWS RELEASES	#
EMAIL	#200

I here certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

SIGNATURE 

Title CEA 4-H/ANR-

Date 12/02/19

Texas A&M AgriLife Extension*The Texas A&M University System*Dr. Douglas Steele, Director*College Station, TX

AGENDA ACTION ITEMS

- 6. Discussion/Action** regarding the burn ban.
Speaker: Judge Haden / Carine Chalfoun;
Backup: None; Cost: None

7. DISCUSSION/ACTION to adopt an order prohibiting or restricting certain fireworks in the unincorporated areas of Caldwell as permitted by Texas Local Government Code §352.051

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezyy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12.10.2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to adopt an order prohibiting or restricting certain fireworks in the unincorporated areas of Caldwell as permitted by Texas Local Government Code, §352.051.

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title

(1) Judge Haden _____

(2) Carine Chalfoun _____

(3) _____

3. Backup Materials: None To Be Distributed 3 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

Date 12/06/2019



DECEMBER FIREWORKS PERIOD

(DECEMBER 20-MIDNIGHT, JANUARY 1)

DEADLINE TO ADOPT ORDER: DECEMBER 14, 2019

Local Government Code, §352.051 authorizes the commissioners court to adopt an order regulating certain fireworks in the unincorporated areas of the county under drought conditions. **The statute provides that the order must be adopted before December 15 of each year for the December fireworks period.**

If your county is designated a drought area, and your court wishes to adopt such an order, action must be taken before the deadline. To determine whether your county is designated a drought area, please visit the Texas Interagency Coordination Center website at tamu.edu/ticc/ or call the Texas Forest Service at (979) 458-7331. The Texas Forest Service has developed drought [weblinks](#) to assist your county in monitoring drought conditions more closely.

If the court decides to adopt an order, the order may prohibit or restrict the sale or use of "restricted fireworks", which are defined as "skyrockets with sticks" as classified in 49 Code of Federal Regulations, § 173.100(r)(2) in effect on October 1, 1986 and as missiles with fins. A violation of the order is a Class C misdemeanor. Also, a citizen can file suit for an injunction to prevent a violation or threatened violation of the order. An order issued by your court based on a Texas Forest Service determination will expire when the Texas Forest Service finds that your county is no longer in a drought condition.

In addition, during the December fireworks season, the commissioners court may make a determination under Local Government Code §352.051(c) that conditions on rural acreage not under cultivation for at least 12 months are extremely hazardous for the danger of fire because of high grass or dry vegetation and adopt an order to prohibit or restrict the sale or use of restricted fireworks in specified areas of the county. An order issued by the commissioners court based on its determination of extreme hazard for the danger of fire will expire on the date established in the order.

Under Local Government Code § 352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order is provided on the following page. If your court decides to designate "safe" areas, the order will need to be modified to include appropriate language. A copy of Local Government Code §352.051, the portions of the Occupation Code that define and explain permitted and prohibited fireworks, and copies of the Federal regulations referenced in the state law are available online at county.org/fireworks. If you have any questions, please contact the Legal Department toll-free at (888) 275-8224.

STATE OF TEXAS §
COUNTY OF _____ §

ORDER [PROHIBITING OR RESTRICTING] CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF _____ COUNTY, TEXAS

WHEREAS, the Texas Forest Service has determined that drought conditions exist in
_____ County; and

WHEREAS, on the ____ of _____, 2019, the Commissioners Court of _____
County has determined that the normal danger of fire in the unincorporated areas of
_____ County is greatly enhanced by the extremely dry conditions now existing;

NOW, THEREFORE, the Commissioners Court of _____ County adopts this Order
[prohibiting OR restricting] the sale or use of restricted fireworks in the unincorporated
areas of _____ County.

- A. A person may not sell, detonate, ignite, or in any way use fireworks classified as "skyrockets with sticks" under 49 C.F.R. part. 173.100(r)(2) (10-01-86 edition) or missiles with fins in any portion of the unincorporated areas of _____ County.
- B. [Describe specific restrictions, if applicable.]
- C. This Order does not prohibit "permissible fireworks" as authorized in Occupations Code Section 2154.003(a).
- D. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.
- E. This order expires on the date the Texas Forest Service determines drought conditions no longer exist in the county or _____ [Insert date on or after December 20 and January 1 of the following year], whichever is earlier.

APPROVED this the ____ day of _____, 2019, by the _____ County
Commissioners Court.

COUNTY JUDGE

Attest: _____
CLERK

8. **Discussion/Action** to appoint the primary voting and alternate members to the 2020 Capital Area Metropolitan Planning Organization (CAMPO) Technical Advisory Committee (TAC). **Speaker: Judge Haden; Backup: 5; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to appoint primary voting and alternate members for the 2020 Capital Area Metropolitan Planning Organization (CAMPO) Technical Advisory Committee

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title
(1) <u>Judge Haden</u>		
(2) _____		
(3) _____		

3. Backup Materials: None To Be Distributed 5 total # of backup pages (including this page)

4. [Signature]
Signature of Court Member

Date 11/25/2019

GUIDE FOR APPOINTMENTS TO THE TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by the CAMPO staff or other relevant organizations to support the development of the Long-Range Plan, the 10-Year Program of Projects required by House Bill 20, and the Transportation Improvement Program. The TPB expects the TAC to provide recommendations to the TPB on a slate of transportation projects and activities upon completion of their review of all relevant technical information.

In order to ensure that the TAC functions as intended, it is important that each member jurisdiction of the TPB appoint TAC members and alternates that have the knowledge, experience, and responsibility to represent them. A TAC appointee and their alternate should hold a college degree and have substantial experience in civil engineering or transportation planning. Each TAC appointee and their alternate should also be a senior member of the organization and should have the level of responsibility to encumber public funds on behalf of the appointing jurisdiction. Most importantly, the TAC appointee and their alternate should have direct responsibility for the development and implementation of transportation projects.

Please find below a guide that may be used when considering the appointment of a TAC member. The guide gives some indication as to the level of responsibility a TAC appointee and their alternate should hold in their organization. The guide is not an exhaustive list. Ideally, a TAC appointee and their alternate will fall into one of the job titles (or a title closely equivalent) below:

Cities (All Categories – Smaller Cities, Between 50,000 & 500,000, Above 500,000)

- City Manager or Assistant City Manager
- Director and/or Assistant Director of Public Works
- Director and/or Assistant Director of Transportation
- Director and/or Assistant Director of Planning

Counties

- County Engineer or Assistant County Engineer
- Director of Infrastructure, Public Works or Transportation

Transportation Organizations

- Director or Assistant Director
- Organizational Lead for Engineering or Planning



2019 TECHNICAL ADVISORY COMMITTEE

City of Austin

Robert Spillar - *Primary Member*
Eric Bollich - *Alternate*

Cole Kitten - *Primary Member*
Tien-Tien Chan - *Alternate*

Stevie Greathouse - *Primary Member*
(Vacant) - *Alternate*

City of Cedar Park

Tom Gdala - *Primary Member*
Darwin Marchell - *Alternate*

City of Georgetown

Ray Miller, Jr. - *Primary Member*
(Vacant) - *Alternate*

City of Leander

(Vacant) - *Primary Member*
(Vacant) - *Alternate*

City of Pflugerville

Trey Fletcher - *Primary Member*
Emily Barron - *Alternate*

City of Round Rock

Gary Hudder - *Primary Member*
Gerald Pohlmeyer - *Alternate*

City of San Marcos

Laurie Moyer - *Primary Member*
Rohit Vij - *Alternate*

Capital Metro

(Vacant) - *Primary Member*
(Vacant) - *Alternate*

Capital Area Rural Transportation System

David Marsh - *Primary Member*
Lyle Nelson - *Alternate*
Ed Collins - *Alternate*

Central Texas Regional Mobility Authority

Justin Word - *Primary Member*
Mike Sexton - *Alternate*

Texas Department of Transportation

Marisabel Ramthun - *Primary Member*
Brandon Marshall - *Alternate*

Bastrop County

Julia Cleary - *Primary Member*
Carolyn Dill - *Alternate*

Bastrop County (Smaller Cities)

Amy Miller - *Primary Member*
Jerry Palady - *Alternate*

Burnet County

Greg Haley - *Primary Member*
Herb Darling - *Alternate*

Burnet County (Smaller Cities)

Mike Hodge - *Chair*
Caleb Kraenzel - *Alternate*

Caldwell County

Will Conley - *Primary Member*
Commissioner Ed Theriot - *Alternate*

Caldwell County (Smaller Cities)

Dan Gibson - *Primary Member*
(Vacant) - *Alternate*

Hays County

Jerry Borcharding - *Primary Member*
(Vacant) - *Alternate*

Hays County (Smaller Cities)

Howard Koontz - *Primary Member*
David Fowler - *Alternate*

Travis County

Charlie Watts - *Primary Member*
Cathy Stephens - *Alternate*

Travis County (Smaller Cities)

Amy Pattillo - *Primary Member*
Alex Amponsah - *Alternate*

Williamson County

Bob Daigh - *Primary Member*
Anna Lan - *Alternate*

Williamson County (Smaller Cities)

Sally McFeron - *Primary Member*
Samuel Ray - *Alternate*



**2020 APPOINTMENT TO THE
TECHNICAL ADVISORY COMMITTEE**

PRIMARY VOTING MEMBER:

*Name: _____

*Title: _____

*Organization: _____

*Representing: _____

*Address: _____

*Phone: _____

*Email: _____

*Term Expiration: January 31, 2021

ALTERNATE VOTING MEMBER:

*Name: _____

*Title: _____

*Organization: _____

*Representing: _____

*Address: _____

*Phone: _____

*Email: _____

*Term Expiration: January 31, 2021

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

Signature of Appointing Official

***DEADLINE FOR COMPLETED FORM - DECEMBER 20, 2019**

9. Discussion/Action to approve Budget Amendment # 4 to update reimbursed revenue and Commissioners Court training line items. **Speaker: Judge Haden/ Barbara Gonzales; Backup: 3; Cost: None.**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment # 4 to update reimbursed revenue and training line items.

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

Name	Representing	Title

(1) Judge Haden

(2) Barbara Gonzales

(3) _____

3. **Backup Materials:** None To Be Distributed 3 total # of backup pages
(including this page)

4. 

Signature of Court Member

11/26/2019

Date

CALDWELL COUNTY
BUDGET TRANSFER / AMENDMENT
FY 2019-2020

DATE: December 10, 2019

DEPARTMENT: 6560 COMMISSIONERS COURT

A	B	C	D	E
FUND/DEPARTMENT/LINE <i>(EX.001-xxxx-xxxx)</i>	Account Description	CURRENT BUDGET AMOUNT <i>(Total budgeted amount)</i>	REQUESTED CHANGE <i>(add/subtract)</i>	REVISED BUDGET AMOUNT <i>(NEW budgeted amount)</i>
001-6000-0940	REIMBURSED REVENUE	(50,000.00)	(160.00)	(50,160.00)
001-6560-4810	TRAINING	7,600.00	160.00	7,760.00
TOTALS		\$ (42,400.00)	\$ -	\$ (42,400.00)

EXPLAIN SPECIFICALLY WHY MONIES ARE BEING TRANSFERRED INTO EACH LINE:

REIMBURSEMENT MOODY GARDENS 10/6/2019 REF: 467812

Passed and approved in Commissioners Court by a vote of _____ aye and _____ nay on this _____ day of _____, 2019.

 Recorded By
 Caldwell County Judge

 Attested By
 Caldwell County Clerk

OUR REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
467812	Haden Hopkins	10/6/2019	159.85	159.85		159.85
<p>001-6560-4810</p> <p>RECEIVED</p> <p>NOV 22 2019</p> <p>CALDWELL COUNTY AUDITOR'S OFFICE</p>						

MOODY NATIONAL BANK
GALVESTON, TX 77550
46-91131

MOODY GARDENS, INC.
OPERATING ACCOUNT
ONE HOPE BOULEVARD
GALVESTON, TEXAS 77554
(409) 744-4873



220955

CHECK DATE	CONTROL NUMBER	CHECK AMOUNT
11/15/2019	220955	\$.....159.85

PAY One Hundred Fifty-Nine and 85/100..... Dollars

Treasurer of the County of Caldwell
Accts Receivable
110 S Main St. Room 103
Lockhart, TX 78644

TO THE
ORDER
OF

[Signature]
[Signature]
AUTHORIZED SIGNATURE

THIS DOCUMENT HAS A COLORED BACKGROUND -- NOT A WHITE BACKGROUND -- THIS DOCUMENT HAS A COLORED BACKGROUND

⑈ 220955⑈ ⑆ 113100091⑆ 035⑈ 289⑈ 8⑈

10. Discussion/Action to ratify a Memorandum of Understanding between Caldwell County and Johnson Controls for the performance of a Technical Assessment in order to obtain a Business Case Analysis for Caldwell County for the development of a comprehensive facilities and infrastructure solution program. **Speaker: Judge Haden; Backup: 3; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to ratify Memorandum of Understanding between Caldwell County and Johnson Controls development of a comprehensive facilities and infrastructure solution program.

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 3 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 11/26/2019

TECHNICAL ASSESSMENT MEMORANDUM OF UNDERSTANDING

This MOU is to confirm the interest of Caldwell County in Johnson Control's development of a comprehensive facilities and infrastructure solution program and to clarify the responsibilities of both parties in developing the Business Case Analysis (BCA)

Objective of BCA

By investigating and assessing Caldwell County's goals and objectives, while also considering the county's Capital and Strategic Plan Goals, JCI will provide a solution that will address short and long term goals while improving the county's building environment, infrastructure, capital needs, and budget challenges. This evaluation will include the following:

- Caldwell County articulated facilities/infrastructure improvements to include, but not limited to:
 - HVAC, Lighting, Water, Piping, Roofing
- Customization of infrastructure improvements
 - Caldwell County preferred equipment and design standards/operating parameters
- Caldwell County articulated Cash Flow Contributions (if known)
 - Operations & Maintenance
 - Capital Cost Avoidance (Future Planned Expenditures)
- Identify additional *critical* facility/infrastructure improvements
 - Facilities and infrastructure
 - Capital improvements
 - Design, or redesign of systems
 - Integration of technologies and systems
 - Fire and security systems
- Identify all applicable energy and cost savings measures
 - Energy savings potential
 - Utility rebates and incentives
 - Renewable energy technologies
 - Potential grant funding opportunities

JCI Obligations

To work with Caldwell County in a diligent and timely manner and to provide adequate and qualified resources as necessary to complete the Technical Assessment resulting in the delivery of a Business Case Analysis that outlines cost, value and opportunities for Caldwell County, including:

- Scope
- Budget Pricing
- Potential savings sources
 - Utilities, operational & maintenance cost avoidance, future capital cost avoidance
- Cash flows
- Contracting and procurement options
- Financing and Funding Options

Caldwell County Obligations

To work with JCI in a diligent and timely manner, to provide open disclosure of information required to perform an accurate assessment, and to properly position JCI with any other service providers to insure a cooperative and successful effort.

There will be no financial obligation due to JCI by the county. This is a non-binding memorandum of understanding.

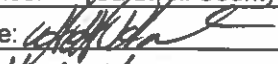
Proposed Schedule for Implementation

Process Step	Responsibility	Commitment Date	Completed
I. Caldwell County Information			
a. Access to Budgetary Information (Deferred Maintenance, Capital Expenditures)	County	Nov. 22 nd	
b. 2 Years Electricity, Gas, & Water Utility Bills	County	Nov. 22 nd	
c. Building List (building ft ² , address, year constructed)	County	Nov. 22 nd	
d. Maintenance & Repair Budgets/Costs	County	Nov. 22 nd	
II. Staff Availability			
a. Identify Staff to Interview	JCI/County	Nov. 22 nd	
b. Identify Sites to Survey	JCI	Nov. 22 nd	
c. Schedule Site Walk with Maintenance Staff	JCI/County	Nov. 22 nd	
III. Building Assessment			
a. Conduct On-Site Survey	JCI/County	Dec. 12 th	
b. Utility Data Analysis	JCI	Dec. 12 th	
c. BCA Report Completed	JCI	Dec. 30 th	
IV. Presentation of Findings			
a. Presentation to County Judge	JCI	Jan. 6 th	
b. Intro Presentation to Commissioners	JCI/County	Jan. 14 th	
c. Findings Presentation to Commissioners	JCI/County	Jan. 28 th	
V. Procurement – Inter-Local Agreement			
a. Sourcewell or other Inter-Local	County	Feb. 2020	
b. Project Development Agreement	County/TBD	Feb. to Apr. 2020	
c. Contract/Legal	County/TBD	May 2020	
d. Construction Begins	TBD Partner	May – Jun. 2020	

Acceptance of Agreement

Acceptance: [Caldwell County]

Acceptance: [JCI]

Signature: 	Signature:
Name: <u>HENRY HADEN</u>	Name:
Title: <u>County Judge</u>	Title:
Date: <u>11/26/2019</u>	Date:

11. Discussion/Action to request
Commissioner Court approval for the
purchase of IP Office Version Upgrade
for IT Department in the amount of
\$50,073.72. **Speaker: Mark Hinnenkamp/
Danie Blake/ Judge Haden; Backup: 3;
Cost: \$50,073.72**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Request Commissioner Court approval for the purchase of IP Office Version Upgrade for IT Department in the amount of \$50,073.72.

1. Costs:

Actual Cost or Estimated Cost \$ 50,073.72

Is this cost included in the County Budget? Yes 001-6610-5310

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Mark Hinnenkamp</u>		<u>IT Director</u>
(2)	<u>Danie Blake</u>		<u>Purchasing Agent</u>
(3)	_____		_____

3. Backup Materials: None To Be Distributed 3 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/22/2019
Date

Exhibit A

Solution Summary

IP Office Version Upgrade (Remote Upgrade with Onsite Technician)

Customer: Caldwell County Ship To , Address: Bill To Address: 110 S Main St Lockhart, TX 78644 Customer ID: CALCOU0002 Customer PO:	Primary Contact: Mark Hinnenkamp Email: mark@co.caldwell.tx.us Phone: National Account Manager: Chris Van Houten NAM Email: CVanHouten@convergeone.com NAM Phone: +15127587251
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$2,842.44		Annual		\$2,842.44
Hardware	\$947.48		Annual		\$947.48
Professional Services	\$25,297.96		One-Time		\$25,297.96
Maintenance					
Manufacturer Support*	\$6,995.28	\$6,995.28	Annual	\$6,995.28	\$20,985.84
Project Subtotal	\$36,083.16			\$6,995.28	\$50,073.72
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$36,083.16		Pricing Per DIR-TSO-4308		\$50,073.72

*If the term includes an amount of time that is not a full 12 months, payment for the partial year will be included in the Price. After the initial payment, the remaining years of the term will be billed on an annual basis in advance. Customer agrees to pay the remaining payment(s) when invoiced.

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference. Customer's signature on this Solution Summary (or Customer's issuance of a purchase order in connection with this Solution Summary) shall represent Customer's agreement with each attached document and acknowledgement that such attached document(s) are represented accurately by this Solution Summary. Unless otherwise specified in this Solution Summary or its attachment(s), this Solution Summary and its attachments shall be subject to the terms and conditions of: (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer has a master agreement with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Solution Summary, subject to any modifications, located at <https://www.convergeone.com/online-general-terms-and-conditions/>.

Products and/or services not specifically itemized are not provided hereunder. This Solution Summary (including any attachment(s) hereto) will be valid for a period of thirty (30) days following the date of this Solution Summary. Thereafter, this Solution Summary and any attachment(s) hereto will no longer be of any force and effect.

This order is a configured order and/or contains software.

Solution Quote

#	Item Number	Description	Term	Qty	Unit List Price	Extended List	% Disc	Extended Price
Software								
1	396480	IP OFFICE R11 SERVER EDITION ADI MIGRATION UPGRADE LIC:DS		6	\$749.00	\$4,494.00	36.75 %	\$2,842.44
Hardware								
2	396478	396478 - IP OFFICE R11 VIRTUALIZED SERVER EDITION ADI MIGRATION LIC:DS		2	\$749.00	\$1,498.00	36.75 %	\$947.48
Maintenance								
3	271679	IPO REM TECH SUPT 8X5 - HP DL120G7 3YPP	36	1	\$42.35	\$1,524.60	16.01 %	\$1,280.52
4	271695	IPO REM TECH SUPT 8X5 ONSITE APR NBD - IP500 V2 3YPP	36	1	\$101.55	\$3,655.80	16.00 %	\$3,070.80
5	271695	IPO REM TECH SUPT 8X5 ONSITE APR NBD - IP500 V2 3YPP	36	1	\$101.55	\$3,655.80	16.00 %	\$3,070.80
6	271695	IPO REM TECH SUPT 8X5 ONSITE APR NBD - IP500 V2 3YPP	36	1	\$101.55	\$3,655.80	16.00 %	\$3,070.80
7	271695	IPO REM TECH SUPT 8X5 ONSITE APR NBD - IP500 V2 3YPP	36	1	\$101.55	\$3,655.80	16.00 %	\$3,070.80
8	271695	IPO REM TECH SUPT 8X5 ONSITE APR NBD - IP500 V2 3YPP	36	1	\$101.55	\$3,655.80	16.00 %	\$3,070.80
9	271695	IPO REM TECH SUPT 8X5 ONSITE APR NBD - IP500 V2 3YPP	36	1	\$101.55	\$3,655.80	16.00 %	\$3,070.80
10	271679	IPO REM TECH SUPT 8X5 - HP DL120G7 3YPP	36	1	\$42.35	\$1,524.60	16.01 %	\$1,280.52
Professional Services								
11	Professional Services	Professional Services		1		\$28,017.49	10.75%	\$25,297.96
Software Entitlements								
12	383640	IP OFFICE R10+ SIP TRUNK 1 ADI MIGRATION LIC:CU		100	\$0.00	\$0.00	0.00 %	\$0.00
13	396467	IP OFFICE R11 POWER USER 1 ADI MIGRATION LIC:CU		5	\$0.00	\$0.00	0.00 %	\$0.00
14	383632	IP OFFICE R10+ VOICEMAIL PRO 2 ADI MIGRATION LIC:CU		8	\$0.00	\$0.00	0.00 %	\$0.00
15	383651	IP OFFICE R10+ AVAYA IP ENDPOINT 1 ADI MIGRATION LIC:CU		187	\$0.00	\$0.00	0.00 %	\$0.00
16	396482	IP OFFICE R10+ MEDIA MANAGER ADI MIGRATION LIC:DS		1	\$0.00	\$0.00	0.00 %	\$0.00

12. Discussion/Action regarding the budgeted cell phone stipend for Constable, Pct. 4, Art Villarreal. **Speaker: Art Villarreal/ Judge Haden; Backup: 1; Cost:\$420.00**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/19

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?
regarding cell phone stipend for Constable, Pct. 4

1. Costs:

Actual Cost or Estimated Cost \$ 420.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

<u>Name</u>	<u>Representing</u>	<u>Title</u>
-------------	---------------------	--------------

(1) Art Villarreal

(2) Judge Haden

(3) _____

3. Backup Materials: None To Be Distributed 1 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 11/22/2019

13. Discussion/Action to approve the Fiscal Budgetary Personnel Policy. **Speaker:** Judge Haden/ Barbara Gonzales;
Backup: 2; Cost: None

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?
to approve the Fiscal Budgetary Personnel Policy

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title
------	--------------	-------

(1) Judge Haden

(2) Barbara Gonzales

(3) _____

3. Backup Materials: None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

12/13/2019
Date

FISCAL BUDGET PERSONNEL POLICY

1. The number of employees on the payroll shall not exceed the total number of positions approved unless authorized by Commissioners Court. All personnel actions shall at all times be in strict conformance with applicable federal, state, and county policies.
2. Deletion and downgrades of positions may occur at any time during the fiscal year at the department head or elected official's request or if a review of workload statistics indicates that a reduction in force is practical in a department. Reductions in elected official's budgeted positions will only be accomplished with their approval after the budget is adopted.
3. Additions, position reclassifications, reorganizations, and equity adjustments must be presented during the initial budget process. Exceptions to this policy will only be allowed with Court approval.
4. The Court may institute a freeze during the fiscal year on hiring, promotions, transfers, and capital equipment purchases. Such action will not be used arbitrarily and will allow for exceptions in appropriate areas to comply with emergency needs such as natural disasters and/or loss of major revenue source.

14. Discussion/Action to consider approving the creation of a Caldwell County Statement of Financial Goals and Policies Policy.
Speaker: Judge Haden/ Barbara Gonzales; Backup: 16; Cost: None

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider approving the creation of a Caldwell County Statement of Financial Goals and Policies.

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden _____

(2) Barbara Gonzales _____

(3) _____

3. Backup Materials: None To Be Distributed 16 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

Date 12/3/2019

**DENTON COUNTY
STATEMENT OF FINANCIAL GOALS AND POLICIES**

ORGANIZATIONAL GOAL STATEMENT

The overall financial and service goals of Denton County are to provide the full range of statutorily required services to its citizens while maintaining the lowest prudent property tax rate. The County intends to continue to expand non-tax revenues to allow for budgetary growth as dictated both by the growth in the County's population and the growth in the demand for the County's services. The County will insure that budgetary growth is balanced by increases in demand for services. Denton County will provide for the expansion and renewal of its infrastructure through the use of long-term debt when it is considered appropriate and fiscally responsible.

I. GENERAL POLICIES

- 1.01 The County will operate on a fiscal year which begins on October 1 and ends on September 30.
- 1.02 The County will conduct its financial affairs in conformity with State and Federal laws, and this Statement of Financial Policy, which shall be approved by Commissioners Court and reviewed on an annual basis as a part of the budget process.

II. ACCOUNTING, AUDITING, AND FINANCIAL PLANNING

- 2.01 The Denton County Auditor's Office will continue to maintain records on a basis consistent with accepted principles and standards for local government accounting, as determined by GASB and GFOA.
- 2.02 Regular monthly and annual financial reports are issued summarizing financial activity by fund, and department, and comparing actual resources and expenditures with budgeted amounts, as required by Articles 114.025, 111.091, and 111.092 of the Revised Statutes of Texas.
- 2.03 The Auditor's Office provides monthly reports on the total cost of specific services by type of expenditure and by fund, in accordance with Articles 114.025, 111.091, and 111.092 of the Revised Statutes of Texas.
- 2.04 A financial audit will continue to be performed annually by an independent public accounting firm and an official opinion and annual financial report will continue to be published and issued, as authorized by Article 115.045 of the Revised Statutes of Texas.
- 2.05 Denton County will continue to identify areas for evaluation efforts, by either staff, committees, or consultants, in order to judge the effectiveness and efficiencies of County services.
- 2.06 Cost/benefit studies will be conducted, where appropriate and applicable, on non-recurring expenditures and capital project.

- 2.07 Full disclosure will continue to be provided in the annual financial and budget reports and bond representations, in accordance with Articles 115.045, 114. 025, 111.091, and 111.092 of the Revised Statutes of Texas.

III. BUDGETING POLICIES

- 3.0 I Budgetary Basis - The County's budgetary basis and accounting records are maintained on a modified accrual basis, and organized and operated on a fund basis in accordance with generally accepted accounting principles. Encumbrance accounting is utilized for materials, goods and services documented by purchase orders or contracts. The County will increase the subsequent year's appropriations, but only if necessary, to complete these transactions. The approved annual budget with amendments as approved by the Commissioners Court is the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Special Revenue, and Debt Service funds. All annual appropriations lapse at fiscal year end. Encumbrance accounting, under which funds are reserved from purchase orders, contracts, and other commitments, is employed in these same funds and as of September 30, encumbrances are subject to re-appropriation in the budget of the subsequent year.
- 3.02 The County budgets resources on a fiscal year which begins October 1 and ends on the following September 30th.
- 3.03 Budget manuals are distributed, and budget module training sessions are held, for annual budget preparation, which includes forms and instructions, are distributed to County departments in March each year. Departments and Elected Officials must return their proposals no later than May 1 in that year.
- 3.04 The recommended budget shall be prepared and distributed to all of the Commissioners Court members on or before July 15 of the preceding fiscal year.
- 3.05 The proposed budget estimate shall be presented in the following format:
- a) Revenue estimates by major item.
 - b) Operating and maintenance expenditures by object code, major expense categories, functionally related departments and program summaries.
 - c) Debt Service summarized by issues detailing principal, interest and reserve amount by fund.
- 3.06 The proposed budget estimate shall also contain information regarding:
- a) Proposed personnel staffing levels.
 - b) A detailed list of capital equipment to be purchased by each department.
 - c) A detailed schedule of capital projects.
 - d) Any additional information, data, or analysis requested of management by the Commissioners Court.

- 3.07 The proposed budgeted revenues shall be provided by the Auditor's Office including ad valorem taxes, grant revenues, and inter-fund transfers
- 3.08 The Commissioners Court shall adopt the budget by Court Order prior to October 1.
- 3.09 The Denton County budgeting procedures attempt to identify distinct functions and activities performed by the County and to allocate budget resources adequate to perform these functions and activities at a specified level of service.
- 3.10 The County will continue to integrate performance measurement and productivity indicators with the budget process where appropriate.
- 3.11 The committed, but not yet received purchases as of September 30th will be re-appropriated in the subsequent fiscal year per a list prepared by the County Auditor with appropriate Budget Amendment.
- 3.12 Only the Commissioners Court shall have authority to transfer expenditure appropriations from any department category of object codes to any other department or non-departmental major object code category. Transfers of such funds amount to a new appropriation and therefore must be adjusted prior to expenditure of such amounts.
- 3.13 Any transfer shall ONLY be made when it is submitted on the appropriate Budget Amendment Request or Intra-Departmental Operating Transfer forms. Each amendment request must be signed by an authorized departmental representative with review in the Budget Office. All transfer requests are submitted to the County Commissioners for final approval.

IV. REVENUES AND TRANSFERS POLICIES

- 4.01 Denton County will maintain a diversified and stable revenue system to shelter it from short-term fluctuations in any one revenue source by doing the following:
 - a) Establishing user charges and fees as permitted by law at a level related to the cost of providing that service including indirect costs.
 - b) Pursuing legislative change, where necessary, to permit increases in user charges and fee.
 - c) Aggressively collecting property tax revenues, including the filing of suit where appropriate and necessary, as authorized by the Texas Property Tax Code.
- 4.02 Denton County will pay for all current expenditures with current resources as required by Article XI, Section 7 of the Constitution, and by Article 111.091 - 111.093 of the Revised Statutes of Texas.
- 4.03 Transfers of monies between funds will only be accomplished after approval of the Commissioner Court.

- 4.04 The County will support the majority of operations of the Road and Bridge districts from the vehicle registration fee authorized by the Texas Legislature, and property taxes.

V. CONTINGENCY FUND POLICIES

- 5.01 The County will maintain an unappropriated contingency to provide for small increases in service delivery costs as well as unanticipated needs that may arise throughout the year.

THEREFORE, IT WILL BE NECESSARY FOR OFFICIALS AND DEPARTMENT HEADS TO REVIEW AND CONTROL EXPENDITURES SUCH THAT THE RATE OF EXPENDITURE DOES NOT EXCEED THE APPROVED BUDGET.

Cases of anticipated material deviation should be covered by a request for a budget amendment. This request shall be from the Department Head in writing and include justification for such action. Such requests should be submitted to the Budget Office for initial review, they will then process the request and forward to Commissioners Court for their consideration and approval.

VI. PERSONNEL POLICIES

- 6.01 The number of employees on the payroll shall not exceed the total number of positions approved unless authorized by Commissioners Court. All personnel actions shall at all times be in strict conformance with applicable federal, state, and county policies.
- 6.02 Deletion and downgrades of positions may occur at any time during the fiscal year at the department head or elected official's request or if a review of workload statistics indicates that a reduction in force is practical in a department. Reductions in elected official's budgeted positions will only be accomplished with their approval after the budget is adopted.
- 6.03 Additions, position reclassifications, reorganizations, and equity adjustments must be presented with the initial budget request. Exceptions to this policy will only be allowed with Court approval.
- 6.04 The Court may institute a freeze during the fiscal year on hiring, promotions, transfers, and capital equipment purchases. Such action will not be used arbitrarily and will allow for exceptions in appropriate areas to comply with emergency needs such as natural disasters and/or loss of major revenue source.

VII. FIXED ASSET POLICIES

- 7.01 All purchases of physical assets with a value of \$5000 (five thousand dollars) except computer software shall be placed on the County inventory.

7.02 The county will maintain these assets at a level adequate to protect Denton County's capital investment and to minimize future maintenance and replacement costs by:

- a) Providing for adequate maintenance of capital equipment and equipment replacement under the above stated amount in the annual operating budget.

7.03 Capital expenditures for projects and equipment are budgeted by item or project and must be spent accordingly. Any request for unbudgeted capital equipment or projects throughout the fiscal year must be submitted to the Budget Office and approved by the Commissioners Court as a budget amendment prior to a requisition being presented to Purchasing

7.04 Where possible, items in good useable condition placed in surplus will be used:

- a) To supplement expenditure for new, budgeted capital purchases.
- b) To supplement expenditure for replacement/budgeted capital purchases.
- c) To supply needed unbudgeted new and replacement equipment.

VIII. DEBT MANAGEMENT POLICIES

8.01 See separate Debt Management Policy adopted by the Commissioners Court on February 20, 2007.

8.02 See separate Bonded Debt Compliance Policy adopted by the Commissioners Court on October 21, 2008.

IX. INVESTMENT AND CASH MANAGEMENT

9.01 The Treasurer's Office will continue to collect, disburse, and deposit all funds on a schedule which insures optimum cash availability, in accordance with Article 113.043, 113.065, 113.901, 113.001-005, 113.021-024, and 113.041-047 of the Revised Statutes of Texas.

9.02 The County Treasurer shall handle all original reconciliation of Denton County bank accounts with the Depository Bank and shall resolve any financial difference between Denton County and the Depository Bank.

9.03 The County Treasurer and County Auditor are Co-Investment Officers of Denton County as authorized by the Commissioners Court and shall invest the funds of Denton County to achieve the highest and best yield, while at the same time maintaining the security and integrity of said funds.

9.04 Denton County shall maintain a written Denton County Investments Policy, as approved by the Commissioners Court, to achieve the highest and best yield, while at the same time, maintaining the security and integrity of said funds.

9.05 The County Treasurer will maintain an original copy of all security and/or surety pledges made by the Depository Bank in behalf of Denton County funds.

- 9.06 The County Treasurer will maintain an original copy of all security advice for all Denton County investment transactions.
- 9.07 There shall be a Denton County Investment Committee, consisting of the County Treasurer, County Auditor, Budget Officer, Civil Attorney, one Member of Commissioners Court and a citizen appointed by the Commissioners Court.
- 9.08 The Auditor's Office will continue to provide regular information concerning the cash position and investment performance, as required by Articles 114.025, 111.091, and 111.092 of the Revised Statutes of Texas.
- 9.09 Denton County conducts its treasury activities with financial institution(s) based upon written contracts which specify compensating balances, service charges, term, and other conditions as authorized by the Local Government Code inclusive of the Revised Statutes of Texas.

X. GENERAL FUND UNRESERVED FUND BALANCE POLICY

10.0 I See separate policy adopted by the Commissioners Court.

XI. CAPITAL BUDGET IMPACT ON OPERATING BUDGET

- 11.01 All Capital Improvement Program requests must include the operating budget impact of the request, including but not limited to additional staffing, operating expenses, as well as any cost savings anticipated if the request is approved and funded.
- 11.02 A Capital Improvement request form must be submitted with the overall capital project justification and operating expenses data. Projects without sufficient data will not be considered.
- 11.03 Operating expenses for capital projects will be funded on a pay-as-you-go basis for annual, recurring maintenance type expenses.

DENTON COUNTY, TEXAS DEBT MANAGEMENT POLICY

Denton County recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy sets forth the parameters for issuing debt and managing outstanding debt, and it provides guidance to decision makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, method of sale that may be used and structural features that may be incorporated.

I. POLICY SUMMARY

Denton County will adhere to the following specific policy statements with regards to (1) conditions for debt issuance; (2) restrictions on debt issuance; (3) debt service limitations; (4) limitations on outstanding debt; (5) debt structure; (6) the debt issuance process; and (7) debt maintenance procedures.

Conditions for debt issuance - The County will consider the use of debt financing only for one-time capital improvement projects. Long-term borrowing will not be used to finance current operations or normal maintenance. Debt financing may include general obligation bonds, revenue bonds, certificates of obligation, certificates of participation, tax notes, lease/purchase agreements, and other obligations permitted to be issued or incurred under Texas law. The County shall consider refunding outstanding bonds if one or more of the following conditions exist: (1) present value savings are at least 3%, with certain exceptions, of the par amount of the refunding bonds; (2) the bonds to be refunded have restrictive or outdated covenants; or (3) restructuring debt is deemed to be desirable.

Restrictions on debt issuance - Proceeds from long-term debt will not be used for current on-going operations.

Debt Service Limitations - In evaluating debt capacity, general-purpose annual debt service payments should generally not exceed 20% of the County's total budgeted expenditures for all funds.

Limitations on Outstanding Debt - As provided in the Constitution of the State of Texas, the Net Bonded Debt of Denton County shall not exceed twenty-five percent (25%) of the net value of the taxable real property of the County.

Characteristics of Debt Structure - The County will design the repayment of its overall debt so as to recapture rapidly its credit capacity for future use. The County shall strive to repay at least 20 percent of the principal amount of its general obligation debt within five years and at least 40 percent within ten years. The scheduled maturity of individual debt issues shall not exceed the expected useful life of the capital project or asset(s) financed. Also, the County shall consider purchasing bond insurance for debt issues when the present value of the estimated debt service savings from insurance (to be derived) is equal to or greater than the insurance premium.

Debt Issuance Process - The County shall use a competitive bidding process in the sale of debt unless market conditions the nature of the issue, such as refunding bonds, warrants a negotiated sale. The County will employ outside financial specialists, including financial advisors and bond counsel, to assist it in developing a bond issuance strategy, preparing bond documents and marketing bonds to investors.

Debt Maintenance Responsibilities - The County will seek to maintain and, if possible, improve our current bond ratings in order to minimize borrowing costs and preserve access to credit. Denton County will adhere to a policy of full public disclosure with regard to the issuance of debt, and the County will meet all requirements for continuing disclosure on debt of the County.

Approved: February 20, 2007

FY 2019 BUDGET

DENTON COUNTY, TEXAS
GENERAL FUND UNRESERVED FUND BALANCE POLICY

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. Fund balance levels are a crucial consideration, too, in long-term financial planning. In most cases, discussions of fund balance will properly focus on a government's general fund.

Credit rating agencies carefully monitor levels of fund balance and unreserved fund balance in a government's general fund to evaluate a government's continued creditworthiness. Likewise, laws and regulations often govern appropriate levels of fund balance and unreserved fund balance for state and local governments.

I. POLICY

Denton County will maintain General Fund unreserved fund balances at a level adequate to provide for unanticipated expenditures of a nonrecurring nature and to meet unexpected increases in service delivery costs. The target level for General Fund unreserved fund balances will be 12% of budgeted General Fund expenditures

II. PROCEDURES

1. A goal of each year's budgeting process will be to adopt a budget that maintains compliance with the stated General Fund unreserved fund balance policy.
2. Specific County financial conditions, economic conditions, or special initiatives may be considered reasons for temporary non-compliance with this policy.
3. In the event of either planned or unplanned non-compliance, it is the County's intention to take action during the annual budget process to reach compliance within 2 annual budget cycles.
4. Actions in the budget process available to increase the unreserved General Fund balance may include increasing taxes, decreasing spending in specific areas, dedicating one-time revenues to fund reserves or making transfers of excess fund balances from other funds.
5. In the event that the level of unreserved General Fund balance is judged to be in excess of the amount required by this policy, amounts over that required may be used to fund one-time, non-recurring expenditures such as acquisition of capital items. Excess fund balances will not be used to fund recurring operating expenditures.

Approved: February 20, 2007

DENTON COUNTY, TEXAS BONDED DEBT COMPLIANCE POLICY

Denton County acknowledges and will abide by any federal or state law regarding tax-exempt bonds.

I. POLICY SUMMARY

Denton County will adhere to the following specific policy statements with regards to (1) separate record keeping per bond issuance; (2) not mingling bond issuance money; (3) the use of bond proceeds only for their approved purposes; (4) the intent to use bond funds within 3 years of issuance; (5) meeting post-issue reporting requirements; (6) keeping interest earning with bond principal or debt service; (7) maintaining an interest and sinking fund for all tax-exempt debt; and (8) maintaining the tax-exempt status of all outstanding bonded debt of County..

Separate Accounting - The County will keep separate financial records of each bond issuance. A construction fund will be maintained for each bond issuance in the County's general ledger, the fund will be accounted for separately from all other funds of the county, and the fund will be used solely to pay costs of the projects for which the debt obligations were issued.

Not Mingling Bond Funds - Bond proceeds will not be co-mingled with any other County funds.

Approved Purposes - Bond proceeds will only be used for allowable purposes as specified by the bond election and bond order authorizing the issuance of the bonds.

Intent to Use within Three Years of Issuance - Denton County intends to use bond proceeds for their approved purposes within three years of their issuance.

Post-Issue Reporting Requirements - The County will adhere to all reporting requirements and deadlines that are applicable to tax exempt bonds. Specifically, Denton County will comply with the requirements of Securities and Exchange Commission Rule 15c2-12 which requires the filing of annual financial reports and other financial data and the filing of any required material events notices with each agency designated as an information repository. Denton County will also comply with US Treasury Regulation Section 148 which requires the computation and payment of any arbitrage rebate owed no less frequently than 5 years after issuing any tax-free debt.

Interest Earned Remains with Principal or Debt Service - Interest earned on bond proceeds will remain with the bond principal and will be used only to pay any cost overruns on approved projects, to fund new projects meeting the usage criteria in the original bond indentures, or it will be specified to go towards the payment of Debt Service.

Interest and Sinking Fund - Denton County will levy a tax on all taxable property in the County to pay principal of and interest on bonds or debt instruments issued. Amounts collected from the tax levied will be deposited to the credit of the Interest and Sinking Fund maintained in the accounting records of the County. Denton County will maintain its Interest and Sinking Fund in a manner to a proper matching of revenues and debt service payments on its debt issues. Specifically, the Interest and Sinking fund will be depleted at least once each bond year to the amount of the allowable carryover, all amounts deposited to the fund will be expended within twelve months of receipt, and all amounts received from the investment of the fund will be deposited to the fund and expended within twelve months.

**DENTON COUNTY, TEXAS
BONDED DEBT COMPLIANCE POLICY - Continued**

Maintenance of Tax-Exempt Status - Denton County shall not use, permit the use of, or omit to use the gross proceeds of any debt issuance in a manner which if allowed or omitted would cause the interest on any bond or debt instrument of the County to become includable in the gross income of the owner of the bond for federal income tax purposes. The County specifically will specifically comply with bond covenants which prohibit (1) private use or private payments of assets constructed or acquired with debt proceeds; (2) private loans of bond proceeds to any person other than a state or local government; (3) investment of bond proceeds in any investment with a yield that exceeds that of the bonds; (4) taking any actions that would cause the bonds to be federally guaranteed within the meaning of section 149(b) of the Internal Revenue Code; and (5) taking any unauthorized action having the effect of diverting arbitrage profits from payment to the US Treasury. Denton County will maintain its financial records until three years after final payment of all bonds to show compliance with federal and state laws regarding tax-exempt debt.

SAMPLE

Approved: August 3, 2016

FY 20/9 BUDGET

BUDGET AMENDMENT POLICY

Denton County Policy allows a Department Head, Appointed or Elected Official or his/her designees to request budget amendments throughout the fiscal year as follows:

A. BUDGET AMENDMENT STATUTE:

Pursuant to Local Government Code Section 111.070 the Commissioners Court may spend county funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

B. INTRA-DEPARTMENTAL OPERATING TRANSFER

Transfers may be made up to \$2000 (cumulative total for Intra-Departmental Operating Transfers for the fiscal year) between operating line items and surplus funds from capital items within an individual departmental budget. This type of amendment will be presented on the standing weekly agenda item for Intra-Departmental Operating Transfers. The amendment summary will be sent to each member of the Commissioners Court and other affected departments two working days prior to the actual Commissioners Court meeting. When a line item will be increased or decreased by more than \$2,000 (cumulative total for Intra-Departmental Operating Transfers for the fiscal year), or if a new capital item is requested, the amendment must be presented to Commissioners Court for consideration and action as a separate agenda item.

C. ROUTINE BUDGET AMENDMENTS:

Includes transfer of funds within the maintenance and operations line items within the elected official or department head budget(s). These items can be placed directly on the consent agenda.

D. NON-ROUTINE BUDGET AMENDMENTS:

1. **Inter-Departmental**- Any amendment which moves funds from one elected official or department head's budget to another elected official or department heads budget must be presented to Commissioners Court for consideration and action.
2. **Inter-Fund**- Where permitted by law, any amendment which moves funds from one fund to another fund must be presented to Commissioners Court for consideration and action.
3. **Personnel**- Requests to transfer funds from any salary or benefit account are allowed for the specific purpose of salary related expenditures such as contract labor. Budget amendment requests for capital and operating accounts from personnel line items are allowed if there are no other funds available in that department's budget and the Commissioners Court deems it to be necessary. The Overtime-Cash Option line item for non-exempt employee overtime can be amended into but cannot be more than the original budgeted amount for the fiscal year. {See Policy# 3.3 Overtime (Non-Exempt)-Section II C-2}.
4. **Capital**-Any request for additional capital equipment must be justified and specified in detail with cost estimates. Requests for additional capital items not included in the adopted budget or substitution of one item for another also requires approval from the Commissioners Court. Surplus funds in a budgeted capital item can be transferred to cover a shortage up to \$2,000 in another budgeted line item with an Intra-Departmental Operating Transfer.
5. **Computers** - Any request including computer equipment, software, computer maintenance or technological requests requires a written recommendation from Technology Services when submitting the Briefing Memorandum/Request for Budget Amendment form to the Budget Office.

BUDGET AMENDMENT POLICY - Continued

6. The re-appropriation at the beginning of a fiscal year of funds committed under valid Purchase Orders of the County but unspent by September 30 of the prior fiscal year requires a budget amendment from fund balance. These budget amendments have no net effect on spending but simply changes the accounting year for expenditures.
7. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.
8. Pursuant to Local Government Code, Sections 111.0705 through 111.0708, when revenues not included in the original budget are received, such as proceeds of bonds or other obligations, grant or aid money, revenue from intergovernmental contracts, and pledging revenue as security for bonds and other obligations, a budget amendment is required to expend those funds. The adopted county wide budget will increase however the revenue should exceed or equal the expenditure. This type of amendment must be submitted to Commissioners Court for consideration and action.
9. Any transfer that creates an increase in budgetary commitment for the next fiscal year must be presented to Commissioners Court for consideration and action.
10. New employee positions cannot be created without Commissioners Court consideration and action. Creation of a new position within a departmental budget will require that the Commissioners Court declare an emergency unless the actual line item under which that new position would be categorized currently exists within that specific budget. New employee requests outside of the budget process must include substantial written justification for the position.
11. New line items can only be created for Contracts or Grant-based programs. For any other department, the creation of a new line item that has not been previously created for the specific department, will require that the Commissioners Court declare an emergency in order to establish a new line item.

E. RESTRICTED LINE ITEM TRANSFERS:

Certain line items have restrictions, which are only allowed for specific purposes.

1. Court ordered expenditures can only be transferred to other court ordered line items.
2. Vehicle related expenditures can only be transferred to other vehicle related line items.
3. Salary related expenditures - see Section D. #3 of policy.
4. Body Armor - only excess funds from items requested and purchased can be transferred to another line item.

F. PROCEDURES:

1. Any request for a budget amendment must be justified and submitted to the Budget Office on the specified Briefing Memorandum/Request for Budget Amendment form. All requests must be submitted to the Budget Office by Friday noon in order to be placed on the following Commissioners Court Agenda (approximately 7 working days later) by the Budget Office. The Budget Office may hold a request that is not complete until clarified with the appropriate department. Scanned copies are acceptable as long as they all are legible.

BUDGET AMENDMENT POLICY - Continued

2. Budget Amendment transfer authorization may be delegated by the Elected/Appointed Official to other employees. Notification of signature authority must be on file in the Budget Office before requests are accepted. Therefore, the Request for Budget Amendment form must be personally signed by the Elected/Appointed Official who administers the department budget(s) or their designee (s).
3. The Commissioners Court reserves the right on a case by case basis, where legally permissible, to curtail a department's right to make Intra-Departmental Operating Transfers if the budget transfers appear to be making a programmatic change that was not approved by the Commissioners Court in budget hearings or if the financial condition of the department and/or the County warrants such a curtailment.
4. Notification of approved Budget Amendments and Intra-Departmental Operating Transfers will be e-mailed to the appropriate department(s) after the amendment is posted. The Budget Office is responsible for posting budget amendments on the financial computer system once the court order has all signatures and is received from the County Clerk's Office.
5. Budget Amendment Requests for new capital equipment must be submitted to the Budget Office for the current fiscal year by July 1st. This will allow the Purchasing Department to secure bids and order equipment prior to the end of the fiscal year.
6. Budget Amendment Requests other than capital requests for the current fiscal year must be submitted to the Budget Office no later than September 1st. Exceptions to the deadlines will be placed on the Agenda for consideration by the Commissioners Court.
7. Any request for placement on the agenda of a budget amendment or Intra-Departmental Operating Transfer, past the amendment deadline, requires a separate memo from the requesting department stating the urgency of the request.

Approved date: March 2, 2004
Revised Date: June 05, 2012

Denton County Budgeting Policies & Procedures

The Budgeting Policy of Denton County is to maintain a balance between demand for services and available resources that will have the least impact on the taxpayers of Denton County. Policy allows departments to submit their requests based on the needs of the individual department.

The annual budget process for Denton County begins in February. The Budget Office begins preparation of a Budget Manual in order to assist County departments with their requests. The manual includes instructions and sample forms including requests for performance and productivity measures, goals and objectives, revenue projections and new employee requests. Numerous line items and new programs require very detailed justification. A calendar of events is also included outlining the entire budget process as approved by Commissioners Court.

During the month of February, the Commissioners Court holds an initial budget "kick off" meeting to establish the budget philosophy and goals where the Court provides the Budget Office with instructions for preparing and presenting a "Recommended Budget". Departmental budget workshops are held in March, as well as training sessions for the on-line computerized Budget Application. The Department of Information Services and the Budget Office developed this computer application and it has performed well during its eighth year of operation. Enhancements to the application will continue to be made in order to streamline the budgeting process for upcoming years.

Departments are given approximately four to six weeks to prepare and submit their Initial Budget Request to the Budget Office on or before May 1st. During this period of time it is the statutory responsibility of the County Auditor to provide revenue estimates for the next fiscal year along with expenditure projections for the current year. This information is provided to the Budget Office and is included in the Budget as required by statute.

During the months of May and June, the Budget Officer and staff compile Initial budget requests and finalize the Recommended Budget. After the Budget Office has established the baseline budget, major increases, decreases and new program requests are prioritized for consideration in the recommendation. Once the Recommended Budget is finalized, copies are distributed to the Elected Officials and Department Heads prior to the presentation to Commissioners Court in mid-July.

During July and August, departmental budget hearings are held to allow discussions between Elected Officials and Department Heads and the Commissioners Court. These sessions are held for those departments that do not agree with the funding levels included in the Recommended Budget, including discussions on other policy issues that may affect the budget. The Commissioners Court has the responsibility to make any changes they feel are necessary and justified during this process.

Denton County Budgeting Policies & Procedures - Continued

The Budget Office prepares and updates numerous statistical summaries to assist the Commissioners Court throughout the budget process. As decisions are made, the departmental budgets are revised accordingly and the final document is then prepared for adoption. The Budget Office is responsible for complying with all statutory requirements for any necessary public hearings, public notices and the filing of the budget for public review with the County Auditor and County Clerk prior to its adoption.

The public hearing on the budget is held within the first few weeks of September and any citizen is given the opportunity to express their opinion on the proposed budget and tax rate. The Commissioners Court has the opportunity to make any changes to the budget prior to formal adoption. After the public hearing is complete, the Budget and Tax Rates are adopted. The Adopted Budget is then distributed to all county departments for use in the new fiscal year.

All budget hearings with the Commissioners Court are posted according to the Open Meetings Act. Any interested citizen or taxpayer is encouraged to participate.

SAMPLE

15. Discussion/Action to renew the Interlocal Agreement between Caldwell County and Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program, commencing October 1, 2019 and terminating August 31, 2020. **Speaker: Judge Haden/Dennis Engelke; Backup: 28; Cost: \$20,000**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to renew Interlocal Agreement between Caldwell County and Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program, commencing October 1, 2019 and terminating August 31, 2020.

1. Costs:

Actual Cost or Estimated Cost \$ 20,000

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? No

2. Agenda Speakers:

	Name	Representing	Title
(1)	Dennis Engelke		
(2)	Judge Haden		
(3)			

3. Backup Materials: None To Be Distributed 38 total # of backup pages
(including this page)

4. 
Signature of Court Member Date 11/26/2019

INTERLOCAL AGREEMENT
by and between
CALDWELL COUNTY
and
TEXAS A&M AGRILIFE EXTENSION SERVICE

This Interlocal Agreement (hereafter termed "Agreement") is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the Caldwell County (hereafter referred to as "COUNTY"), a county within the State of Texas and Texas A&M AgriLife Extension Service (hereafter referred to as "AGRILIFE EXTENSION"), a member of The Texas A&M University System, an agency of the State of Texas. COUNTY and AGRILIFE EXTENSION may be referred to herein individually as "Party" or collectively as the "Parties".

SECTION 1
PURPOSE

- 1.01** In accordance with H.B. No. 1, 86th Regular Legislative Session, 2019, (General Appropriations Act for the 2020-21 Biennium) Article III, page 234, rider 7, funds were appropriated to AGRILIFE EXTENSION for the Feral Hog Abatement Program (the "Program") to implement feral hog abatement technologies. As part of the Program, AGRILIFE EXTENSION shall use a portion of the appropriated funds to fund grants for county feral hog eradication projects in Texas.
- 1.02** AGRILIFE EXTENSION requested grant applications in support of the Program from Texas counties setting forth the County's proposed feral hog abatement eradication project (the "Project"). COUNTY has proposed to complete the Project as set out in the COUNTY's Application including a Description of Activities (collectively "Application") attached hereto as Attachment A and fully incorporated herein by reference.
- 1.03** AGRILIFE EXTENSION desires to have COUNTY complete the Project to accomplish the goals of responding and complying with the Program. Accordingly, AGRILIFE EXTENSION and COUNTY enter into this Agreement as follows:

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on October 1, 2019 and will terminate on August 31, 2020, unless cancelled according to section 2.02 of this Agreement.
- 2.02** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or any Extension Term by either Party, upon thirty (30) calendar days written notice to the other Party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 COUNTY OBLIGATIONS

- 3.01** *Performance:* COUNTY shall implement the feral hog abatement technologies as set out in the Application.
- 3.02** *Subcontractors:* Any delegation by the COUNTY to a subcontractor regarding any duties and responsibilities imposed by this Agreement must be approved in advance by AGRILIFE EXTENSION and shall not relieve the COUNTY of its responsibilities to AGRILIFE EXTENSION for its performance.
- 3.03** *Progress Reports:* COUNTY shall submit to AGRILIFE EXTENSION quarterly progress reports reflecting progress of work completed on the Project as well as financial progress.
- 3.04** *Records:* COUNTY must keep a separate bookkeeping account with a complete record of all expenditures relating to the Project. Project records shall be maintained by COUNTY for seven (7) years after the completion of the Project, or as otherwise agreed upon with AGRILIFE EXTENSION. AGRILIFE EXTENSION and the Texas State Auditor's Office ("State Auditor") reserve the right to examine all books, documents, records, and accounts relating to the Project at any time throughout the duration of the Agreement and for three years immediately following completion of the Project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by AGRILIFE EXTENSION. AGRILIFE EXTENSION and the State Auditor shall have access to the physical locations related to Project activities.
- 3.05** *Audit:* If the COUNTY has a financial audit performed during the time the COUNTY is receiving funds from AGRILIFE EXTENSION for the Project, upon request, AGRILIFE EXTENSION shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the COUNTY's funds are included.
- 3.06** *Compliance:* At all times during the term of this Agreement, COUNTY must comply with *Texas Government Code*, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

SECTION 4 COMPENSATION

- 4.01** *Fee:* This is a cost reimbursable Agreement. AGRILIFE EXTENSION agrees to pay COUNTY up to \$20,000 for performance of the Project. Payment shall be cost reimbursable based on actual costs incurred by COUNTY in accordance with the

Application but will not exceed \$20,000 total. Payment shall be made within thirty (30) days after receipt of invoice in accordance with Chapter 2251, *Texas Government Code*.

- 4.02** *Invoices:* COUNTY may submit cost reimbursable invoices to AGRILIFE EXTENSION quarterly, but in no event shall invoice be submitted any later than August 31, 2020. The invoice(s) must include sufficient detail and relevant supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices. The combined amount of the invoices submitted by COUNTY may not exceed \$20,000. All invoices shall be submitted to the following address:

Texas A&M AgriLife Extension Services
Attn: Gina D. Chairez-Blochlinger
P.O. Box 690170
San Antonio, TX 78249
(a copy may be sent by Email to: Gina.D.Chairez@aphis.usda.gov)

- 4.03** *Payment Schedule:* Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.

- 4.04** *Eligible Expenses:* Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the Project are eligible. Examples of eligible expenditures include:

1. Personnel costs, including salary and benefits related to temporary or event staff; grant funds may not be used to pay for existing employees in the performance of their day-to-day duties.
2. Direct operating expenses that directly relate to Project activities; this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense).
3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed Project.
4. Vendor contracts (i.e. agreements made with a third-party to perform a portion of the Project services).
5. Controlled assets, which are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried, see: <https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>.
6. If grant funds are proposed by COUNTY to be used to fund bounty efforts, COUNTY must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **In addition, bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

4.05 Ineligible Expenses: Expenses prohibited by state or federal law or determined to be ineligible by Program guidelines will not be reimbursed. Examples of these ineligible expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Contributions, charitable or political;
4. Expenses falling outside of the contract period;
5. Items not listed in the project budget or an approved amendment;
6. Expenses that are not adequately documented;
7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

4.06 Non-expended grant funds: If COUNTY fails to incur cost reimbursable expenses in the amount specified in Paragraph 4.01 during the term of this Agreement and properly invoice for same in accordance with the terms hereof, COUNTY shall not be entitled to such unspent funds. Any unspent funds will remain with AGRILIFE EXTENSION.

SECTION 5 MISCELLANEOUS

5.01 Notices: Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. Either Party can change the notice address by sending to the other Party written indication of the new address. Notices should be addressed as follows:

COUNTY: Caldwell County
Attn: Hoppy Haden, County Judge
110 S. Main Street,
Lockhart, TX 78644

AGRILIFE EXTENSION: Texas A&M AgriLife Extension Service
ATTN: Michael Bodenchuk, State Director

By U.S. mail: P.O. Box 690170
San Antonio, TX 78269

By courier: 5730 Northwest Parkway
San Antonio, TX 78249

5.02 Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a Party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a Party is prevented from fulfilling a duty, obligation, and/or covenant

of this Agreement, due to Force Majeure, the Party prevented from fulfilling will notify the other Party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.

- 5.03** *Parties Relationship:* Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between COUNTY and AGRILIFE EXTENSION.
- 5.04** *Applicable Law:* This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** *Cumulative Rights:* All rights, options, and remedies contained in this Agreement and held by COUNTY and AGRILIFE EXTENSION are cumulative and the exercising of one will not exclude exercising another. COUNTY and AGRILIFE EXTENSION each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.
- 5.06** *Non-waiver:* A waiver by either COUNTY or AGRILIFE EXTENSION, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** *Counterparts:* This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** *Severability:* If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, COUNTY and AGRILIFE EXTENSION intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** *Entire Agreement:* This Agreement contains the final and entire agreement between COUNTY and AGRILIFE EXTENSION, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** *Successors and Assigns:* All the obligations, duties, covenants, and rights contained in this Agreement and performable by COUNTY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** *Nondiscrimination:* COUNTY and AGRILIFE EXTENSION, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.


5.12 *Dispute Resolution:* Any dispute between COUNTY and AGRILIFE EXTENSION regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by COUNTY should be to Ralph Stevens, Director of Procurement, AGRILIFE EXTENSION.

AGREED and **EXECUTED** on the dates indicated below, by COUNTY's and AGRILIFE EXTENSION's duly authorized representatives.

CALDWELL COUNTY

TEXAS A&M AGRILIFE EXTENSION SERVICE

By: _____
Name: Hoppy Haden
Title: County Judge
Date: _____

By:  _____
Name: Dr. Jeff Hyde
Title: Director
Date: 11/20/19

Attachment A

Application must be received by: **Monday, September 16, 2019**. Late or incomplete applications will not be considered.

County Information

County Name Caldwell County

Mailing Address: 110 S. Main Street
Street Address

Lockhart TX 78644
City State Zip Code

Physical Address: 110 S. Main Street
Street Address

Lockhart TX 78644
City State Zip Code

Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the project.)*

Full Name: Nick Dornak Mr. Dr.
First Last Ms. Other _____

Position Title: Director of Watershed Services, Meadows Center for Water and the Environment

Email Address: nickdornak@txstate.edu

Phone: (512) 245 - 6697 Ext. _____ Alt #: (512) 213 - 7389


(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Full Name: Hoppy Haden Mr. Dr.
First Last Ms. Other Judge

Position Title: County Judge

Email Address: hoppy.haden@co.caldwell.tx.us

Phone: (512) 398 - 1808 Ext. _____ Alt #: () - _____

 9/16/19

Program Information

Previous Participation

- Has your County previously participated in the feral hog abatement grants? Yes No
- If yes, what years? 2012-2019
- Has your County previously received a grant through any TDA or Texas A&M AgriLife Extension Service feral hog abatement program? Yes* No
- If yes, what years? 2013, 14, 15, 16, 18, 19

Quantifiable Information and Description of Activities

Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

Caldwell County is requesting a Texas A&M AgriLife Extension Service, Wildlife Services (WS) program County Feral Hog Abatement Grant (grant) in the amount of \$20,000.

Grant funds will be used to develop stakeholder engagement programs and to purchase supplies and equipment toward the goal of reducing the damage and extent of feral hog (*Sus scrofa*) activity in Caldwell County, Texas. This effort will be strengthened and enhanced by Caldwell County's participation in The Central Texas Feral Hog Task Force, a co-managed, regional feral hog abatement effort with cooperating counties including, Guadalupe and Hays. The grant will enable Caldwell County to take advantage of a regional communication network and share resources with partner counties while also implementing specific mitigation efforts designed for the cultural and land use priorities that make Caldwell County unique.

Caldwell County and its partners are not alone in suffering millions of dollars in damages to property and natural resources from feral hog activity. What sets Caldwell County and our partners apart, however, are the tools and experience each county possesses in grant management, stakeholder engagement and watershed protection that will serve to ensure grant funds achieve program goals. Four watershed protection plans (WPP) are currently being implemented in the three-county region: Cypress Creek WPP and Upper San Marcos River WPP (Hays); Plum Creek WPP (Hays-Caldwell); Geronimo-Alligator Creek WPP (Caldwell). Historic and ongoing impacts to water quality from feral hogs in these

watersheds have been well documented. A 12-month Bacterial Source Tracking (BST) study completed for Plum Creek in 2018 demonstrated that non-avian wildlife was the most dominant source of *E. coli* throughout the watershed (Figure 1). Feral hogs are highly suspected to be the driver of wildlife *E. coli* in Plum Creek as well as Geronimo and Alligator Creeks in Guadalupe County due to their active population, biology and behavioral patterns that keep them close to the cool, vegetated riparian areas along streams. More information on the Plum Creek Watershed Protection Plan can be found at <http://plumcreek.tamu.edu/>.

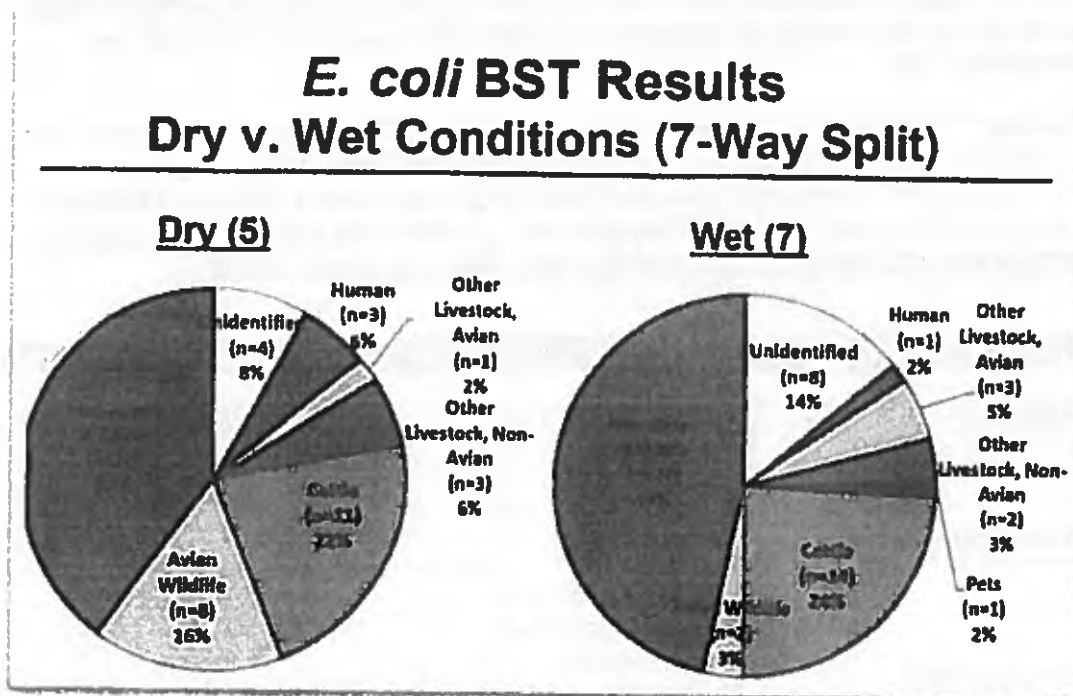


Figure 1. Results of 12-month Plum Creek Watershed, Bacterial Source Tracking Study (Wet versus Dry Conditions) completed by the Plum Creek Watershed Partnership, Hays-Blanco River Authority and the Texas A&M Soil and Aquatic Microbiologic Laboratory.

Each partner county in the proposed regional effort has successfully participated in feral hog management activities, most notable being Caldwell County's Feral Hog Task Force established in 2013, whose ongoing outreach, education and direct abatement efforts have led to the documented removal of over 15,000 feral hogs in Caldwell County and the Plum Creek Watershed.

The continued development of The Central Texas Feral Hog Task Force, a regional feral hog abatement program for Caldwell, Guadalupe and Hays County through this grant program will ensure the following deliverables: (1) a *continuation of multifaceted feral hog management programs for partner counties*; (2) a centralized website, www.feralhogtaskforce.com, for sharing information about feral hog programs, tracking progress and announcing upcoming opportunities throughout the region with links to existing resources as well as dedicated pages for each partner county; (3) development and allocation of shared resources for participating counties including: a *county-level damage assessment*.

miscellaneous program forms (ex. landowner surveys, bounty participation forms, etc.); (4) equipment sharing cooperatives (ex. remote operated traps); (5) cost-sharing incentive programs (ex. trapping supplies); (6) coordinated educational programming including webinars AND one county-based workshop for each partner county; and (7) a dynamic social media campaign to enhance program success and expand program reach. Partner counties may also participate in bounty programs and aerial hunting contracts.

Public-private partnerships will serve as a catalyst for greater program impact by leveraging grant funds to expand projects and incentivize stakeholder ownership in the feral hog abatement effort.

Caldwell County and our cooperating partners, Guadalupe Co. and Hays Co., will work with county staff, AgriLife, Texas State University – Meadows Center for Water and the Environment, the Plum Creek Watershed Partnership, local business, NGOs and others to coordinate efforts and deliver feral hog abatement programs with a goal of the documented removal of 6,000 feral hogs throughout the region during the project period.

Work Plan

ACTIVITY	WHO IS COMPLETING THE ACTIVITY	TIMELINE	
		START DATE	END DATE
Grant administration	Caldwell County	9/1/2019	8/31/2020
General project management	Professional Services Contract with Texas State University – Meadows Center for Water and the Environment (Meadows)	9/1/2019	8/31/2020
Two (2) landowner outreach events	Caldwell County, Meadows, Caldwell County AgriLife Extension and Plum Creek Watershed Partnership will coordinate one (1) Wildlife Management Workshop. Meadows will develop one 1-hour subject specific webinar.	9/1/2019	8/31/2020

Website maintenance and networking	Meadows	9/1/2019	8/31/2020
Caldwell County Feral Hog Removal Tracking including a County Level Damage and Control Assessment	Meadows <i>(assisted by Caldwell County AgriLife Extension)</i>	9/1/2019	8/31/2020
Remote-operated feral hog trap sharing cooperative	Central Texas Feral Hog Task Force <i>(assisted by Meadows)</i>	9/1/2019	8/31/2020
Cost-sharing incentive programs including trapping supplies and aerial hunting	Meadows <i>(assisted by Local Businesses Partners)</i>	9/1/2019	8/31/2020
Caldwell County Feral Hog Bounty Program	Caldwell County <i>(assisted by Meadows, Central Texas Feral Hog Task Force and Plum Creek Watershed Partnership)</i>	9/1/2019	8/31/2020
Development of Final Report	Caldwell County	9/1/2019	8/31/2020

Project Results

Documentation of harvested feral hogs through voluntary reporting, grant-funded bounty, equipment sharing and/or aerial hunting programs will be completed by Meadows. This includes a harvest log.

- Remote-operated feral hog trap sharing cooperative – Estimated number of hogs to be taken = 200
- Cost-sharing incentive program: trapping supplies – Estimated number of hogs to be taken = 200
- Cost-sharing incentive program: professional aerial hunting Services (20 hours) – Estimated number of hogs to be taken = 600
- Caldwell County Feral Hog Bounty Program – Estimated number of hogs to be taken = 3,000
- Voluntary Reporting – Estimated number of hogs to be taken = 250

Total feral hogs estimated to be taken through use of grant funds = 4,250

Project Oversight

Nick Dornak, Director of Watershed Services - Meadows

Nick Dornak is currently the Director of Watershed Services for Meadows, has served as Coordinator of the Plum Creek Watershed Partnership from 2012 through 2018 and is the founder and administrator of the Caldwell County Feral Hog Task Force, now the Central Texas Feral Hog Task Force, established in 2013. Mr. Dornak has written and/or managed over 30 local, state and federal grants since 2012.

The Caldwell County Auditor's Office will oversee financial terms of the grant. Any payments and reimbursements must be approved by the Caldwell County Judge and/or Caldwell County Commissioners.

Project Budget

Category	Amount	Description
Personnel	\$0.00	n/a
Equipment	\$0.00	n/a
Supplies	\$1,200.00	Provide up to \$400 toward trapping supplies for 3 program participants. Partner with local retailer. Supplies may include panels, posts, mechanical components, game camera/modem combinations.
Contractual	\$5,000.00	Provide 14.25 hours of aerial gunning services program participants with approved LOAs. (\$5,000 @ \$350/hr. X 14.25 hrs.)

Other	\$13,800.00	<p>\$5,000 = Professional Services Contract with Texas State - Meadows Center for Water and the Environment (Meadows) toward the following: Project management; Assistance in coordinating one (1) Caldwell Co. workshop; Development of one 1-hour webinar; Website management, www.feralhogtaskforce.com; manage social networking; Feral hog removal tracking; Delivery of County Level Damage and Control Assessment; Assist with implementation of cost-sharing incentive programs including trapping supplies and aerial control; Assist with Caldwell County Bounty Program.</p> <p>\$1,200 = FY2020 annual service contract for Two (2) Remote-Operated Traps</p> <p>\$100 = GoDaddy Website Fees</p> <p>\$7,500 = 50% of bounties paid on 3,000 feral hogs removed from Caldwell County at \$5 per hog.</p>
Total	\$20,000.00	Projected \$4.70 per feral hog removed

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Date: August 30, 2019
To: Texas A&M AgriLife Extension Service
Attn: Michael Bodenchuk, State Director
RE: Fiscal Year 2019 – County Feral Hog Abatement Grants Awarded to Hays and Caldwell Counties

Final Report: 2019 Central Texas Feral Hog Action and Sustainability Plan

The Meadows Center for Water and the Environment at Texas State University has partnered with Texas A&M AgriLife Extension, local stakeholder groups and the counties of Hays, Caldwell and Guadalupe (no grant funds for FY2019) to continue development of the Central Texas Feral Hog Task Force.

Funding

Fiscal Year 2019 funding for this effort was secured through participating County Commissioner's Courts and separate grant contracts awarded to the three participating counties:

- Hays County ILA w/ AgriLife = \$13,100
- Caldwell County ILA w/ AgriLife = \$20,000
 - Caldwell Co. matching funds = \$5,000.00
- Guadalupe County funds (bounty only) = \$3,530

FY2019 Program Totals

- **TOTAL FUNDS = \$41,630.00**
- **TOTAL FERAL SWINE ABATED = 4,607 (\$9.04 per hog)**
- **ESTIMATED 2019 PROPERTY/ECOLOGICAL DAMAGE MITIGATED = \$2,303,500 (ROI = \$55.33)**

Bounty Program

The bounty program in Caldwell County began in March 2019 with monthly collection events held at Smith Supply in Lockhart, TX, with support from the Plum Creek Watershed Partnership and trained Central Texas Feral Hog Task Force volunteers. Grant funding of \$5,000 was budgeted for the program but limited to 50% reimbursement, so Caldwell County Commissioners approved an additional \$5,000 in matching funds to cover 2,000 bounties at \$5.00 per verified feral hog extirpated from the County. Initial bounty funds were exhausted during the July collection event, but the County approved additional funds to keep the program funded. Prior to August reporting, 2,071 feral swine were reported for the Caldwell



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County Bounty Program. Guadalupe County ran a bounty program strictly from local funding approved by County Commissioners. The program was conducted out of the Guadalupe County extension office and yielded 706 feral swine. No bounty program was conducted in Hays County. Total documented feral hog abatement through county-implemented bounty programs over this period included the removal of 2,777 feral swine in the three-county region.

Trapping Kits

Capital investment for ongoing and future feral hog abatement was also a top priority to establish program sustainability. Investment in direct landowner assistance through the development of an incentive-based program to distribute trapping kits to engaged landowners will enhance feral hog management on numerous properties throughout the three-county region. As a result of this program, **thirteen new feral hog corral traps will be activated** in the region with an anticipated annual abatement capacity of 650 feral swine. The following trapping supplies were purchased and distributed through the Central Texas Feral Hog Task Force:

Landowner Trapping Kits Distributed through the Central Texas Feral Hog Task Force – FY2019

- Hays County = 6 kits (t-posts, panels, 36" door) valued at \$598 each
- Caldwell County = 7 kits (t-posts, panels and 36" door) valued at \$400 each

****40 new hog traps have been activated by the Central Texas Feral Hog Task Force since 2018!***

Aerial Gunning

Aerial gunning was conducted by pilots and trained marksmen with Veracity Aviation, based out of Seguin, TX. As grant funds were not available until January 2019, contracts could not be acquired with Veracity until mid-February, which in 2019, meant thicker canopy and less effective timing for aerial gunning. Nevertheless, efforts were made to expand landowner participation in the program throughout Hays and Caldwell County. From February through June of 2019, Veracity Aviation conducted nine aerial gunning operations covering 9,030 acres of Caldwell and Hays County. Total hogs viewed = 111. Total hogs abated = 100. At a cost of \$3,844, the rate of return for aerial gunning in 2019 was \$38.44 per hog removed.

Additional Program Investments

Additional capital investment/ongoing program funding included FY2019 Wireless Traps service fees incurred by Caldwell and Hays County. Three *Wireless Traps* are currently in use through a local landowner cooperative support previously initiated efforts by the Central Texas Feral Hog Task Force. Estimated total feral swine abated = 1,080



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To bring new efficiencies and accuracies to abatement documentation efforts, the Meadows Center directed program funds to a 10.5 inch iPad Pro with WiFi and Cellular in 2018 to be piloted for future bounty efforts in Caldwell County. During several trials, it was determined that bounty participants much preferred paper recording; however, continued efforts will be made to incorporate this technology into the research and documentation process.

Surveys

To help quantify feral hog damage in the three-county Central Texas region, a voluntary landowner survey was completed by 27 participants (Appendix A – Landowner Survey). Participants were able to complete the survey in person during bounty claim opportunities or at their local Texas A&M AgriLife Extension Service offices. The survey could also be completed online, which was the preferred choice in 2019! The survey may be completed by visiting www.feralhogtaskforce.com and clicking the link "Feral Hog Damage and Control ONLINE Survey".

Outreach and Education

The Meadows Center worked with state and local AgriLife staff, watershed protection groups and other stakeholders to advertise and conduct education during "Hog Week" 2019. Three live webinars were conducted with subject matter experts. Webinars may be accessed on YouTube or through the Central Texas Feral Hog Task Force website by visiting www.feralhogtaskforce.com.



Hog Week 2019 Webinars

- August 27, 2019 – *Latest and Greatest Feral Hog Updates with Josh Helcel, Texas A&M Natural Resources Institute.*



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- August 28, 2019 – *Aerial Control of Feral Hogs – The How, Why, Where and When of This Unique Management Tool with Veracity Aviation.*
- August 30, 2019 – *Catch them ALL – Tips and Tricks of the Trade from the Expert with R.A. "Bubba" Ortiz, Ortiz Game Management.*

Finally, to bring all Central Texas Feral Hog Task Force program information together under one roof, the Meadows Center has continued to develop a website, maintain an email account and Facebook event pages for the program. Participant contact information collected throughout program implementation will also be used as part of a dynamic database for enhanced future communication. The project website can be accessed at: <http://www.feralhogtaskforce.com/>. Website components include the following:

- Downloadable Feral Hog Damage and Control Survey for Landowners
- Individual project pages for each partnering county
- Calendar of Events
- Links, photos, resources and videos
- Contact Us form

Sustainability

Each Central Texas Feral Hog Task Force partner county will continue abatement efforts in FY2020 with a goal of 6,000 feral swine to be removed throughout the region over this period. Investments in equipment, technology and communication networks will enable continued monitoring and increased landowner participation.



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Appendix A – Landowner Survey

Central Texas Feral Hog Task Force Feral Hog Damage and Control Survey



Please complete the following for property owned or managed. Information provided will be used exclusively for data collection and analysis. Personal information will not be distributed by the Central Texas Feral Hog Task Force without your express consent.

Name		
Preferred contact info (phone/email)		
Physical address of primary property owned/managed		City / State / Zip
County	Total acres of all properties owned/managed in specified County	

- 1 Please mark all of the areas in which feral hogs had negative impacts on your property
- | | |
|--|--|
| <input type="checkbox"/> Growing or planting commodity crop losses | <input type="checkbox"/> Fences, water troughs or other improvements |
| <input type="checkbox"/> Growing or planting specialty crop losses | <input type="checkbox"/> Personal injuries |
| <input type="checkbox"/> Stored commodities | <input type="checkbox"/> Loss of land value |
| <input type="checkbox"/> Pastures / Wetlands | <input type="checkbox"/> Loss of lease value / food plot/feeder damage |
| <input type="checkbox"/> Livestock (injury, deaths, diseases) | <input type="checkbox"/> Owner and employee time |
| <input type="checkbox"/> Equipment or vehicles | |
- 2 Please mark all of the control methods you use on your property(s).
- | | | |
|--|---|---|
| <input type="checkbox"/> Trapped and destroyed | <input type="checkbox"/> Trapped & sold | <input type="checkbox"/> Trapped and moved from premise |
| <input type="checkbox"/> Lease hunting | <input type="checkbox"/> Owner/employee hunting | <input type="checkbox"/> Use of dogs |
| <input type="checkbox"/> Aerial gunning | <input type="checkbox"/> Snare | <input type="checkbox"/> Other _____ |
3. Income from trapping and selling hogs and/or leasing hog hunting rights in the last 12 months? \$ 00

4 Please complete the following table for years 2015 through 2018 (best estimate):

MEASUREMENT	2015	2016	2017	2018
Total hogs harvested in fee property listed				
Estimated number of hogs on property				
Feral hog management EFF/DWT on a rating scale of 1 to 10				
Total damage from feral hog activity	\$	\$	\$	\$

Program sign-up on back of form



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I would like to participate in the following Central Texas Feral Hog Task Force cooperative feral hog management programs in 2019:

Program	Check all boxes that apply
Wireless "smart" trap with 30" corral (cooperative sharing program)	<input type="checkbox"/>
TPWD Landowner Agreement (LOA) for aerial control	<input type="checkbox"/>
Assistance from contracted or volunteer hunter/trapper	<input type="checkbox"/>
Free corral trap supply kit	<input type="checkbox"/>
Other assistance (specify):	<input type="checkbox"/>

Name _____

Signature _____

Date _____

Please sign and submit completed survey via email to FeralHog@tstate.edu or drop off at your local county AgriLife Extension Office:

Caldwell County AgriLife Extension 1400 Blackjack Street, Ste. B Lockhart, TX 78644 512.398.3122	Hayes County AgriLife Extension 200 Stillwater Road Wimberley, TX 78876 512.393.2120
--	--

Email: FeralHog@tstate.edu
 Website: www.FeralHogTaskForce.com



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Date: September 30, 2018
To: Texas A&M AgriLife Extension Service
Attn: Michael Bodenchuk, State Director
RE: Fiscal Year 2018 – County Feral Hog Abatement Grants Awarded to Hays, Caldwell and Guadalupe Counties

Final Report: 2018 Central Texas Feral Hog Action and Sustainability Plan

The Meadows Center for Water and the Environment at Texas State University has partnered with Texas A&M AgriLife Extension, local stakeholder groups and the counties of Hays, Caldwell and Guadalupe to establish the Central Texas Feral Hog Task Force.

Funding

Fiscal Year 2018 funding for this effort was secured through participating County Commissioner's Courts and separate grant contracts awarded to the three participating counties:

- Hays County ILA = \$7,850
- Caldwell County ILA = \$12,000
- Guadalupe County ILA = \$15,000
- Local matching funds = \$2,597.50
- **TOTAL FUNDS = \$37,447.50**

Bounty Program

Due to the limited timeframe for fund expenditure, primary abatement efforts took place over just a two-month period, July and August 2018. Total documented feral hog abatement through county-implemented bounty programs over this period included the removal of 1,039 feral swine in the three-county region.

Trapping Kits

Capital investment for ongoing and future feral hog abatement was also a top priority to establish program sustainability. Investment in direct landowner assistance through the development of an incentive-based program to distribute trapping kits to engaged landowners will enhance feral hog management on numerous properties throughout the three-county region. As a result of this program,



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twenty-seven new feral hog corral traps will be activated in the region with an anticipated annual abatement capacity of 1,350 feral swine. The following trapping supplies were purchased and distributed through the Central Texas Feral Hog Task Force:

Landowner Trapping Kits Distributed through the Central Texas Feral Hog Task Force – FY2018

- Hays County = 2 kits (t-posts, panels, 40" door) valued at \$609 each
- Caldwell County = 9 kits (t-posts, panels and 40" door) valued at \$528 each
- Guadalupe County = 16 kits (16 gift cards for selected trapping supplies) valued at \$500 each

Additional Program Investments

Additional capital investment/ongoing program funding included FY2018 Wireless Traps service fees incurred by Caldwell and Hays County. Three *Wireless Traps* currently in use through a local landowner cooperative support previously initiated efforts by the Caldwell County Feral Hog Task Force and Hays County.

To bring new efficiencies and accuracies to abatement documentation efforts, the Meadows Center directs program funds to a 10.5 inch iPad Pro with WiFi and Cellular to be piloted for future bounty efforts in Caldwell County.

Surveys

To help quantify feral hog damage in the three-county Central Texas region, a voluntary landowner survey was completed by 29 participants (Appendix A – Landowner Survey). An aerial survey was also completed to assess feral hog impacts on local streams. The aerial survey was conducted via helicopter on August 20, 2018, by Meadows Center and AgriLife staff and included Geronimo Creek (full reach) and a segment of the Guadalupe River in Guadalupe County as well as segments of Plum Creek and the San Marcos River in southern Caldwell County. Due to heavy canopy and limited visibility, the aerial survey was scratched for additional stream segments in Caldwell County and Hays County. Five feral hogs were spotted on the Guadalupe River, two miles downstream from the confluence with Geronimo Creek. Individual feral hogs were also spotted on Geronimo Creek and the San Marcos River upstream of the confluence with Plum Creek. While approximately ten traps and feeders were identified in the survey segments, the total number of hogs spotted from the air was <10 individuals over two hours of flight time, which should be considered a drastic under representation of the actual feral hog population active along these stream segments. Further aerial analysis and landowner surveys during FY2019 (minimal canopy for aerial observations in Jan. and Feb.) should be completed to better quantify feral hog impacts to local streams.



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Texas A&M AgriLife Extension conducted interviews and footage during aerial survey efforts the new video is now available on YouTube and will be added to the Central Texas Feral Hog Task Force website. Access the video at: <https://www.youtube.com/watch?v=0BY7QHmDts&feature=youtu.be>.

Outreach and Education

The Meadows Center worked with state and local AgriLife staff, watershed protection groups and other stakeholders to advertise and conduct two landowner workshops (see Appendix B – Press Releases, Workshop Agendas and Sign-in Sheets). A total of 47 attendees (non-presenters) received three hours of education on feral hog history, biology and management for a total of 141 direct contact hours.

Finally, to bring all Central Texas Feral Hog Task Force program information together under one roof, the Meadows Center has established a website, new email inbox and Facebook event pages for the program. Participant contact information collected throughout program implementation will also be used as part of a dynamic database for enhanced future communication. The project website can be accessed at: <http://www.feralhogtaskforce.com/>. Website components include the following:

- Downloadable Feral Hog Damage and Control Survey for Landowners
- Individual project pages for each partnering county
- Calendar of Events
- Links, photos, resources and videos
- Contact Us form

Sustainability

Each Central Texas Feral Hog Task Force partner county will continue abatement efforts in FY2019 with a goal of 6,000 feral swine to be removed throughout the region over this period. Investments in equipment, technology and communication networks will enable continued monitoring and increased landowner participation.



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Appendix A – Landowner Survey

Central Texas Feral Hog Task Force Feral Hog Damage and Control Survey



Please complete the following for property owned or managed. Information provided will be used exclusively for data collection and analysis. Personal information will not be distributed by the Central Texas Feral Hog Task Force without your express consent.

Name	
Preferred contact info (phone/email)	
Physical address of primary property owned/managed	City / State / Zip
County	Total acres of all properties owned/managed in specified County

1. Please mark all of the areas in which feral hogs had negative impacts on your property.

<input type="checkbox"/> Growing or planting commodity crop losses	<input type="checkbox"/> Fences, water troughs or other improvements
<input type="checkbox"/> Growing or planting specialty crop losses	<input type="checkbox"/> Equipment or vehicles
<input type="checkbox"/> Stored commodities	<input type="checkbox"/> Personal injuries
<input type="checkbox"/> Pastures / Wetlands	<input type="checkbox"/> Loss of land value
<input type="checkbox"/> Livestock (injury, deaths, diseases)	<input type="checkbox"/> Loss of lease value, food plot/feeder damage
<input type="checkbox"/> Growing or planting commodity crop losses	<input type="checkbox"/> Owner and employee time

2. Please mark all of the control methods you use on your property(s).

<input type="checkbox"/> Trapped and destroyed	<input type="checkbox"/> Trapped & sold	<input type="checkbox"/> Lease hunting
<input type="checkbox"/> Trapped and moved from premise	<input type="checkbox"/> Owner/employee hunting	<input type="checkbox"/> Use of dogs
<input type="checkbox"/> Aerial gunning	<input type="checkbox"/> Snares	<input type="checkbox"/> Other _____

3. Income from trapping and selling hogs and/or leasing hog hunting rights in the last 12 months? \$.00

4. Please complete the following table for years 2011 through 2014 (best estimate)

	2011	2012	2013	2014
Total hogs harvested in the property listed				
Estimated number of hogs on property				
Feral hog management EFFORT on a rating scale of 1 to 5				
Total damages from feral hog activity	\$	\$	\$	\$

Program sign-up on back of form.



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Feral hog workshop set for Aug. 10 in Seguin

Contact: Ward Ling.

SEGUIN – The Geronimo and Alligator Creeks Watershed Partnership will present a Feral Hog Workshop at the Texas A&M AgriLife Extension office for Guadalupe County, 210 E. Live Oak St., Seguin.

Registration begins at 8:30 and the program runs from 9 a.m.-noon.

The workshop is free, and attendees will learn about the latest in feral hog management techniques, as well as the ongoing bounty program.

Three Texas Department of Agriculture continuing education units -- --- will be available for pesticide applicators.

“The workshop is part of a new program to help reduce the feral hog population in Guadalupe County, said Ward Ling, AgriLife Extension watershed coordinator. “The county recently was awarded a grant from AgriLife Extension’s Wildlife Services to assist residents with feral hog management efforts.”

He said Guadalupe County has partnered with the Meadows Center for Water and the Environment and Geronimo and Alligator Creeks Watershed Partnership to deliver feral hog abatement and educational programming, including a bounty program.

“The program allows individuals to receive points for a variety of activities, such as participating in the recently established bounty program, viewing webinars on feral hog management and attending the workshop in Seguin,” he said. “A scoring system is being developed to determine eligible participants for a drawing at the end of the program.”

Ling said at least eight \$500 vouchers will be awarded in the drawing that winners will use to purchase feral hog trapping supplies from local retailers.

“The more you participate in the bounty and educational programs, the better chance you have to be selected,” he said

Ling said feral hogs impact water quality in our creeks and rivers.

“Lacking sweat glands, hogs seek out shelter along Texas creeks and rivers, which can result in contamination of those waterways, such as Geronimo Creek,” he said. “Geronimo Creek does not meet the contact recreation standard, due to elevated bacteria concentrations. Feral hogs are believed to be contributing to the impairment.

Ling said feral hogs are having a negative impact on water quality in Geronimo Creek, and this program will increase awareness of the problem and possibly result in reducing their population numbers.

"The Geronimo and Alligator Creeks Watershed Protection Plan identified feral hogs as a significant potential source of bacterial contamination to the creeks," he said.

To learn more about the project to improve water quality in Geronimo Creek, go to <http://www.geronimocreek.org/>

The Guadalupe County bounty program began July 16 and will run through Aug. 23. All tails and forms must be submitted by that date. During this period, individuals can bring in feral hog tails and/or certified buying station receipts to the AgriLife Extension office for Guadalupe County on Tuesdays and Thursdays during regular business hours.

Tails and/or receipts must be from feral hogs harvested in Guadalupe County. Participants will be required to complete a participation form and a W-9. The property owners name and contact information where the hogs were harvested are required on the form. A copy of the form can be obtained at <http://www.feralhogtaskforce.com/guadalupe>. Forms will be submitted to the Guadalupe County Auditor's Office in a timely matter for payment.

For more information, visit the project website, <http://www.feralhogtaskforce.com/guadalupe> or contact AgriLife Extension at 830-303-3889 or the Meadows Center for Water and the Environment at 512-245-6697.

Contact: Nick Dornak
The Meadows Center for Water and the Environment
(512) 245-6697
FeralHog@txstate.edu

IMMEDIATE RELEASE

The Meadows Center for Water and the Environment
601 University Dr. San Marcos, Texas 78666

Feral Hog Management Program Gets a Boost in Caldwell County

LOCKHART, TEXAS -- July 17, 2018 -- Caldwell County has received new funding to help reduce the feral hog population after receiving a grant from Texas A&M AgriLife Extension Service, Wildlife Services. The 2018 Caldwell County program will include a five-dollar feral hog bounty, a webinar, countywide damage assessment and assistance to selected landowners who wish to trap hogs.

The County has partnered with The Meadows Center for Water and the Environment at Texas State University, the Plum Creek Watershed Partnership, Hays County and Guadalupe County to assist with educational components of the program.

"The 2018 feral hog program in Caldwell County is part of a sustained effort first implemented by the Plum Creek Watershed Partnership and taken to the next level by the Caldwell County Feral Hog Task Force in 2013," said Nick Dornak, Watershed Services Coordinator at The Meadows Center.

Feral hogs are a problem in Texas that impact water quality in our creeks and rivers, as well as cause financial loss to agricultural production. Texas is home to an estimated 3 million feral hogs. Lacking sweat glands, hogs seek out shelter along Texas creeks and rivers, which can result in contamination of those waterways, such as Plum Creek and the San Marcos River.

The 2018 feral hog program is unique in that three Central Texas counties have partnered together to coordinate efforts and launch a new Central Texas Feral Hog Task Force.

"We have been looking at opportunities to regionalize feral hog management efforts for a number of years and are excited for Caldwell County to partner in 2018 with both Hays and Guadalupe County," Dornak added.

The Caldwell County bounty program will be held on Thursdays, beginning July 26 and run through August 23. During that period, individuals can bring in feral hog tails and/or certified buying station receipts to Smith Supply Co., 1830 Colorado Street, Lockhart, between the hours of 3:30pm-5:30pm (Thursdays only). Tails and/or receipts must be from feral hogs harvested in Caldwell County. Participants will be required to complete a W-9 and a participation form, which can be obtained at Smith Supply or from the [Central Texas Feral Hog Task Force Website](#). The property owner's name and contact information where the hogs were harvested are required on the form.

Caldwell County residents who are interested in learning about feral hog management measures are invited to attend upcoming workshops in Seguin on August 10 or San Marcos on August 15. Workshop details will be posted online at <http://www.feralhogtaskforce.com/calendar>.

For more information, visit the project website, <http://www.feralhogtaskforce.com/caldwell>. For questions, email The Meadows Center at feralhog@txstate.edu or call 512.245.6697.

About The Meadows Center

The Meadows Center for Water and the Environment at Texas State University was named following a generous gift from The Meadows Foundation in August 2012. The Meadows Center inspires research, innovation and leadership that ensures clean, abundant water for the environment and all humanity, and is led by Executive Director Andrew Sansom, Ph.D.

Contact: Nick Dornak
The Meadows Center for Water and the Environment
(512) 245-6697
FeralHog@txstate.edu

IMMEDIATE RELEASE

The Meadows Center for Water and the Environment
601 University Dr. San Marcos, Texas 78666

Feral Hog Management Program Kicks off in Hays County

SAN MARCOS, TEXAS – July 17, 2018 – Hays County has launched a new program to help reduce the feral hog population after receiving a grant from Texas A&M AgriLife Extension Service, Wildlife Services to assist residents with feral hog management efforts. The program will include a Feral Hog Workshop and webinar, a bounty program, a countywide damage assessment and financial assistance to selected landowners who wish to trap hogs.

The County has partnered with The Meadows Center for Water and the Environment at Texas State University, the Cypress Creek Project, the San Marcos Watershed Initiative, the Plum Creek Watershed Partnership, Caldwell County and Guadalupe County to assist with educational components of the program.

“The 2018 feral hog program in Hays County has a great opportunity for sustained success as we have received both the funding and support to coordinate on a regional scale with projects in Caldwell County and Guadalupe County,” said Nick Dornak, Watershed Services Coordinator at The Meadows Center.

Feral hogs are a problem in Texas that impact water quality in our creeks and rivers, as well as cause financial loss to agricultural production. Texas is home to an estimated 3 million feral hogs. Lacking sweat glands, hogs seek out shelter along Texas creeks and rivers, which can result in contamination of those waterways, such as Cypress Creek. Also, hog rooting and feeding behaviors impact agricultural production across the State and nation.

“Feral hogs continue to pose significant problems for both agriculture producers and residential property owners in Hays County,” said Jason Mangold, Hays County Extension Agent for Agriculture and Natural Resources.

The Hays County bounty program will be held on Wednesdays beginning July 25 and run through August 22. All tails and forms must be submitted by Wednesday, August 22. During that period, individuals can bring in feral hog tails and/or certified buying station receipts to the Hays County AgriLife Extension office, 220 Stillwater Drive Wimberley, (Wednesdays only) during regular business hours (8am-12pm and 1pm-5pm). Tails and/or receipts must be from feral hogs harvested in Hays County. Participants will be required to complete a participation form, which can be obtained from the Hays County Extension Office or on the [Central Texas Feral Hog Task Force website](#). The property owners name and contact information where the hogs were harvested are required on the form.

The Hays County Feral Hog Workshop will be held on Wednesday, August 15 at the Dunbar Recreation Center, 801 W MLK Street San Marcos, from 12:30pm to 3:30pm for interested residents to learn about

FERAL HOG MANAGEMENT WORKSHOP

Join us to learn about feral hog's impact on the landscape, varieties of management techniques and information about the Hays County Feral Hog Bounty Program.

Visit www.FeralHogTaskForce.com for more information.

Participants will receive 3 CEU credits for attending this FREE event!

UPDATE: An optional trapping demonstration will be conducted, 30 minutes after the workshop.

3 HOURS TDA CEU'S

Wednesday, August 15

12:30 p.m. - 3:30 p.m.

**Dunbar Recreation
Center**

801 W. MLK Street
San Marcos, TX

TEXAS A&M
AGRI LIFE
EXTENSION




THE MEADOWS CENTER
FOR WATER AND THE ENVIRONMENT
TEXAS STATE UNIVERSITY


Central Texas
FERAL HOG TASK FORCE
www.feralhogtaskforce.com

Optional program with Texas A&M AgriLife Extension for use by all groups. Payment required for CEU credit. This program is not eligible for CEU credit. For more information, contact the Texas A&M AgriLife Extension, 2550 Highway 190, San Marcos, TX 78686. Hays County Feral Hog Task Force is a 501(c)(3) organization.

feral hog management measures. Workshop details will be posted online at <http://www.feralhogtaskforce.com/calendar>.

For more information, visit the project website, <http://www.feralhogtaskforce.com/havs>. For questions, email The Meadows Center at feralhog@txstate.edu or call 512.245.6697.

About The Meadows Center

The Meadows Center for Water and the Environment at Texas State University was named following a generous gift from The Meadows Foundation in August 2012. The Meadows Center inspires research, innovation and leadership that ensures clean, abundant water for the environment and all humanity, and is led by Executive Director Andrew Sansom, Ph.D.

AGENDA

FERAL HOG MANAGEMENT WORKSHOP

Dunbar Recreation Center

August 15, 2018

12:30 PM REGISTRATION

1:00 PM WELCOME

Nick Domak, Watershed Coordinator - The Meadows Center for Water and the Environment

1:20 PM CYPRESS CREEK WATERSHED PROTECTION PLAN IMPLEMENTATION

Nick Domak, Watershed Coordinator - The Meadows Center for Water and the Environment

1:30 PM BREAK

1:40 PM BASIC BIOLOGY OF FERAL HOGS AND MANAGEMENT TECHNIQUES

Josh Helcel, AgriLife Extension Associate - Texas A&M Natural Resources Institute

3:00 PM HAYS COUNTY FERAL HOG BOUNTY PROGRAM

Jason Mangold, Hays County Extension Agent & Nick Domak, Watershed Coordinator - The Meadows Center for Water and the Environment

3:30 PM ADJOURN

4:00 PM TRAPPING DEMONSTRATION

Josh Helcel, Extension Associate with the Texas A&M Natural Resources Institute will conduct a trapping demonstration on how to reduce the impacts of non-target species when using animal activated systems for wild pig control.

TEXAS A&M
AGRI LIFE
EXTENSION



THE MEADOWS CENTER
FOR WATER AND THE ENVIRONMENT
TEXAS STATE UNIVERSITY


Central Texas
FERAL HOG TASK FORCE
www.feralhogtaskforce.com

Educational programs of the Texas AgriLife Extension Service are open to all people seeking education, education, training, or technical support. The Texas A&M University System, U.S. Department of Agriculture, and the County Extension Agent are part of the funding source.

FERAL HOG MANAGEMENT WORKSHOP

Join us to learn about feral hog's impact on the landscape, varieties of management techniques and information about the Guadalupe County Feral Hog Bounty Program.

RSVP to feralhog@txstate.edu.

Visit www.FeralHogTaskForce.com for more information.

Participants will receive 3 CEU credits for attending this FREE event!

3 HOURS TDA CEU'S

Friday, August 10

8:30 a.m. - 12 p.m.

Guadalupe County
AgriLife Extension
Office

210 E. Live Oak St, Seguin, TX

TEXAS A&M
AGRI LIFE
EXTENSION




THE MEADOWS CENTER
FOR WATER AND THE ENVIRONMENT
TEXAS STATE UNIVERSITY


Central Texas
FERAL HOG TASK FORCE
www.feralhogtaskforce.com

Education programs of the Texas A&M System are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the county Extension Agents of Texas Co. operating

AGENDA

FERAL HOG MANAGEMENT WORKSHOP

Guadalupe County AgriLife Extension Office

August 10, 2018

8:30 AM REGISTRATION

9:00 AM WELCOME

Nick Domak, Watershed Coordinator - The Meadows Center for Water and the Environment

9:20 AM GERONIMO & ALLIGATOR CREEK WATERSHED PROTECTION PLAN IMPLEMENTATION

Ward Ling, Watershed Coordinator - AgriLife Extension

9:50 AM BREAK

10:00 AM BASIC BIOLOGY OF FERAL HOGS AND MANAGEMENT TECHNIQUES

Josh Helcel, AgriLife Extension Associate - Texas A&M Natural Resources Institute

11:15 AM GUADALUPE COUNTY FERAL HOG BOUNTY PROGRAM

Travis Franke and Jeff Hanelka, Guadalupe County Extension Agents

11:45 AM ADJOURN

TEXAS A&M
AGRI LIFE
EXTENSION




THE MEADOWS CENTER
FOR WATER AND THE ENVIRONMENT
TEXAS STATE UNIVERSITY


Central Texas
FERAL HOG TASK FORCE
www.feralhogtaskforce.com

Individual programs of the Texas AgriLife Extension Service are open to all people without regard to race, sex, disability status, age or national origin. The Texas A&M University System, US Department of Agriculture, and the County Commissioners of Guadalupe County are cooperating.

TEXAS A&M AGRI LIFE EXTENSION

FERAL HOG PROGRAM SIGN IN SHEET August 10, 2018

Name	Email Address
Juan Rodriguez	jrrod321@att.net
G. Lynn Mueller	gmmueller804@gmail.com
Roger A. Schumann	
Norma Perry	NSPTX@yahoo.com
John S. Herbold	herboldfamily@yahoo.com
Evan Herbold	herboldfamily@yahoo.com
Ed "Bill" May	edmay@att.net
LAWRENCE W. VOIGT	lwvoigt@ATT.NET
Reagan Floetz	reaganfloetz@gmail.com
Lynette L. Lutter	
Jimmy L. Lutter	402 Maple Spring Ln
Scott L. Lutter	1048 Shady Hollow, New Braunfels TX
Evan L. Lutter	Bryan Lutterman@gmail.com
Ramon Rios	rrios@outlook.com
Collin L. Lutterman	CLLutterman@gmail.com
Hugo Schwartz	4910 Mesquite Texas
STAN MEDRICK	WIEDING@AXS4U.NET
Debbie Fink	
Ernestine Fink	
Alvin Fink	ATFink@Hotmail.com
Bill Hertz	trishuna49@aol.com
DANIEL TOMPKINS	
Kate Cruthwaite	kate.cruthwaite@hdrinc.com
Don Powers	donpowers93@gmail.com
MIKE STEWART	ms1171948@gmail.com

The Extension Service is open to all people without regard to race, color, sex, disability, religion, age, or national origin.

Hays County Feral Hog Workshop

August 15, 2018

Dunbar Recreation Center



Please Sign In

E-mail

1. Dawn Tschirhart	dawntscht@gmail.com
2. Paul L. LucKsinger	_____
3. Jeff Gillum	gillum.jeff@yahoo.com
4. Mike Burch	mburch@Dunbar Rec
5. Rob Jacoby	RLJACOBY160@gmail.com
6. Ed Bullock	ebullockwingslee@gmail.com
7. Dawn Williams	dawnwilliams@stcgladwin.tx
8. Kathryn Brady	Kathryn.Brady@tx.usda.gov
9. Amy G Grubbs RSP	GRUBBSI@CENTURYTEL.NET
10. Norman Leaz	normleaz@gmail.com
11. Scott Ferguson	_____
12. Stephen A. Singer	-
13. EDWARD DICKEY	texaswildhogcontrol@gmail.com
14. Russel Smith	smithsupplyco@gmail.com
15. David Morales	drback917@gmail.com
16. MARK SULLIVAN	MARK TEXO@gmail.com
17.	

Luna, Ruth - APHIS

From: Dennis Engelke <dennis.engelke@co.caldwell.tx.us>
Date: Monday, September 16, 2019 9:48 AM
To: Bodenchuk, Michael J - APHIS
Cc: 'Jan Bower'; 'Barbara Gonzales'; 'Dornak, David N'; 'Stephen Risinger'; 'Hoppy Haden'
Subject: 2019 Feral Hog Grant - Caldwell County
Attachments: Caldwell County FY 19-20 Feral Hog Grant Application 9.16.19.pdf

Michael: Attached is the Caldwell County FY 19-20 Feral Hog Grant Application. Included with the application are copies of our past projects' Final Reports. Please let me know if you have any questions regarding our application. We look forward to receiving additional funding for this beneficial program in Caldwell County. Please acknowledge that you received our application.

Dennis Engelke
Caldwell County Grants Administrator
Phone: (512)359-4686
Email: dennis.engelke@co.caldwell.tx.us /110 S. Main St., Lockhart, TX 78644



16. Discussion/Action to consider appropriating \$140,000 to support the construction of the permeable paver 36-vehicle parking lot extension at the Caldwell County Justice Center. **Speaker; Judge Haden / Dennis Engelke; Backup: 5; Cost: \$140,000**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: December 12, 2019

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to consider appropriating \$140,000 to support the construction of the permeable paver 36-vehicle parking lot extension at the Caldwell County Justice Center.

1. Costs:

Actual Cost or Estimated Cost \$ 140,000

Is this cost included in the County Budget? No

Is a Budget Amendment being proposed? Yes

2. Agenda Speakers:

	Name	Representing	Title
(1)	Hoppy Haden		
(2)	Dennis Engelke		
(3)			

3. Backup Materials:

None To Be Distributed 5 total # of backup pages (including this page)

4. 
Signature of Court Member

11/25/2019
Date

Honorable Judge Hayden and Commissioners

Ref: Caldwell County Justice Center

Low impact development improvements – Phase 2

Civil Engineer Blayne Stansberry : Plans dates 6/14/2019

Judge Hayden,

Please accept our preliminary Estimate for the drainage /parking lot improvements identified by the
aforementioned plans

- \$1500. Swpp allowance
- Striping of parking lots
- \$1800. Allowance for 6 trees
- General conditions eg. Portopotty, dumpster, clean-up, insurance
- Maximum of 3 months to complete

EXCLUSIONS:

- Testing
- Permitting
- Impact fees

Total estimate \$220,000.00

Respectfully

Countywide Builders

Jim and Winn Smith

jim@countywidere.com

From: jim@countywidere.com
Sent: Thursday, August 8, 2019 10:33 AM
To: 'Hoppy Haden'
Cc: 'Winn Smith'; 'BRIAN ALVEY'; 'Loray Chamberlain'
Subject: Deduction for the pervious cover project

Judge,

Countywide builders will deduct \$10,000. From our estimate if the County's Road team can do all the excavation and haul off to Stansberry specifications. THx Jim Smith

Dennis Engelke

From: Bill Carter <bill.carter@tceq.texas.gov>
Sent: Tuesday, November 05, 2019 11:16 AM
To: 'Dennis Engelke'
Subject: RE: Parking lot project

Good morning Dennis,

The remaining federal funds in your project budget prior to your last request for reimbursement was \$88,352.38. The budget page of the quarterly progress report (QPR) you sent on October 31 showed an estimated federal request amount of \$10,571. That would leave \$77,781.38 federal.

Your email October 31 had a QPR attached with receipts and invoices attached. I will need the costs to be summarized and reported in a Financial Status Report (FSR) form in order to process them as an invoice for reimbursement. I can draft an FSR based on the documentation you sent, for you to complete, if that will help.

Please keep in mind that for costs to be reimbursed under this project, they need to be incurred by February 29, 2020. "Incurred" can mean either an actual financial transaction or a commitment to transfer funds, as in an executed purchase order.

Please let me know if you have questions.

Thanks.

Bill Carter
Project Manager
Nonpoint Source Program, MC 203
Planning & Implementation Section
Water Quality Planning Division
Texas Commission on Environmental Quality
PO Box 13087
Austin, Texas 78711-3087
(512) 239-6771
Getting to the heart of the matter.

From: Dennis Engelke <dennis.engelke@co.caldwell.tx.us>
Sent: Tuesday, November 5, 2019 9:29 AM
To: Bill Carter <bill.carter@tceq.texas.gov>
Subject: Parking lot project

Additional expenses for the TCEQ parking lot project.

Balance owed Stansberry Engineering	\$5,433.91
City of Lockhart permitting fees	<u>\$ 500.00</u>
	\$ 5,933.91

17. Discussion/Action to seek approval of Resolution 05-2020 establishing the Caldwell County Community Services Foundation. **Speaker: Judge Haden/Dennis Engelke; Backup: 2; Cost: TBD**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to adopt Resolution 05-2020 establishing the Caldwell County Community Services Foundation.

1. Costs:

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Dennis Engelke		
(3)			

3. Backup Materials: None To Be Distributed 2 total # of backup pages (including this page)

4. 
Signature of Court Member

Date 11/26/2019



**RESOLUTION
NO. 05-2020**

WHEREAS, Caldwell County Commissioners Court desires to maximize the fiscal stability of nonprofit organizations within the County in order to continue their provision of needed community services to citizens, and

WHEREAS, traditional sources of funding for nonprofit organizations have diminished or have simply gone away while the need for services is ever increasing, and the nonprofit organizations have limited staffs who must continue the day-to-day delivery and administration of client services with minimal opportunities to nurture relationships and goodwill with current donors or funding sources and even less opportunities to engage new sources of funding.

NOW, THEREFORE BE IT RESOLVED, that the Caldwell County Commissioners Court approves the establishment of the "Caldwell County Community Services Foundation" (CCCSF) to identify and secure funding resources and donations from private foundations, businesses, civic-based organizations and individuals; and the resources will be made available to nonprofits serving Caldwell County residents and organizations through a simple, user-friendly grant application and process to be developed and administered by the CCCSF Board of Directors, and

BE IT FURTHER RESOLVED, that the CCCSF Board of Directors will consist of:

Caldwell County Grants Administrator

Caldwell County Purchasing Agent

Representative from Precinct 1

Representative from Precinct 2

Representative from Precinct 3

Representative from Precinct 4

Member-at-Large

Appointed by County Commissioner Precinct 1

Appointed by County Commissioner Precinct 2

Appointed by County Commissioner Precinct 3

Appointed by County Commissioner Precinct 4

Appointed by County Judge

BE IT FURTHER RESOLVED, that the County Judge will be the authorized "Incorporator" of the CCCSF instructed to file appropriate documents to register the CCCSF with the appropriate State agency(ies) to obtain official organization recognition, and to seek 501(c)(3)-status through the Internal Revenue Service, and to establish proper banking credentials for the organization.

Passed this 10th day of December, 2019.

Hoppy Haden, County Judge

B. J. Westmoreland, Commissioner, Precinct 1

Barbara Shelton, Commissioner, Precinct 2

Edward "Ed" Theriot, Commissioner, Precinct 3

Joe Ivan Roland, Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez, County Clerk

18. Discussion/Action to seek approval of Resolution 08-2020 supporting the submission of a Solid Waste Program Grant to CAPCOG. **Speaker: Judge Haden/Dennis Engelke; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: December 10, 2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Approval of a resolution supporting the submission of a Solid Waste Program grant to CAPCOG.

1. **Costs:**

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? N/A

Is a Budget Amendment being proposed? N/A

2. **Agenda Speakers:**

	<u>Name</u>	<u>Representing</u>	<u>Title</u>
(1)	Dennis Engelke		Grants Administrator
(2)	Hoppy Haden		County Judge
(3)			

3. **Backup Materials:** None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

December 3, 2019
Date



**RESOLUTION
NO. 08-2020**

Resolution of Caldwell County authorizing the filing of a grant application with the Capital Area Council of Governments (CAPCOG) for a regional solid waste grants program grant; authorizing Hoppy Haden, Caldwell County Judge to act on behalf of Caldwell County in all matters related to the application; and pledging that if a grant is received Caldwell County will comply with the grant requirements of the CAPCOG, the Texas Commission on Environmental Quality (TCEQ) and the State of Texas.

Whereas, the CAPCOG is directed by the TCEQ to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

Whereas, Caldwell County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

Now, therefore, be it resolved by Caldwell County in Lockhart, Texas;

1. That Hoppy Haden is authorized to request grant funding under the CAPCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Caldwell County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, Caldwell County will comply with the grant requirements of the CAPCOG, TCEQ and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Passed and approved by Caldwell County Commissioners Court in Lockhart, Texas, on this the 10th day of December, 2019.

Caldwell County Judge

(Notary Signature)

Signature

(Notary Type or Printed Name)

Hoppy Haden

(Notary Commission Expires)

19. Discussion/Action to approve the 2 year reappointments of Jerry Doyle, Donnie Graham, and Greg Pope to the Caldwell County Emergency Services District #4 Board. **Speaker: Judge Haden; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve the 2 year reappointments of Jerry Doyle, Donnie Graham, and Greg Pope to the Caldwell County Emergency Services District #4 Board.

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 2 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/26/2019
Date



Mid County Volunteer Fire Department
P.O. Box 103
Lockhart, Texas 78644

November 26, 2019

Judge Hoppy Haden
Caldwell County
110 South Main Street
Lockhart, Texas 78644

Your Honor,

Pursuant to the Health and Safety Code (775.034) the Commissioners Court is required to select persons to serve on the Caldwell County Emergency Services District #4 Board.

We respectfully submit the following individuals for your consideration:

Reappointment of Jerry Doyle (2 year appointment)

Reappointment of Donnie Graham (2 year appointment)

Reappointment of Greg Pope (2 year appointment)

Sincerely,

Martin Ritchey
President
512-636-5681

20. Discussion/Action to approve Interlocal contract between the Department of Information Resources and Caldwell County relating to the use of DIR Shared Services Master Service Agreements. **Speaker: Judge Haden; Backup: 20; Cost: TBD**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Interlocal contract between the Department of Information Resources and Caldwell County relating to the use of the DIR shared services master service agreements.

1. Costs:

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Judge Haden</u>	_____	_____
(2)	<u>Pamela Ohlendorf</u>	_____	_____
(3)	_____	_____	_____

3. Backup Materials: None To Be Distributed 20 total # of backup pages (including this page)

4. 

Signature of Court Member

Date 12/3/2019

**INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
CALDWELL COUNTY
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE
AGREEMENTS**

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I
CONTRACTING PARTIES**

DIR CUSTOMER: CALDWELL COUNTY

PERFORMING AGENCY: Department of Information Resources

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts. Each specific DIR Shared Services program also has program-specific terms and conditions. Upon DIR Customer's approval of such terms and conditions, the program-specific terms and conditions are incorporated automatically herein.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. As part of the response to a Request for Service, DIR Customer will receive a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service.

DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of this ILC and the relevant Shared Services Contract(s). The program-specific terms and all other service/solution related terms and conditions are incorporated herein automatically upon DIR Customer's approval of such terms and conditions. Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than SCP Laws, that pertain to any part of DIR Customer's business that is supported by SCPs under the DIR Shared Services Contracts, and DIR will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.

- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR

Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. DIR Customer may complete this form, as may be required by DIR Customer's own processes and procedures, and submit it to DIR. This form may be revised and updated by DIR Customer at any time as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Certain Services may not require Customer payment and, thus, may not be invoiced. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain

documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and

associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

SECTION VII MISCELLANEOUS PROVISIONS

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language

included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Pamela Ohlendorf
Title: Election Administrator
Address: 1403-C Blackjack St Lockhart, TX 78644
Telephone: 512-668-4347
Email: pamela.ohlendorf@co.caldwell.tx.us

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR

Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: CALDWELL COUNTY

By: _____

Printed Name: Hoppy Haden

Title: County Judge

Date: _____

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: _____

Printed Name: Sally Ward

Title: Director, Planning and Governance

Date: _____

Legal: _____

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B
Additional Confidentiality Requirements

None.

MANAGED SECURITY SERVICES TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

1. Conditions for Providing Security Services

1.1 Access

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

1.2 Network Control

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

1.3 Disclosure of Objectionable Material

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

1.4 No Warranties and Limitation of Liability

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

1.5 Service Interruption

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

1.6 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

2. DIR and DIR Customer Responsibilities

2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

2.2 Penetration Testing

2.2.1 DIR Customer agrees as follows to the extent penetration testing (“PT”) is requested or required:

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

2.3 DIR Customer Compliance

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.

21. Discussion/Action to adopt a county ordinance which would regulate thru traffic on Schuelke Road, Calder Road, Skyline Road, New County Road 179 aka Barth Road from FM 672 to FM 1185, New County Road 179 aka Homannville Trail from FM 1185 to US Hwy 183 and New County Road 177 aka Williamson Road from State Hwy 21 to US Hwy 183 for vehicles with 5 or more axles. **Speaker: Commissioner Theriot/ Judge Haden; Backup: 5; Cost:None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezyy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to adopt a county ordinance which would regulate thru traffic on Schuelke Road, Calder Road, Skyline Road, New County Road 179 aka Barth Road from FM 672 to FM 1185, New County Road 179 aka Homannville Trail from FM 1185 to US Hwy 183 and New County Road 177 aka Williamson Road from State Hwy 21 to US Hwy 183 for vehicles with 5 or more axles.

1. Costs:

Actual Cost or Estimated Cost \$ none

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title

(1) Commissioner Theriot

(2) Judge Haden

(3) _____

3. Backup Materials: None To Be Distributed 5 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

_____ 12/3/2019 _____
Date



IN THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS
AN ORDER PROHIBITING THRU TRAFFIC ON DESIGNATED COUNTY ROADS

WHEREAS, the Commissioners Court of Caldwell County, Texas desires to promote public safety in the County; and

WHEREAS, Section 251.151 of the Texas Transportation Code provides that the Commissioners Court of a County, by order may regulate traffic on County Roads.

NOW, THEREFORE, the Caldwell County Commissioners Court enters the following Order in multiple parts as follows:

SECTION 1 – Definitions

Axle: the pin, bar, shaft, or the like, on which or by means of which a wheel or pair of wheels rotates.

Thru Traffic: traffic initiated at and destined for points outside a local zone.

SECTION 2 - Prohibition

Thru traffic is prohibited on designated Caldwell County roads for vehicles operating with 5 axles or more.

SECTION 3 – Designated Roads

Calder Road

Scheulke Road

Skyline Road

New County Road 179 aka Barth Road from FM 672 to FM 1185

New County Road 179 aka Homannville Trail from FM 1185 to US Hwy 183

New County Road 177 aka Williamson Road from State Hwy 21 to US Hwy 183

SECTION 4 – Penalty

A violation of this ordinance is punishable by a fine not to exceed \$200.

The above and foregoing Order was this date ADOPTED and APPROVED by a majority of the Commissioners Court of Caldwell County, Texas, in a meeting duly posted as required by law, this _____ day of December, 2019.

Hoppy Haden
County Judge

B.J. Westmoreland
Commissioner, Precinct 1




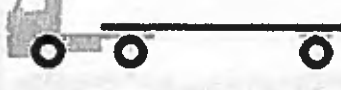



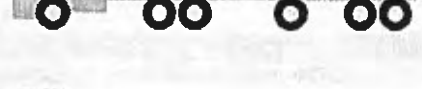

Barbara Shelton
Commissioner, Precinct 2

Edward "Ed" Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

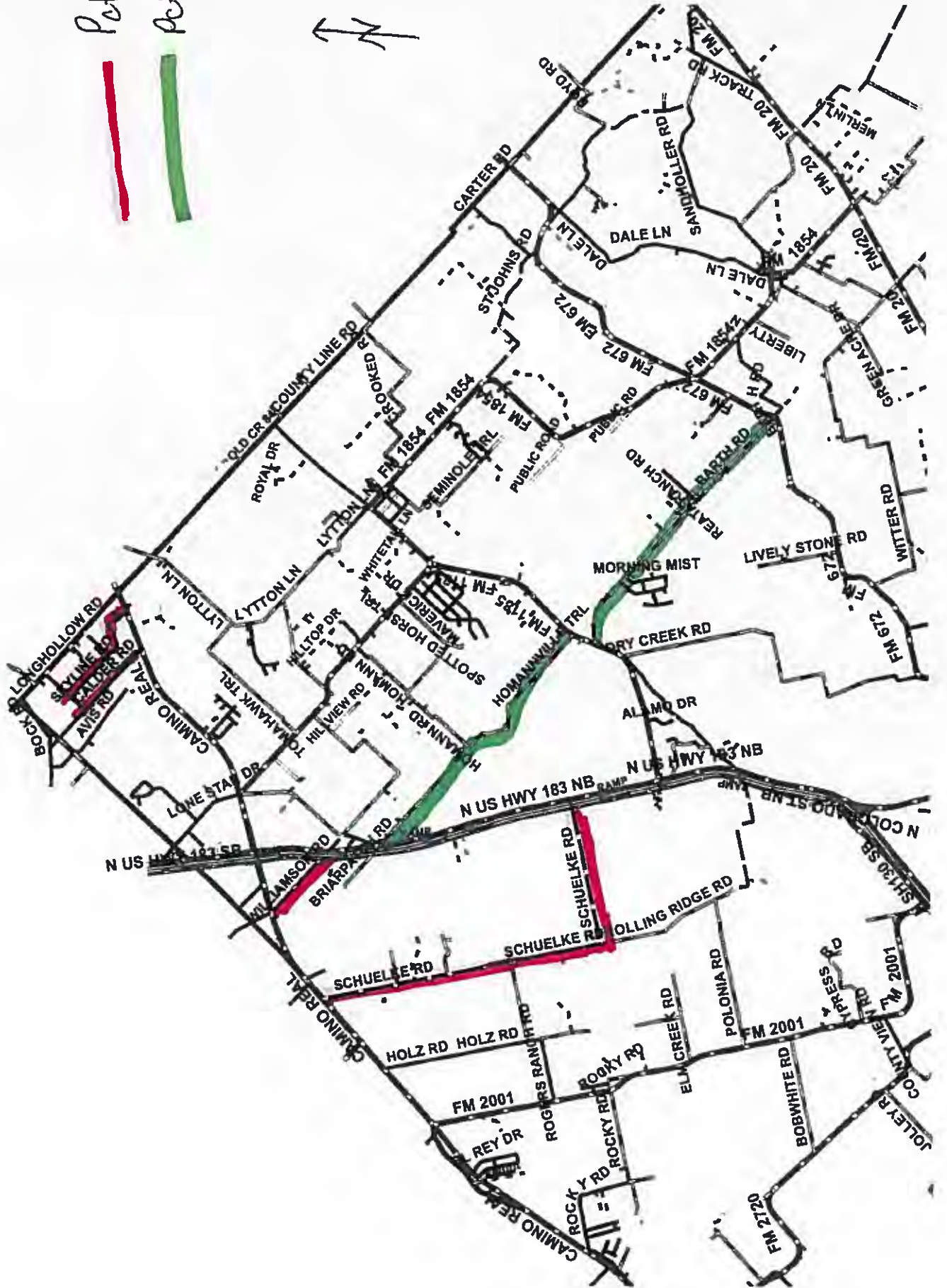
Attest:

Teresa Rodriguez
County Clerk, acting as Ex Officio Clerk of the
Commissioners Court

Types of vehicles	Number of axles
	2
	3
	4
	3
	4
	5
	6
	6 or more
	6 or more

Pct. 3

Pct. 4



22. Discussion/Action to accept the changes made to the Caldwell County Development Ordinance as necessitated by the enactment of House Bill 3167. **Speaker: Commissioner Theriot/ Tracy Bratton; Backup: 82; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to accept the changes made to the Caldwell County Development Ordinance as necessitated by the enactment of House Bill 3167.

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title
------	--------------	-------

(1) Commissioner Theriot

(2) Tracy Bratton

(3) _____

3. Backup Materials: None To Be Distributed 82 total # of backup pages
(including this page)

4. 
Signature of Court Member

12/3/2019
Date

CALDWELL COUNTY DEVELOPMENT ORDINANCE

Amended Ordinance Adopted ~~August 13, 2018~~ December 10, 2019

TABLE OF CONTENTS

1.0	AUTHORITY	1
1.1	COORDINATION WITH OTHER JURISDICTIONS	2
1.2	ENFORCEMENT AND PENALTIES.....	2
1.3	AUTHORITY OF THE COMMISSIONERS COURT	3
2.0	DEFINITIONS	4
3.0	SUBDIVISION PLATTING PROCEDURES	10
3.1	GENERAL	10
3.2	PRE-APPLICATION CONFERENCE	10
3.3	EXCEPTIONS TO PLATTING REQUIREMENTS	10
3.3.1	Requirements for Exempted Subdivisions.....	10
3.4	PRELIMINARY PLAT REQUIREMENTS	12
3.4.1	Information Provided with the Preliminary Plat	13
3.4.2	Previously Approved Preliminary Plat.....	15
3.4.3	Expiration of Approved Preliminary Plat	15
3.5	PROCEDURES FOR PHASED SUBDIVISIONS	15
3.6	FINAL PLAT REQUIREMENTS AND PROCEDURES.....	16
3.6.1	Information to be Provided with the Final Plat	16
3.6.2	certifications and acknowledgements to be provided with final plat.....	17
3.6.3	Additional Items to be Submitted with the Final Plat.....	19
3.6.4	Submittal Procedures for Final Plat	20
3.6.5	Expiration of Approved Final plat.....	22
3.7	SHORT FORM PLATS	22
3.8	FISCAL SECURITY FOR SUBDIVISION IMPROVEMENTS.....	23
3.8.1	Construction Bonds	24
3.8.2	Maintenance Bonds.....	25
3.8.3	Forms of Security	26
3.8.4	Collection of Security.....	27
3.8.5	Release of Security	28
3.9	SUBDIVISION PLATS WITH PRIVATE STREETS	29
3.10	CANCELLATION OF SUBDIVISION PLATS.....	31
3.11	REVISION OF SUBDIVISION PLATS	32
3.12	VARIANCE PROCEDURES	33
4.0	CONSTRUCTION PERMIT PROCEDURES	33
4.1	GENERAL	33

4.2	SUBDIVISION CONSTRUCTION PERMIT PROCEDURES	35
4.2.1	Subdivision Construction Plan elements	35
4.2.2	Subdivision Utility Design general Requirements	36
4.2.3	Subdivision Erosion & Sedimentation Control Requirements	36
4.2.4	Subdivision Construction Permit Submittal Requirements.....	36
4.2.5	Private Street Requirements.....	37
4.3	COMMERCIAL SITE CONSTRUCTION PERMIT PROCEDURES	38
4.3.1	Pre-Application Conference.....	38
4.3.2	Requirements for Commercial Site Construction Permit	38
4.3.3	Commercial Site Plan Exemptions	40
4.4	RESIDENTIAL CONSTRUCTION PERMIT.....	41
4.5	MANUFACTURED RENTAL HOME COMMUNITY STANDARDS	43
4.5.1	Plat Required.....	43
4.5.2	Construction Plans	43
4.5.3	Additional Requirements	43
4.6	WORK IN THE PUBLIC RIGHT-OF-WAY PERMIT PROCEDURES.....	43
4.7	FLOODPLAIN REVISION PROCEDURES	44
4.8	WAIVER PROCEDURES	44
5.0	OTHER DEVELOPMENT PROCEDURES.....	45
5.1	CONSTRUCTION INSPECTION PROCEDURES	45
5.2	PROCEDURES TO CONVERT PRIVATE STREETS TO PUBLIC STREETS...	47
5.3	PROCEDURE TO CANCEL AN EASEMENT OR RIGHT-OF-WAY	49
5.3.1	Other Cancellation Requests.....	49
6.0	FEES.....	50
7.0	SEVERABILITY	50
A.	APPENDIX A – SUBDIVISION LAYOUT REQUIREMENTS	51
A.1.	GENERAL REQUIREMENTS.....	51
A.2.	RURAL SUBDIVISIONS	52
A.3.	REQUIREMENTS FOR URBAN SUBDIVISIONS.....	53
A.4.	REQUIREMENTS FOR PRIVATE STREETS	54
A.5.	CONSERVATION SUBDIVISION INCENTIVES	56
A.6.	REQUIREMENTS FOR FLAG LOTS.....	56
B.	APPENDIX B – STREET DESIGN REQUIREMENTS.....	57
B.1.	STREET GEOMETRIC STANDARDS.....	57
B.2.	GENERAL STREET DESIGN REQUIREMENTS.....	57

B.3.	CURB/GUTTER STREET STANDARDS	60
B.4.	RURAL (SHOULDER-SECTION) STREET STANDARDS	61
B.5.	DESIGN OF PRIVATE GRAVEL ROADWAYS	61
B.6.	COUNTY AND STATE HIGHWAYS	62
B.7.	STREET NAMES AND STREET SIGNS	62
B.8.	PAVEMENT DESIGN	62
B.9.	MAJOR STRUCTURES AND BRIDGES	63
C.	APPENDIX C – WORK IN THE PUBLIC RIGHT-OF-WAY	63
C.1.	PERMIT REQUIREMENT FOR WORK IN THE PUBLIC RIGHT-OF-WAY	63
C.2.	REQUIREMENTS FOR DESIGN AND CONSTRUCTION OF DRIVEWAYS	65
D.	APPENDIX D – EASEMENTS AND RIGHT-OF-WAY REQUIREMENTS	67
E.	APPENDIX E – DRAINAGE DESIGN REQUIREMENTS	68
E.1.	DRAINAGE DESIGN GENERAL REQUIREMENTS	68
E.2.	DRAINAGE DESIGN CRITERIA	70
F.	APPENDIX F – EROSION AND SEDIMENT CONTROL REQUIREMENTS	74
G.	APPENDIX G – PROTECTION OF STREAMBANKS AND BLUFFS	75
G.1.	STREAM SETBACK REQUIREMENTS	75
G.2.	BLUFF PROTECTION	76
G.3.	EXEMPTIONS	76
G.4.	WAIVER	76
H.	APPENDIX H – FLOODPLAIN REVISION REQUIREMENTS	76

1.0 AUTHORITY

This Development Ordinance constitutes the rules governing subdivision and platting of property and the permitting of site and subdivision construction within the unincorporated areas of Caldwell County. It is intended to promote the health, safety, morals, and general welfare of the County and the safe, orderly, and healthful development of the unincorporated areas, these issues being hereby declared to be worthwhile public purposes and in the public interest. When in conflict with any previously enacted subdivision regulations for Caldwell County, these subdivision regulations shall control.

The ordinances and requirements described in this and the following chapters, articles and sections, shall constitute and be designated the "Caldwell County Development Ordinance" and may be so cited. This Caldwell County Development Ordinance is also herein referred to as "these Regulations." This ordinance regulates the development of property within the jurisdiction of Caldwell County, Texas under authority set forth in Texas statutes, including but not limited to:

A) Texas Local Government Code

- Chapter 232 – County Regulation of Subdivisions
- Chapter 242 – Authority of Municipality and County to Regulate Subdivisions In and Outside Municipality's Extraterritorial Jurisdiction
- Chapter 245 – Issuance of Local Permits

B) Texas Transportation Code

- Chapter 251 – General County Authority Relating to Roads and Bridges
- Chapter 252 – Systems of County Road Administration
- Chapter 253 – County Improvement of Subdivision Roads
- Chapter 254 – Drainage on Public Roads
- Chapter 255 – County Regulation of Sight Distances

C) This Development Ordinance has been approved by the Caldwell County Commissioners Court as a means of implementing County responsibilities described in the Texas statutes listed above and as required by other statutes applicable to counties. These responsibilities mandate that Caldwell County shall provide for the safety, health and welfare of the general public through its authority to:

- 1) Administer the orderly development of real property in accordance with the Texas Local Government Code and other applicable regulations;
- 2) Require that roadways and drainage facilities be arranged, designed, and built in a manner consistent with sound planning and engineering practices and established standards of construction;
- 3) Require that proposed development demonstrate the ability to provide adequate water and wastewater service and capacity;
- 4) Protect the County's natural resources in a manner compatible with sound development goals and practices;

-
- 5) Protect the citizens of Caldwell County from an unreasonable tax burden resulting from substandard design and construction of public infrastructure or inadequate funding for maintenance of public facilities;
 - 6) Require that the owner of the tract to be subdivided execute good and sufficient construction and maintenance bonds or alternative fiscal surety;
 - 7) Require that lot and block monumentation be set by an RPLS before recordation of the plat; and
 - 8) Support the orderly and coordinated development of real property within the extra-territorial jurisdiction of local municipalities.

Section 3.0 of this ordinance (Subdivision Platting Procedures) addresses procedures for Preliminary Plat approval, Final Platting, and for plat cancellation and revisions. Section 4.0 (Construction Permit Procedures) provides guidelines for obtaining a subdivision or site construction permit including construction plans requirements and construction inspection. Technical design specifications are found in the Appendices.

1.1 COORDINATION WITH OTHER JURISDICTIONS

All authority specifically provided to Caldwell County, or agreed to between Caldwell County and other local, state and/or federal agencies, shall be applied to the fullest extent. Specific platting and permitting requirements are subject to interlocal agreements which may exist for governing the extraterritorial jurisdictions surrounding incorporated cities within Caldwell County. In the event no interlocal agreement exists, all development must be approved by both the municipality and Caldwell County with final approval to be granted by the County. To the extent that ordinances conflict, the more stringent provisions shall prevail.

In addition to compliance with the subdivision regulations of Caldwell County and with municipalities having extraterritorial jurisdiction, the development and use of real property in Caldwell County may be subject to regulation by other jurisdictions including the Texas Commission on Environmental Quality (TCEQ), the U.S. Corps of Engineers, FEMA, U.S. EPA, U.S. Fish and Wildlife, and other County regulations.

1.2 ENFORCEMENT AND PENALTIES

- A) Section 232.005 of the Texas Local Government Code provides for the enforcement of State subdivision laws and portions of these regulations. Under Section 232.005, a person commits an offense if that person knowingly or intentionally violates certain requirements of these regulations, including the Platting and Engineering Guidelines incorporated as appendices. That offense is a Class B Misdemeanor as defined by the Texas Local Government Code, as amended.
- B) There exist many other required guidelines through additional State and Federal statutes and additional County regulations that constitute an offense in which penalty ranges include misdemeanors and felonies.
- C) Under Texas law, a person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense. Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.
- D) The Criminal District Attorney of Caldwell County, Texas, Attorney General, or other prosecuting attorney, shall have the power to enforce these Regulations, and any additional State and Federal statutes or

additional County regulations that constitute an offense, by filing an action in a court of competent jurisdiction to:

- 1) enjoin the violation or threatened violation of any requirement established or adopted in these Regulations by the Caldwell County Commissioners Court;
 - 2) recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by these Regulations;
 - 3) pursue any remedy authorized by State or federal law, including the remedies contained in Sections 232.0048, 232.0049, and 232.005 of the Texas Local Government Code, as amended; and / or
 - 4) prosecute criminal violations of these Regulations.
- E) No party shall file for record or have recorded in the official records of the County Clerk's office any plat of a subdivision or re-subdivision without first securing approval thereto by the Commissioners Court, in lawful, open session. Further, no party so subdividing or re-subdividing of any real estate shall use the subdivision's or re-subdivision's description in any deed of conveyance or contract of sale delivered to a purchaser unless and until said plat has been duly authorized as aforesaid and the plat has actually been filed for record with the Clerk of the County Court.
- F) All developers must comply with state and federal laws and regulations, and shall comply with Title VIII of the Civil Rights Act of 1968 (as amended), by not directly or indirectly discriminating on the basis of race, religion, sex, or national origin in lot marketing and advertising, the rendering of lot services, and requiring terms and conditions on lot sales and leases.

1.3 AUTHORITY OF THE COMMISSIONERS COURT

- A) The Commissioners Court may adopt rules of procedure to govern its actions taken under this ordinance. After public hearing, the Court may adopt rules that shall be consistent with the provisions of this ordinance and shall become effective upon being filed with the County Clerk.
- B) Decisions by the Commissioners Court concerning the specific interpretation of these regulations shall become a part of these regulations upon filing with the Office of the County Clerk.
- C) Disapproval of a plat by the Commissioners Court shall be deemed a refusal by the County concerning any responsibility for maintenance of any public infrastructure until the Court has entered an order accepting such improvements for maintenance.
- D) No County Employee shall enter a subdivision for the purpose of maintaining public infrastructure, unless and until such roads, utilities and drainage facilities have been installed as per approved plans, and such improvements have been accepted by the Commissioners Court.
- E) No person shall create a subdivision of land either by sale, or lease, or otherwise, within Caldwell County without complying with the provisions of these regulations, unless the Commissioners Court acknowledges that the division of land is exempt from platting as an "Exempted Subdivision."

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- F) In addition to any other remedy provided by law, the Commissioners Court shall have the right to enjoin any violation of these regulations by injunction issued by a court of competent jurisdiction.

2.0 DEFINITIONS

As used herein: "County" means Caldwell County, Texas; "Commissioners Court" means the Commissioners Court of Caldwell County, Texas; singular nouns and pronouns shall include the plural; and the masculine gender shall include the feminine gender where necessary for a correct meaning.

For the purpose of these Regulations, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section. All other words and terms shall have their usual force and meaning.

- ADT – Average Daily one-way Trips.
- Acceptance of Improvements – Upon successful completion of the performance period, the County will accept improvements designated for public maintenance into its roadway system.
- Alley — A right-of-way which is used only for secondary access to individual properties which have their primary access from an adjacent street or joint use access easement (JUAE) which has direct access to a public street.
- All-weather surface road — A street, road, or drive that is constructed with base material and has a hard surface to ensure access by ambulance, fire trucks, and other emergency vehicles under all weather conditions.
- Applicant — The owner, person or entity applying for any permit, approval, variance or waiver under this ordinance.
- Approval of Improvements - Upon successful completion of the construction of improvements as defined within this Ordinance, approval of those improvements will be acknowledged by the County and the performance period will begin.
- Bluff – Limited to a bluff with a vertical change in elevation in excess of 20 feet and an average gradient in excess of 33 percent.
- Building Line — A line beyond which buildings must be set back from the lot or property line.
- Chip Seal – A pavement surface treatment that combines layers of asphalt and fine aggregate. Also known as "two course surface treatment" or "asphaltic surface treatment".
- Collector Street — A street or road that collects traffic from other streets and serves as the most direct route to another collector, minor arterial, major arterial, or state highway.
- Commercial Site Construction – All construction, site grading, or addition of impervious cover on a parcel of land not otherwise exempted under this ordinance. The following are not considered commercial construction: single family residential; two-family (duplex); or three family (triplex) residential; garages, sheds, barns, swimming pools, gardens or other ancillary out-buildings associated with one to three family residences; conservation open space; barns or agriculture

structures not intended for common use by the public; or improvements to increase the agricultural value of property being used for agricultural purposes with fewer than 50 average-daily trips per day.

- Commissioners Court — The Caldwell County Commissioners Court; also referred to as the Court.
- County Commissioner - The elected Commissioner of a precinct in Caldwell County in which a subdivision or development is located, or the County Commissioner's designated agent.
- County Engineer – The Professional Engineer (PE) appointed by the Commissioners Court to that position or the County's designated agent or engineer employed by the county.
- County Representative — The designated agent or employee of the County appointed to review, inspect, administer or implement provisions of this and / or other County ordinances.
- County Review Coordinator – The designated agent or employee of the County appointed to perform administrative reviews and receive submittals under this ordinance.
- County Road — Any public road or street in which the County has a public interest and has been accepted for ~~maintainance~~ maintenance by the County and is not within the incorporated limits of a city and is not a state highway.
- Designated 100-year Floodplain — Any area adjacent to a stream or water course which, on the average, has a one percent (1%) chance of being inundated by flood waters in any given year; also referred to as the floodplain or Special Flood Hazard Area (SFHA).
- Developer – Any owner, or authorized agent thereof, engaging in subdivision of property, except as specifically exempted under this ordinance. Also referred to as Subdivider or Applicant.
- Development — Subdivision of real property, construction of roads and drainage improvements within a subdivision, commercial site construction or construction to alter an existing regulated floodplain.
- Development Agreement – A legally binding agreement entered into by a private party or entity and the County which delineates the conditions for a particular development wherein various concessions to the technical requirements of Development Ordinance may be made in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the best interest of both parties.
- Driveway — An access facility from a street or road for the use by the owners or others.
- Engineer — A person who is licensed by the State of Texas as a professional engineer to practice engineering; also referred to as a Professional Engineer (PE).
- Excavating — The mechanical removal of earth material.
- Exempted Subdivision — Those subdivisions of land that are exempted from platting requirements as provided in Section 232.0015 of the Texas Local Government Code.
- Extra-Territorial Jurisdiction (ETJ) — Land located outside of a City's ~~incoperated~~ incorporated limits over which the City has jurisdiction under Chapter 42 of the Texas Local Government Code.

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- Fill — Any act by which earth, sand, gravel, rock or similarly approved material is deposited, placed, pushed, pulled or transported to a place other than the place from which it is excavated and the materials so placed.
 - Final Plat — A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and prepared in conformance with any conditions of preliminary approval previously granted by the Commissioners Court.
 - Fiscal Security – A bond or funds deposited to secure the construction and performance of improvements required to support the street and drainage requirements related to a subdivision plat or site plan.
 - Flag Lot – A lot which has street frontage via a slender strip of land conforming to the subdivision layout requirements of this ordinance.
 - Flood Damage Prevention Ordinance — The set of rules approved by the Commissioners Court for the purpose of minimizing public and/or private losses due to flood conditions.
 - Floodway — The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
 - Improvements – Street and drainage construction as required by this Development Ordinance to support the functionality and safety of a proposed development.
 - Groundwater Conservation District – Any district or authority created under Chapter 35 of the Texas Water Code to regulate or manage groundwater.
 - HMAC – Hot Mix Asphaltic Concrete.
 - Industrial Street — A street or road intended primarily to serve traffic within an existing or proposed industrial development.
 - Inspector – Designee of the Commissioners Court charged with making applicable inspections under this ordinance.
 - Interlocal Agreement – Agreement between Caldwell County and a municipality drafted under the authority of House Bill 1445 defining the subdivision and construction permit review procedures and terms of the shared authority over land within the ETJ of the municipality.
 - Joint Use Access Easement (JUAE) – An agreement defining the terms and conditions related to the use of shared access driveways.
 - Lot — A single defined area of land, regardless of size, identified within a subdivision plat by a number.
 - Major Arterial — A major traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the county and to act as a principal connecting street with other county roads and state highways.
 - Manufactured Rental Home Community – A parcel of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease without a purchase option; for a term of less

than sixty (60) months, for the installation of manufactured homes for use and occupancy as residences.

- Minor Arterial — A significant traffic artery, carrying high volumes of traffic, more or less continuously, which is intended to connect remote parts of the county and to act as a connecting street with other county roads and state highways.
- Nonconforming Subdivision — A subdivision of land or a description of land for sale or resale that was platted or filed with the County Clerk prior to May 9, 1983 and which subdivision results in public access, but for which a plan or plat has not been authorized for recording or recorded by the Caldwell County Commissioners Court.
- Occupancy — To make use for residential, commercial, or industrial purposes.
- Onsite Sewage Facility (OSSF) – A wastewater system designed to treat and dispose of less than 5,000 gallons per day of effluent on the same property that produces the wastewater.
- Open Space – A land use which supports quality of life by limiting certain development or other activities on specific parcels. Natural open spaces include wooded areas, prairies, creeks and greenbelts which limit access. Limited development open spaces include parks, practice fields, detention facilities, floodways, non-structural agricultural uses (excludes large chicken barns, concentrated animal feeding operations, etc.), and similar uses with significant limits on impervious cover and vertical development. Open space specifically does not include golf courses.
- Organized Disposal System — Any public or private system for the collection, treatment and disposal of sewage operated in accordance with the terms and conditions of a permit from the Texas Water Development Board, Texas Commission on Environmental Quality, and the Texas Department of State Health Services.
- Original Tract of Land – A tract of land which existed in its current legal configuration prior to September 1, 1997.
- Parcel – A Lot or Tract of land
- Pavement — The road bearing surface layer, on a private or public road, consisting of concrete, asphalt concrete or two applications of asphalt material each covered with aggregate and generally designed for a twenty (20) year life expectancy.
- Performance Period – A two-year period which begins after County approval of the constructed improvements during which the improvements are evaluated for adequacy with respect to design and construction, and throughout which the Subdivider retains responsibility for maintenance. This period typically ends when either the County accepts the improvements for public maintenance or the Property Owners Association takes responsibility for private maintenance.
- Pre-application Conference — A meeting between the owner or his agent, the County Commissioner, and County staff (as deemed appropriate by the County Commissioner) to discuss a possible development or subdivision.
- Preliminary Plat — A map of a proposed subdivision illustrating the features of the development for review and preliminary approval by the Commissioners Court, but not suitable for recording in the County Records.

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- Private Street – A right-of-way or road designated for vehicular access to adjacent properties which has been recognized by the County via plat approval or other formal acknowledgement by Commissioners Court and has not been accepted by a public entity for maintenance.
 - Property Owners Association — A not-for-profit organization established for the purpose of owning and managing the common land or amenities of a property and whose documents have been accepted and/or approved by the County with membership in an association comprised of more than one property; also referred to as a Home Owners Association.
 - Public Street — A public right-of-way, however designated, dedicated, or acquired, which provides vehicular access to adjacent properties; also referred to as a county road, city street, or state highway.
 - QA/QC – Quality Assurance / Quality Control.
 - Private Gravel Roadway — A roadway that is designed for use by one hundred (100) or less vehicle trips per day determined by an engineering survey and approved by the County.
 - Registered Professional Land Surveyor (RPLS) — A person who is licensed to practice public surveying by the State of Texas; also referred to as a Professional Surveyor.
 - Revised Plat — An instrument used to revise or amend the division of land that has previously been approved as a Final Plat, by the Commissioners Court; also referred to as a revised subdivision.
 - Residential Structure – A structure that is manufactured or constructed to house a single family, two families (duplex) or three families (triplex).
 - Roadway — The vehicle travel surface, curbs, shoulders, drainageways, and other necessary items to transport persons, vehicles, or storm water generally located within a right-of-way.
 - Rural Subdivision — Any subdivision, including a phase of a Master Planned Subdivision that does not have any lots less than one (1) acre in area.
 - Shared Access Driveway — A driveway which provides access for at least two (2) lots but not more than four (4) lots through a “Joint Use Access Easement” filed with the County Clerk and is not intended to serve as a substitute for interior roads; also referred to as a Common Driveway.
 - Short Form Plat — A subdivision submitted for platting which meets specific conditions (Section 3.7) that may file for Final Plat for approval without necessitating prior approval of a Preliminary Plat and generally not requiring construction plans review.
 - Street Width — The shortest horizontal distance between the lines which delineate the right-of-way of the streets.
 - Stream Bank – The top of the natural slope above a stream where typical rain events deliver sheet flow from upstream areas and the local soils and vegetation have established conditions which resist extensive erosion.
 - Stubbed Out — A street terminated by a permanent or temporary turnaround sufficient for emergency vehicle use, ending adjacent to undeveloped property or acreage, and intended to be extended at such time as the adjacent undeveloped property or acreage is subdivided or developed.

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- Subdivider — Any owner or authorized agent thereof who is proposing to divide, or is currently dividing, land so as to constitute a subdivision according to the terms and provisions of these regulations; also referred to as developer; or applicant.
 - Subdivision — The division of any lot, tract, or parcel of land, within the unincorporated areas of Caldwell County, into two or more lots or sites for the purpose of public sale or building construction, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded. Subdivisions include those lots, tracts or parcels of land within Caldwell County which lie inside of an incorporated city or town's ETJ, and where regulatory authority is shared through an interlocal agreement.
 - TCEQ – Texas Commission on Environmental Quality.
 - TIA – Traffic Impact Assessment.
 - Tract — An undivided area of land described in the deed records by metes and bounds (written) and / or graphic description.
 - Urban Subdivision — Any subdivision, including a phase of a Master Planned Subdivision that does not have any lots less than one quarter (1/4) acres in area utilizing curb and gutter road section with underground storm sewers and served by a public water supply and a organized sewage collection system.
 - Watercourse — A natural or man-made channel through which stormwater flows.
 - Water District — Any district or authority created by authority of either Sections 52(b)(1) and (2), Article III, or Section 59, Article XVI, Texas Constitution, regardless of how created. This term includes but is not limited to a municipal utility district, a water control and improvement district, a water improvement district, a special utility district, and a fresh water supply district. The term does not include a groundwater conservation district regulated under Chapter 36 of the Texas Water Code.

3.0 SUBDIVISION PLATTING PROCEDURES

3.1 GENERAL

The owner of a tract of land that divides the tract in any manner other than those outlined as exempt in Section 3.3 below must have a plat of the subdivision prepared. The subdivision of a tract under this Section includes a subdivision of real property by any method of conveyance, including, but not limited to, a contract for deed, oral contract, contract of sale, fractional ownership division, or other type of executory contract, regardless of whether the subdivision is based on a metes and bounds description of lot boundaries. The Commissioners Court will not approve a Final Plat for subdivision of land unless it complies with all applicable requirements of the provisions of this Development Ordinance and other applicable rules and regulations. Nonconforming subdivisions shall comply with the requirements of the regulations in effect at the time of their approval or filing with the County Clerk.

3.2 PRE-APPLICATION CONFERENCE

A pre-application conference is mandatory for all subdivisions. The owner or agent shall contact the Precinct Commissioner(s) in whose Precinct(s) the proposed subdivision will occur. The Commissioner will schedule a pre-application conference with the applicant and appropriate County staff and reviewers. The owner or agent shall provide a sketch of the proposed subdivision showing general roadway patterns and lot configurations, drainageways, and existing utilities. It is highly encouraged, but not required, that the Applicant's surveyor and engineer attend the pre-application meeting and that the Applicant bring exhibit(s) showing the location of the proposed subdivision as well as sketches showing the conceptual division of property.— The County Commissioner and staff will meet with the owner or agent and will review the layout for compliance with general subdivision requirements including compliance with the County's transportation plans and other planning initiatives. The pre-application conference is for informational purposes only and shall not be construed in any way as a formal approval or commitment by the County.

3.3 EXCEPTIONS TO PLATTING REQUIREMENTS

Pursuant to Sections 232.010, 232.101, and 232.107 of the Texas Local Government Code, the Commissioners Court may allow conveyance of portions of one or more parcels by metes and bounds description without revising any associated plat, provided said conveyance does not violate, amend, remove, or attempt to violate, amend or remove, any covenants or restrictions.

3.3.1 REQUIREMENTS FOR EXEMPTED SUBDIVISIONS

A) The County will not require a plat for:

- 1) family land grants wherein the property is divided into four or fewer lots and is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Texas Local Government Code. This exemption requires the following:
 - a) all proposed parcels must have access to an existing public state roadway, County Road, or Private Street.

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- b) development on the property must comply with minimum required setbacks from water wells and septic systems, if applicable.
 - c) a signed affidavit in a form acceptable to the County must be provided attesting to the familial relationship.
 - d) a restrictive covenant shall be recorded with the deed prohibiting a secondary sale or further subdivision of the property for a period of five (5) years without a requirement for compliance with this Development Ordinances.

NOTE: The Commissioners Court will consider hardship variances allowing for the removal of this restriction from the property prior to the five year expiration on a case-by-case basis.

- 2) an Original Tract of Land (a tract of land which existed in its current deeded configuration prior to September 1, 1997);
- 3) a manufactured home rental community, as provided in Section 232.007(C) of the Texas Local Government Code, provided that such developments shall be subject to minimum infrastructure standards which have been established by the County, or are as specified in Section 4.5 and the appendices to this ordinance;
- 4) a judicial partition under a final judgment;
- 5) an acquisition by a governmental or other entity with powers of eminent domain by condemnation proceedings, dedication, or contract and conveyance in lieu of condemnation; or
- 6) a subdivision outside the incorporated limits of a municipality, or a municipality's ETJ, that does not lay out streets, roads (public or private), alleys, squares, parks, or other areas intended to be dedicated to the public use or for the use of purchasers or owners of lots fronting on or adjacent to those areas, provided that all of the divided land:
 - a) is to be used primarily for agricultural use as defined by Section 1-d, Article III, Texas Constitution, or for farm, ranch, wildlife management, or timber production use, as defined by Section 1-d, Article III, Texas Constitution;
 - b) consists of lots of more than 10 acres in area;
 - c) is sold to a veteran through the Veteran's Land Board program;
 - d) belongs to the state or any state agency, board, or commission or the permanent school fund or any other dedicated funds of the state; or
 - e) is transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract.
- 7) The lots are sold to adjoining landowners and the owner does not lay out part of the tract described by Section 232.001(a)(3).
- 8) one new part is to be retained by the owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of this chapter.

B) If a proposed division of land meets one of the criteria for an exception to the requirement of platting, at the request of the owner(s) of the land, the County Engineer will issue a letter to the Owner(s) acknowledging

the exception in order to facilitate the issuance of permits and approvals by the County or other jurisdictions that are required for the development of or construction of improvements on the land. Prior to issuing the letter, the County Engineer may require certification or documentation that the criteria for the exception are satisfied. If the County Engineer feels that an Exemption Letter is not justified, then the exemption matter shall be sent to the Commissioners Court for determination.

- C) Even if a particular division of land is not subject to the requirement of platting, aspects of the development and sale of the land will be subject to the following:
- 1) The applicable portions of the County's current ordinances and development permit procedures including but not limited to rules for driveway permits, OSSF, floodplain hazard management, and 9-1-1 addressing.
 - 2) All tracts must have fifty (50) feet frontage on a state roadway, County Road, or Private Street~~---~~.
 - 3) Restrictive Covenants imposed on the land if imposed by the Owners.

3.4 PRELIMINARY PLAT REQUIREMENTS

- A) A Preliminary Plat must be submitted as part of an application for approval ~~of a Final Plat~~ for any multi-lot or phased subdivision and for any subdivision proposing new streets. Approval of the Preliminary Plat is a necessary precedent to approval of the Final Plat.
- B) An application for approval of a Preliminary Plat shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed subdivision is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Preliminary Plat must be submitted concurrently to both the County and any other governmental entity with platting jurisdiction.
- C) The application for approval of a Preliminary Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. ~~If the application is incomplete, the County will notify the Owner within ten (10) business days regarding information or documents that are lacking. The County Engineer will schedule a monthly periodic application intake meetings during which applications will be reviewed for completeness or acceptance.~~ If the application is complete, the County will notify the Owner or representative at the meeting that the ~~and~~ and the County's technical review process will begin. If the application is incomplete, it will be returned to the owner or representative at the conclusion of the meeting with a list of deficiencies. An incomplete application for a Preliminary Plat shall be conclusively deemed to be withdrawn if the Owner does not provide the documents or other missing information within forty five (45) calendar days after the County has notified the Owner of the missing documents or information.
- D) An administratively complete application for a Preliminary Plat will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Preliminary Plat is determined to be non-compliant, it will be returned to the Owner with comments within ~~ten thirty (1030)~~ calendar days ~~for of~~ the initial submittal ~~and within fourteen (14) calendar days for subsequent submittals.~~ Applicants are expected to respond to comments within ~~ten seven fourteen (10714)~~ calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to all technical comments within ~~fifteen ten forty five (15045)~~ days of being notified of technical deficiencies. The Preliminary Plat will then be

placed on the agenda for consideration by the Commissioners Court at a date no more than thirty (30) days from the date of the acceptance of a complete application. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion. A Preliminary Plat and a Final Plat may not be submitted concurrently ~~if prior approval is obtained from the County Commissioner.~~

~~E) At least fourteen (14) calendar days prior to the approval of a Preliminary Plat by Commissioners Court, the applicant shall also post a sign visible from the nearest major roadway(s) adjacent to the project notifying the public of a pending application for subdivision. The format for the sign shall be as specified by Caldwell County.~~

~~F) E) The County Commissioners Court will approve or disapprove a Preliminary Plat application and notify the Owner of the result within thirtysixty (3060) calendar days after receiving an application determined by the County to be administratively ~~and technically~~ complete. The Commissioners Court, at its sole discretion, may approve, deny, or approve with conditions. Applications that have not satisfactorily addressed all technical comments, at least seventy-two (72) hours prior to the Commissioners Court meeting to consider the Preliminary Plat application, will be disapproved. If the application is disapproved, the County will provide a written list of the reasons for disapproval.~~

3.4.1 INFORMATION PROVIDED WITH THE PRELIMINARY PLAT

- A) Preliminary Plats for tracts of less than 100 acres shall be drawn at a scale of 1"=100'. Preliminary Plats for tracts greater than 100 acres may be drawn at a scale of 1"=200' with approval from the County Engineer. For Preliminary Plats the minimum acceptable sheet size is 18" x 24"; the maximum acceptable size is 24" x 36". Preliminary Plat submittals shall contain the following information:
- 1) The date of submittal or the date of last revision, scale and north arrow, and a location map oriented with north to the top of the drawing.
 - 2) The name, address, and phone number of the Owner, the primary contact person, the Engineer, and the Surveyor; in place of the seal and signature of the Engineer and / or Surveyor the Preliminary Plat shall include the following note: "Preliminary. This document shall not be recorded for any purposes."
 - 3) A unique subdivision name. The official name of the subdivision shall not begin with the words "A", "An", "The", or "Replat of".
 - 4) The location of existing property boundary lines.
 - 5) The width and location of platted streets and/or alleys within or adjacent to the property.
 - 6) The location of City Limits and Extra-Territorial Jurisdiction (ETJ) boundaries for incorporated areas.
 - 7) The location of existing utilities within the subdivision boundary.
 - 8) The total acreage, number of lots, size of individual lots, and sequential and logical identification of lots by lot and block number.
 - 9) Identification of proposed land uses other than single family residential.
 - 10) The names, locations, width, and dimensions (to nearest foot) of proposed streets, roads, lots, alleys, drainage easements, public utility easements, parks, and other lots provided for public use.

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- 11) Adjacent property boundaries and owner's names, including deed references to unsubdivided tracts as available from current tax records, and lot, block, and recording information for adjacent recorded subdivisions.
 - 12) Indication of the proposed public or private nature of the streets shall be indicated. If private streets are proposed, the streets must be labeled "Private Street, Drainage and Public Utility Easement" and must be described and platted by lot and block.
 - 13) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
- B) Preliminary Plat applications shall be accompanied by the Preliminary Engineering Plan showing the general arrangement of infrastructure and drainage. The maximum acceptable sheet size for Preliminary Engineering Plans is 24" x 36". Preliminary Engineering Plan submittals shall contain the following information:
- 1) Topographic contour lines at one (1') foot or two (2') foot intervals with sufficient accuracy to permit the planning of drainage, streets, and other proposed improvements. Contour lines at greater intervals in steep areas will be acceptable subject to approval by the County Engineer. Datum and data sources must be noted on the plan.
 - 2) A drainage plan drawn at a scale with no less definition than provided in the Preliminary Engineering Plan and including stormwater channel alignments with drainage structures, drainage easements with course and distance of centerlines and boundaries, lot lines, street layout, proposed inlets, culverts, roadside ditches, channel sections and sideslopes, bridges, channel improvements, levees or berms, and fill areas. The limits of the 100-year floodplain shall be depicted including the width of overflow and backwater at roadways.
 - 3) If the subdivision intends to utilize a water distribution, wastewater collection or recycled water system, plans shall be included indicating the typical assignment and trench details, preliminary pipe sizes and alignments, any lift stations / pump stations / etc, and any connection points to adjacent properties or existing roadways.
- C) Preliminary Plat applications shall be accompanied by an Engineering Summary Report. The summary report shall be signed and sealed by the Professional Engineer responsible for the Preliminary Engineering Plan and shall address the following:
- 1) Proposed drainage systems including an engineering drainage report to support all drainage designs with complete computations provided in an orderly manner and clearly stated assumptions and design basis.
 - 2) If any revision to a FEMA Flood Insurance Study is required, a detailed discussion of the character the changes to the floodplain.
 - 3) Specification of Groundwater Districts with jurisdictional authority and a discussion of applicable rules and constraints associated with protection of local groundwaters.
 - 4) If proposed streets are to be privately owned, specification of the proposed means for collecting dues from associated property owners; or for providing property tax assessments sufficient to support annual maintenance costs and to support a sinking fund for long term street rehabilitation.

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- 5) If individual, private, onsite wastewater disposal facilities are to be used, preliminary written approval for use of these systems must be provided from the regulatory agencies in Caldwell County responsible for review of onsite waste disposal facilities.
 - 6) If water and/or wastewater services are to be provided by a municipality, corporation, or district, confirmation from the municipality, corporation, or district by certified letter or affidavit of a willingness to serve the proposed development including assurance that sufficient water and/or wastewater capacity is available.

3.4.2 PREVIOUSLY APPROVED PRELIMINARY PLAT

When a Preliminary Plat is submitted for property covered all or in part by a previously approved and still valid Preliminary Plat, the later Preliminary Plat shall include all property covered by the previously approved Preliminary Plat which has not been Final Platted. The approval of such later Preliminary Plat shall supersede and render void the previous Preliminary Plat approval; however, the Court may allow the later Preliminary Plat to cover less than all of the property covered by the previously approved Preliminary Plat if the Court finds that the later Preliminary Plat does not substantially impair the orderly planning of roads, utilities, drainage and other public facilities.

3.4.3 EXPIRATION OF APPROVED PRELIMINARY PLAT

Commissioners Court approval of a Preliminary Plat shall expire two (2) years after the date of approval unless a Final Plat is submitted for all or part of the area covered by the Preliminary Plat. The Commissioners Court may grant six-month extensions for a total of up to one (1) additional year for submittal of a Final Plat, provided the subdivider requests such extension in writing showing good cause and does so at least thirty (30) days prior to the expiration date. Granting of an extension may be predicated upon the subdivider agreeing to comply with conditions of new or updated regulations, or other items as the Court may deem appropriate, as a condition of the extension.

3.5 PROCEDURES FOR PHASED SUBDIVISIONS

- A) If less than the entire Original Tract is being subdivided and platted, the County will require the Owner to enter into a Phasing Agreement with the County to provide for the orderly administration of the subdivision process and the subsequent platting of the balance of the tract. The Phasing Agreement must be approved by the Commissioners Court concurrently with approval of the first Preliminary Plat.
- B) When a subdivision is platted and developed in phases, each individual phase must stand alone and be capable of functioning independently with respect to utilities, drainage, flood detention and access.
- C) When a subdivision is to be platted as a phased and related development, a Master Development Plan shall be submitted with the Preliminary Plat of the first portion to be subdivided. The Master Development Plan is considered a non-binding planning tool and a source of planning information for the County. It shall include the following information:
 - 1) The boundaries of the entire development with the locations of adjacent platted subdivisions and adjoining unplatted property including the names of the record owners of each tract.
 - 2) The proposed phasing plan including the boundaries of each individual phase and the proposed sequential order for platting.

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- 3) The location, width and names of all existing or platted streets or public rights-of-way and all existing easements within and adjacent to the development.
 - 4) The layout and width of proposed arterials, thoroughfares and collector streets, and the general configuration of proposed streets and alleys.
 - 5) The general arrangement and designations of land uses with specification of any sites designated for special use (e.g., for parks, open space, detention, or other public facilities).
 - 6) The approximate location of the boundary of the existing and proposed 100-year floodplain and the location and width of drainage easements, channels, creeks and water courses within the development.
 - 7) The location of proposed drainage courses and of any necessary offsite drainage improvements.

3.6 FINAL PLAT REQUIREMENTS AND PROCEDURES

- A) The Final Plat is a legal document defining the physical configuration and rules governing development and operation of a Subdivision. The Final Plat shall be approved and recorded prior to the sale of any subdivision lots, or commencement of any construction activities on the proposed lots created by the plat. The Final Plat may not be approved, or submitted, prior to approval of the Preliminary Plat ~~but may be filed concurrently with the Preliminary Plat subject to approval by the County Engineer and the County Commissioner.~~
- B) Where construction of subdivision infrastructure is required (examples: new streets, waterlines, wastewater collection or treatment systems, or drainage improvements are necessary), ~~the~~ Final Plat shall not be submitted ~~concurrently with the~~ until the County Engineer approves the subdivision construction plans. The Final Plat shall not be recorded prior to a) construction of the required public improvements in a manner sufficient to satisfy County infrastructure design requirements; or b) posting with the County of fiscal security for the construction of public improvements as specified in this ordinance.

3.6.1 INFORMATION TO BE PROVIDED WITH THE FINAL PLAT

Following approval of the Preliminary Plat, the Final Plat shall be submitted to the County for final review. The subdivision name must be prominently displayed on each sheet. Information to be provided with the Final Plat shall include the following information:

- A) The date, subdivision name, scale, location map, north arrow and, on all sheets, the sheet number. The Final Plat shall be 18" x 24" or 24" x 36" and printed on Mylar sheets or non-smearing coated inkjet vellum. It shall be legibly printed in black ink, and it shall utilize a scale of 1"=100' or less. Any Final Plat's deemed to be illegible, misleading, or that may result in illegible or misleading copies when reproduced, will be rejected.
- B) The names of adjoining subdivisions with adjoining streets, blocks, and lots, and ownership of adjoining properties, including appropriate public filing data.

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- C) Streets names, street boundaries, lot boundaries, and an alphanumeric designation and description for lots (including open spaces) in accordance with a systematic arrangement for identifying lot parcels. Lot and block numbers must be systematically and sequentially arranged. All proposed streets must be named and the names approved in writing by the appropriate regulatory agencies.
 - D) All existing and proposed easements properly indicated and labeled. Existing easements must reference the holder of the easement and recording information. All drainage easements must be shown in accordance with the approved Preliminary Plat.
 - E) Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street right-of-way line, lot line, block line, and easement line, whether curved or straight. This shall include the radius, arc, and chord distance and bearing for lot, street and easement lines.
 - F) The location of permanent monuments and control points, sufficient to physically mark the location corners, points of intersection, points of curvature, and points of tangency of all subdivision parcels. Lot corners, block corners, curve points, angle points and un-found perimeter boundary corners shall be marked with a physical monument. All monuments shall be set by an RPLS and shall be set at sufficient depth to retain a stable and distinctive location. All monuments shall be of sufficient size to withstand the deteriorating forces of nature and shall be of such material that in the land surveyor's judgment will best achieve this goal. One boundary corner shall be marked with a concrete monument, unless a concrete monument exists on an adjacent platted subdivision within 1,300 feet of the proposed plat. Permanent markers along boundary lines may be spaced not more than 1,300 feet apart.
 - G) One or more benchmarks referenced to a recognized elevation datum shall be placed as permanent monuments in subdivisions which contain the regulatory 100-year flood boundary. The distance between bench marks in these subdivisions shall not exceed twenty-five hundred feet (2,500') for areas affected by the 100-year floodplain.
 - H) Identification of proposed and permitted land uses other than single family residential.
 - I) The legal description of the property proposed to be subdivided including acreage, name of the County survey and abstract number, a reference to the approximate distance to the nearest corner of the original survey of which the subdivision is a part and survey ties across existing street rights-of-way to verify right-of-way widths.
 - J) For any lot shown on a subdivision Final Plat containing, or within three hundred (300') feet of, a floodplain, a note on the plat requiring that the lowest finished floor of any habitable structure built on that lot shall be at least two (2') feet above the "100-year flood" level as determined by a Professional Engineer or as shown on FEMA FIRM maps. Any structure built within this zone shall have an elevation certificate prepared by a Professional Engineer or an RPLS.

3.6.2 CERTIFICATIONS AND ACKNOWLEDGEMENTS TO BE PROVIDED WITH FINAL PLAT

The following certifications and acknowledgements shall appear on the Final Plat:

- A) A preamble or statement signed and acknowledged by the current owner(s) of record, dedicating streets, alleys, easements, parks and other open spaces to public use. Where private streets are proposed, the

owner shall dedicate such facilities to the use of the owners of lots in the subdivision, utilities providing services to the subdivision, emergency services providers, public service agencies, and a homeowners association for perpetual maintenance. The preamble must also state the acreage subdivided out of each original survey. In addition, a complete mailing address shall be shown beneath the signature of the owner(s).

- B) Certification by the RPLS to the effect that the plat represents a true and accurate survey made by the surveyor, that all the necessary survey monuments are correctly show thereon, and that it complies with all survey requirements of this ordinance.
- C) Where necessary, pursuant to the provisions of an interlocal agreement, the signatures of the Chairman and Secretary of the Planning Commission and of the Director of Planning or authorized official of a city with extra-territorial jurisdiction attesting approval of the plat.
- D) For subdivision within the platting jurisdiction of another governmental entity, the signatures of the appropriate officials or engineer shall be provided on the plat.
- E) Certification by a Professional Engineer shall be provided indicating that the plat satisfies the engineering requirements of these regulations.
- F) Certification for signature by the County Clerk indicating the date of Order, and the cabinet and page number of the minutes of the Commissioners Court recording the Order authorizing the filing of the plat.
- G) Certification for signature by the County Clerk attesting to the date and fact of filing for record and also the date, time and fact of recording, and book and page of record in the Plat Records of Caldwell County.
- H) For subdivision with Private Streets, an acknowledgement that: "It is understood that on approval of this plat by the Commissioners Court of Caldwell County, Texas, the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner, Home Owners / Property Owners Association, and/or applicant of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Caldwell County, Texas. The Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith." See Sections 3.9 and 4.2.5 and Appendix A.4 for additional acknowledgements that may be required for private streets.
- I) For subdivisions with Public Streets, an acknowledgement that: "The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage Improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s)' obligation to construct the Improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County or the private Improvements have been constructed and are performing to County Standards."

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- J) A-If applicable, a statement indicating that: "The County is not responsible for maintenance of parks, open space, or drainage easements unless otherwise agreed to by the Commissioners Court."
 - K) A statement indicating that: "No lot in this subdivision shall be occupied until connected to a municipal water distribution system or an approved onsite water well."
 - L) If the subdivision is not to be served immediately by a sewage collection system connected to an approved private community disposal facility, or to a public sewer system, and if disposal of domestic sewage through a private individual sewage disposal system has been approved by the appropriate local authority for each lot, the plat shall contain a restriction prohibiting occupancy of any lot until such private individual sewage disposal system has been installed, inspected, and permitted in accordance with the rules and regulations of the Texas Department of State Health Services and/or the Texas Commission on Environmental Quality, and the appropriate local authority.
 - M) If applicable, rReference to any covenants or restrictions imposed on the land by volume and page of Caldwell County Real Property Records.
 - N) If lots will be served by OSSF, a certification by the Engineer or licensed sanitarian that lot(s) or sites serviced by individual sewage disposal system(s) satisfy State and County requirements for septic systems or that alternative organized disposal systems will be required.

3.6.3 ADDITIONAL ITEMS TO BE SUBMITTED WITH THE FINAL PLAT

The following additional items shall be provided to the County with the Final Plat:

- A) Detailed and complete construction plans for all proposed subdivision improvements including but not limited to streets, drainage, and water and wastewater utility system improvements. These documents shall bear the seal and signature of a Professional Engineer licensed to practice in the State of Texas.
- B) If water and/or wastewater service is to be provided by a private water supply and/or wastewater collection and disposal entity authorized by the appropriate state regulatory body(ies), the applicant shall submit copies of all pertinent authorization documents including copies of construction plans and specifications reviewed and approved by the regulatory entity(ies). This documentation shall include plans for continuous operation and maintenance of the proposed system(s).
- C) If water and/or wastewater services are to be provided by a municipality, public corporation or district established under Texas law, a written statement from the authorized officials of the municipality, corporation, or district to the effect that sufficient water and/or wastewater capacity is available for lots in the development and that satisfactory fiscal arrangements have been made with the municipality, corporation, or district for construction of the facilities in the subdivision by the Subdivider or that the necessary facilities will be constructed by the municipality, corporation, or district as development progresses.
- D) If water is to be provided by private water wells, a copy of the water availability study prepared in accordance with TCEQ guidelines.

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- E) If wastewater is to be provided by an onsite sewage facility (OSSF), copies of feasibility reports prepared in accordance with Title 30 of the Texas Administrative Code Chapter 285, TCEQ and other Caldwell County regulations pertaining to OSSF.
 - F) Fiscal security in accordance with Section 3.8.
 - G) Certified documents from all utility and/or service companies who may serve the subdivision (water, wastewater, electric power, telephone, gas, etc.) confirming intent to serve and the type, availability and capacity of the service available to the subdivision.
 - H) A draft of any proposed legal restrictions and covenants to be imposed on the subdivision.
 - I) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
 - J) Survey closure information for the tract boundary, rights-of-way, blocks, and lots.
 - K) Subdivisions developed with private streets, parks, open space or other shared common amenities shall have a mandatory property / home owners' association or be part of an Improvement District (such as a Municipal Utility District, Road District or Public Improvement District) which includes all property and lots served by the private streets, parks, open space and / or shared amenities. The association or district shall own and be responsible for the maintenance of private streets and appurtenances. The association or district shall provide a plan demonstrating financial responsibility for maintenance and emergency repair of the private street improvements utilizing dues, assessments, maintenance bonds, insurance, etc. The association or district shall have a dedicated "sinking fund" and associated anticipated schedule for major renovations / rehabilitation of the shared facilities. The by-laws or incorporation documents of the entity shall include the requirement to annually submit copies to the County Review Coordinator of its financials, including income statement and balance sheet and other information as may be necessary to demonstrate financial responsibility for ongoing maintenance of the shared facilities. For subdivisions with private roads, the applicant shall provide "seed" money to the entity in its sinking fund for road maintenance of at least 5% of the cost of the street construction cost. The applicable association or district documents shall be reviewed and approved by the County Engineer and the County's Attorney to ensure that they conform to these and other applicable County rules and regulations. The documents shall be filed of record at the County prior to final plat approval in order to ensure that there is an entity in place for long-term maintenance of private streets and appurtenances. The association or district may not be dissolved without the prior written consent of the County. No portion of these documents pertaining to the maintenance of private streets and alleys, and assessments therefore, may be amended without the written consent of the County. The County will not assist in enforcing deed restrictions nor collecting of dues, assessments or taxes.

3.6.4 SUBMITTAL PROCEDURES FOR FINAL PLAT

- A) An application for approval of a Final Plat shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed subdivision is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Final Plat must be submitted concurrently to both the County and any other governmental entity with platting jurisdiction.

B) ~~The~~ The application for approval of a Final Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. The County ~~will schedule a monthly~~ Engineer will schedule periodic application intake meetings during which applications will be reviewed for completeness, then or acceptance. If the application is complete, the County will notify the Owner or representative at the meeting ~~and that~~ the County's technical review process will begin. If the application is incomplete, it will be returned to the owner or representative at the conclusion of the meeting with a list of deficiencies. ~~application for approval of a Final Plat will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. If the application is incomplete, the County will notify the Owner within ten (10) business days regarding information or documents that are lacking. If the application is complete, the County will notify the Owner and the County's technical review process will begin. An incomplete application for a Final Plat shall be conclusively deemed to be withdrawn if the Owner does not provide the documents or other missing information within forty five (45) calendar days after the County has notified the Owner of the missing documents or information.~~

C) An administratively complete application for a Final Plat will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Final Plat is determined to be non-compliant, it will be returned to the Owner with comments within ten (10) calendar days ~~for~~ of the initial submittal. Applicants are expected to respond to comments within seven (7) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to all technical comments within ten (10) days of being notified of technical deficiencies. The Final Plat will then be placed on the agenda for consideration by the Commissioners Court at a date no more than thirty (30) days from the date of the acceptance of a complete application. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion. A Preliminary Plat and a Final Plat may not be submitted concurrently.

~~C) An An administratively complete application for a Final Plat will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Final Plat is determined to be non-compliant, it will be returned to the Owner with comments within ten (10) calendar days for the initial submittal. Applicants are expected to respond to comments within ten (10) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to technical comments within fifteen (15) days of being notified of technical deficiencies. The Final Plat will then be placed on the agenda for consideration by the Commissioners Court at a date no more than thirty (30) days from the date of the acceptance of a complete application. Applicants failing to satisfactorily address comments will be asked to reimburse the County. A Preliminary Plat and a Final Plat may be submitted concurrently if prior approval is obtained from the County Commissioner. administratively complete application for a Final Plat will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Final Plat is determined to be non-compliant, it will be returned to the Owner with comments within thirty (30) calendar days for the initial submittal and within fourteen (14) calendar days for subsequent submittals. Applicants are expected to respond to comments within fourteen (14) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to technical comments within forty five (45) days of being notified of technical deficiencies. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of~~

~~additional review or have their application rejected at the Courts discretion. A Preliminary Plat and a Final Plat may be submitted concurrently if prior approval is obtained from the County Commissioner.~~

~~D) At least fourteen (14) calendar days prior to the approval of a Final Plat by Commissioners Court, the applicant shall also post a sign visible from the nearest major roadway(s) adjacent to the project notifying the public of a pending application for subdivision. The applicant shall provide the sign in the format specified by the County.~~

~~D) The County Commissioners Court will approve or disapprove a Final Plat application and notify the Owner of the result within thirty (30) calendar days after receiving an application determined by the County to be administratively complete. The Commissioners Court, at its sole discretion, may approve, deny, or approve with conditions. Applications that have not satisfactorily addressed all technical comments at least seventy-two (72) hours prior to the Commissioners Court meeting to consider the Final Plat application will be disapproved. If the application is disapproved, the County will provide a written list of the reasons for disapproval.~~

~~E) The County Commissioners Court will approve or disapprove a Final Plat application and notify the Owner of the result within thirty (30) calendar days after receiving an application determined by the County to be administratively and technically complete. The Commissioners Court, at its sole discretion, may approve, deny, or approve with conditions. If the application is disapproved, the County will provide a written list of the reasons for disapproval. The County Commissioners Court will approve or disapprove a Final Plat application and notify the Owner of the result within sixty (60) days after receiving an application determined by the County to be administratively and technically complete. The Commissioners Court, at its sole discretion, may extend the sixty (60) day period for final action if requested in writing by the Owner and approved by the Court. If the application is disapproved, the County will provide a written list of the reasons for disapproval.~~

~~F) E) If the Final Plat application contains property currently within an existing recorded subdivision, see Sections 3.10 through 3.11 for cancellation and revision of plat procedures. A Final Plat must incorporate all the provisions of any Preliminary Plat for the property that has previously received approval from the Commissioners Court. If changes are necessary, the approved Preliminary Plat must be revised, unless the entire tract is being final platted.~~

3.6.5 EXPIRATION OF APPROVED FINAL PLAT

Commissioners Court approval of a Final Plat shall expire two (2) years after the date of approval if the Final Plat is not recorded. Upon written request from the subdivider showing good cause at least thirty (30) days prior to the Final Plat approval expiration, the Commissioners Court, at its sole discretion, may grant an extension. Extension may be predicated upon the subdivider agreeing to comply with conditions of new or updated regulations or other items as the Court may deem appropriate as a condition of the extension.

3.7 SHORT FORM PLATS

A) A Short Form Plat is a Final Plat that:

- 1) Consists of four (4) or fewer lots;
- 2) does not require the dedication of new streets; and

3) ~~does not require stormwater detention facilities at the time of platting. Situations that do not require stormwater detention facilities at the time a short form plat is approved:~~

~~a) Plats of 4 lots or less that are a minimum of one-acre in size, restricted to one single family residences. Such lots shall be restricted by plat note from installation of greater than 20% impervious cover and from further subdivision. OR~~

~~3) b) Plats of 4 lots or less that are designated by plat note for commercial development, requires detention facilities but the detention facilities are appropriate to be constructed at the time of subsequent commercial site development. In this case, a plat note shall be included stipulating that Commercial Development Permit including stormwater detention will be provided at the time of site development in accordance with the applicable ordinances in effect at the time of development prior to development or clearing of the lot.~~

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B) Inside the ETJ of a municipality, a short form plat shall follow the provisions of the interlocal agreement. If there is no interlocal agreement, the Short Form Plat must be submitted concurrently to all applicable jurisdictions.

C) Each lot must abut a state roadway, County Road, or Private Street ~~or Road~~ of adequate right-of-way and construction and be situated such that no additional streets are necessary to meet the County requirements.

D) A Preliminary Plat is not required for a Short Form Plat.

E) If the Short Form Plat application contains property currently within an existing recorded subdivision, see Section 3.10 and 3.11 of these regulations for cancellation and revision procedures.

F) Refer to Section 3.6 for Plat Requirements. Exception: ~~The notice requirements under 3.6.4(D) for Short Form Plats are five (5) calendar days. Only the following items from Section 3.6.3 are applicable to Short Form Plats: 3.6.3.D, 3.6.3.G, 3.6.3.I, and 3.6.3.J.~~

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3.8 FISCAL SECURITY FOR SUBDIVISION IMPROVEMENTS

A) Fiscal Security is a financial commitment provided to the County to ensure that the infrastructure required to support the associated subdivision will be constructed. In approving the creation of new lots, the County will require that appropriate fiscal be posted prior to recordation of the plat unless the applicant elects to have the plat held in abeyance and to construct the improvement prior to recordation. This portion of the Code is framed recognizing that the County considers the standard form for fiscal security for the construction and performance period to be a surety bond. Alternate forms of security may be accepted by the County as long as the financial instrument and associated security agreement satisfy the above requirements.

B) Construction Security – In order to assure that the streets, alleys, drainageways and other public improvements are constructed in a timely manner and in accordance with civil design specifications, the owner of the subdivision shall file a Construction Bond, executed by a Surety Company authorized to do business in the State of Texas, and made payable to the County Judge of Caldwell County, Texas in the amount of one hundred and ten percent (110%) of the cost of construction.

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- C) Performance Period Security – In order to guarantee that streets, alleys, drainageways and other public improvements were properly constructed and have been maintained in good condition for two (2) years following completion of construction activities, the owner/developer shall file a Maintenance Bond executed by a Surety Company authorized to do business in Texas, and made payable to the County Judge of Caldwell County, Texas in an amount no less than ten percent (10%) of the construction cost of the improvements.
- D) Fiscal security for construction must be filed with the County prior to approval of a subdivision plat for recording, or prior to the commencement of construction, and must be maintained throughout the time of the construction of the Improvements if no Security is in place at that time. Fiscal security for the performance period must be filed with the County prior to commencement of the performance period and shall be maintained throughout the performance period. If any form of fiscal security is scheduled to expire prior to the end of the activity it secures, the County will take any action required to get the fiscal extended by the Owner or the County will collect the funds from the Surety per 3.8.4 and hold them in trust until the activity being secured is completed. If the Security for a recorded Subdivision should expire before construction of the Improvements has been completed, it shall be re-posted by the party responsible for the construction of such Improvements before construction continues.
- E) Construction and maintenance bonds shall provide that, should these bonds be unenforceable as a statutory bond, the obligees shall be bound by their contract as a common law obligation.
- F) In approving a Final Plat, the Court may order that the plat be held in abeyance and not filed or recorded until the Owner has:
- submitted construction security or completed construction of the required improvements and provided a Maintenance Bond for the performance period; and
 - provided proof that the Final Plat has been approved by any other governmental entity with platting or other jurisdictional authority; and
 - met any other prerequisites set by the Court.
- G) Upon approval by the Court and determination that any prerequisites for filing have all been met, the Final Plat will be filed of record in the Plat Records of Caldwell County, along with any applicable covenants and/or restrictions, at the Owner's expense. If it is determined that any prerequisites for filing have not been met or if any other governmental entity with jurisdictional authority requires changes to the plat as it was previously approved by the Court, the court may reconsider the application and approve modifications, or the Court may withdraw its previous approval.

3.8.1 CONSTRUCTION BONDS

- A) The amount of the construction bond shall not exceed the estimated cost of construction of the streets, alleys, drainageways and other public improvements, or other maximum amount subsequently established by the State of Texas. The estimate will be based on construction plans which are acceptable to the County and current costs for such work which has been developed by the County from City, County, and State bid results and from information provided by local suppliers.

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- B) Construction surety bonds to be filed with the County Judge shall be provided in a form approved by the County prior to the approval of a subdivision plat for recording, or shall be provided as directed by the County Engineer if no plat is filed.
 - C) The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States and if it is licensed to write such bonds in the State of Texas.
 - D) The Construction Bond shall require that the owner of the subdivision will begin construction of streets, alleys, drainageways and other public improvements shown on the subdivision plat, or otherwise located, as soon as possible after the date of approval of the plat by the Commissioners Court, or as directed, and shall diligently complete such construction in accordance with County standards and specifications within a period agreed to between the owner and the County Representative, not to exceed two years.
 - E) The Construction Bond shall remain in full force and in effect until all streets, alleys, drainageways, and other public improvements in the subdivision have been completed to the satisfaction of the County Representative and the County Commissioner or his agent, and the obligation has been released by official action of the Commissioners Court.
 - F) In the event any or all of the streets, alleys, drainage facilities or other public improvements are not completed, and if the Contractor or Owner refuses to correct defects called to his attention in writing by the County Representative, the unfinished improvements shall be completed at the cost and expense of obligees as provided below in Section 3.8.4.
 - G) The construction period may be extended by mutual agreement of the Commissioners Court and Developer provided this extended agreement includes an increase in the bond amount to cover cost increases accrued since the date of the original agreement.

3.8.2 MAINTENANCE BONDS

- A) The Owner shall provide a Maintenance Bond as security against damages or defective work which may occur or be identified during the two-year performance period which begins after approval of the public improvements. The Maintenance Bond will bind the Owner or contractor to maintain the newly constructed facilities and to correct any defects in materials, workmanship (including utility backfills), or design inadequacies, or damages, which may be discovered within the two-year performance period.
- B) The subdivision will not begin the required two-year performance period until such bond or bonds are furnished and approved by the County. The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States and if it is licensed to write such bonds in the State of Texas.
- C) The Owner must correct or cause the Contractor to correct at his/her own expense, damages or defects due to improper construction or maintenance within 30 days after receiving written notice of such defects from the County. If the Owner fails or refuses to correct such defects within the 30-day period, or to provide acceptable assurance that such work will be completed within a reasonable time thereafter, Caldwell County may elect to correct or cause to be corrected any such damages or defects, charging any and all incurred expenses against the maintenance bond.

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- D) Security shall be released by official action of the Commissioners Court if the project exists in a good state of operation and repair which meets County Standards for the period of two (2) years from the date of official release of Construction Security.
- E) Periodic inspection of all streets and alleys for which Maintenance Security is held will be made by the County Representative during the period of liability covered by the Maintenance Bond; and, in the event any or all of the streets, alleys, drainageways and other public improvements are not being properly maintained, the owner will be so advised in writing and if, after a reasonable time, he fails or refuses to perform proper maintenance of streets, alleys, drainageways and other public improvements, they shall then be maintained at the cost and expense of obligees as provided below.

3.8.3 FORMS OF SECURITY

The following forms of security are considered acceptable for insuring a Developer's promise to properly construct and maintain streets, alleys, drainage facilities and other public improvements in a subdivision in Caldwell County:

A) Surety Bond

- Construction and Maintenance Bonds are considered to be the standard form of fiscal security for subdivision improvements in Caldwell County and they shall meet the requirements of this Section when used.

B) Cash Deposit.

- The offer of cash in lieu of Bond shall be accompanied by a Cash Security Agreement signed by the Developer or his agent. On the date that the Commissioners Court approves Cash Security in lieu of Bond, the County Judge shall sign the agreement and copies shall go to the Developer, to official records, and to the County Treasurer.
- The conditions of the Cash Security Agreement are as stated on the forms provided by the County. The general conditions of the Cash Security Agreement are the same as those stated for the Construction and Maintenance Bonds.
- The Cash Security Agreement shall be provided in a form approved by the County.

C) Letter of Credit

- The County, at its sole discretion, may accept a Letter of Credit as fiscal security for the construction of improvements and/or the subsequent performance period.
- The offer of Letter of Credit in lieu of Bond shall be accompanied by a Letter of Credit Security Agreement signed by the Developer or his agent. On the date that the Commissioners Court approves a Letter of Credit Security in lieu of Bond, the County Judge shall sign the agreement and copies shall go to the Developer, to official records, and to the County Treasurer.
- The conditions of the Letter of Credit Security Agreement are as stated on the forms provided by the County. The general conditions of the Letter of Credit Security Agreement are the same as those stated for the Construction and Maintenance Bonds.

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- The Letter of Credit Security Agreement shall be provided in a form approved by the County.

3.8.4 COLLECTION OF SECURITY

- A) The construction security will remain in full force and in effect until all public Improvements have been approved and are performing to County standards at the end of the construction period. The maintenance security will remain in full force and in effect until all public improvements have passed inspection and have been approved for acceptance by the County at the end of the performance period.
- B) In the event any or all of the Improvements fail to meet County standards and the Owner fails or refuses to correct defects or damage called to his attention in writing by the County, the County may collect the security to complete the improvements. The County Judge is authorized to execute notices of intent to collect on posted Security without the necessity of Commissioners Court action, but the Court must authorize the collection of the Security.
- C) Recovery on construction and maintenance bonds shall not be limited or exhausted by one or more recoveries of less than the total amount of such bonds.
- D) The County may draw upon any security posted under this agreement upon the occurrence of one or more of the following events:
- 1) The failure of the subdivider to construct or complete the Improvements to applicable County Standards;
 - 2) The subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
 - 3) The acquisition of the property or a portion of the property by the issuer of the security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
 - 4) The arrangement by the Commissioners Court for the completion of one or more of the Improvements;
or
 - 5) The determination by the Commissioners Court that the completion of one or more of the public improvements is in the public interest.
- E) The collection on Security and the implementation of construction to complete necessary improvements to the extent possible with the resulting funds does not constitute acceptance of the improvements for maintenance. The County is not a subdivision developer and, if it undertakes the performance of such construction through a third party contractor, the County is acting as a third party trustee on behalf of the public.
- F) Request for collection of securities must be approved by the Commissioners Court and signed by the County Judge and, in the case of collection for construction, only after it has been determined that failure to complete construction, extend the security instrument's period of coverage, or correct deficiencies is not due to weather, acts of God, strikes or other reasons beyond the Developer's control.

3.8.5 RELEASE OF SECURITY

- A) Substantial completion shall be defined as the date ten (10) days prior to the date that, in the opinion of the Owner or his/her consulting engineer, all work will be finished. On this date, the Owner will: (1) notify the Inspector in writing that the work has been substantially completed; (2) request a list of any unfinished work to be completed in said 10 days; and (3) require his/her consulting engineer to prepare and forward a Construction Summary Report to the County, which is required for advance preparation of the County Approval of Construction Letter.
- B) Within four (4) working days after the Owner has given the Inspector written notice that the work has been substantially completed, the Inspector will review the work and a report will be prepared for the Owner with copies provided to the Owner's consulting engineer and the contractor. This report will include: (1) any remaining items discovered which do not comply with the construction documents; (2) County requirements not completed; and (3) any other items required for the issuance of the Approval of Construction Letter.
- C) A construction approval meeting will be held at the site of the work and at a time agreed to by the County Representative and the Owner. The Owner will invite contractors to the meeting as appropriate and will invite attendance by the Owner's consulting engineer. An Approval of Construction Letter will be issued by the County within five (5) days of the onsite meeting if all items listed below in this Section are in order. If there are exceptions, a Letter of Exception will be issued instead with reasons stated for the exceptions. An Approval of Construction Letter will then be issued when the exceptions are cleared. The Approval of Construction Letter will be issued contingent upon the following documents being supplied to the County:
- 1) A Construction Summary Report.
 - 2) Owner's consulting engineer's concurrence letter.
 - 3) Reproducible construction plans, certified as "Record Drawings", by the Owner's consulting engineer.
 - 4) The Bond or bonds for the one-year performance period for public Improvements.
 - 5) If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision.
- D) After the Approval of Construction Letter has been issued, the public streets and drainage will be accepted by the Commissioners Court and the construction will be monitored by the County for the two year performance period. If damages, failures, or defects appear, the Owner will be notified to make corrections.
- E) In addition to the contractor's two-year warranty on construction, Developers of proposed roadways which will not be maintained by the County, including private roads, shall demonstrate financial responsibility for street and drainage infrastructure by providing proof of the following:
- 1) escrowed funds totaling, or insurance covering, 10% of the construction cost for emergency repairs; and,
 - 2) mechanisms for collecting dues from associated property owners; or property tax assessments established and sufficient to support annual maintenance costs and to support a sinking fund for street rehabilitation.

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- F) In lieu of leaving 10% of the fiscal security in place for the performance period, the Owner may submit a maintenance bond in a total sum of 10% of the cost of the construction of the public Improvements guaranteeing the work and warranties. The subdivision will not begin the required two-year performance period until such bond or bonds are furnished and approved by the County. The surety company underwriting the bond(s) will be acceptable if it is listed in the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States, and if it is licensed to write such bonds in the State of Texas.
- G) After the Approval of Construction Letter has been issued, the streets and drainage will be accepted by the Commissioners Court and the Improvements will be monitored by the County during the two-year performance period. If failures or damages appear, the Owner will be notified to make corrections. Upon expiration of the two-year performance period, and if no damages or defects have been identified and reported to the Owner by the County Representative, the County will release the maintenance bond.
- H) The County Representative shall notify the Commissioners Court of the satisfactory construction and maintenance (during the performance period) of public and private improvements. The Commissioners Court may then authorize accepting public improvements for permanent County maintenance. Upon acceptance of the public improvements, the County will fully release all posted security for public improvements. Upon approval of private improvements at the end of the performance period, the County will fully release the security for the private improvements and will cause to be issued a release statement, signed by the County Judge, releasing the owner and surety from further obligation under the maintenance bond.
- I) Sections or phases of subdivisions must be completed in their entirety, excluding sidewalks. No allowances will be made for accepting partially completed sections or phases without the approval of a variance from the Commissioners Court.

3.9 SUBDIVISION PLATS WITH PRIVATE STREETS

- A) Subdivisions having private streets may be established only under the terms set forth in this ordinance, and pursuant to any other ordinances or guidelines for private street developments as may be adopted for use by the County either as part of this ordinance or as separate ordinances or policies. All private streets shall be designed and constructed in accordance with the County's standards for publicly dedicated streets. The term "private street" shall be inclusive of alleys, if such are to be provided within the subdivision.
- B) Private streets shall be permitted only within a subdivision satisfying all of the following criteria:
- 1) The streets to be restricted to private use are not intended for regional or local through traffic circulation.
 - 2) The subdivision is located in an area that is surrounded on at least three (3) sides, meaning at least seventy-five percent (75%) of the perimeter, by natural barriers, such as creeks, floodplains, steep topological slopes, geologic formations or wildlife preserves, or by similar barriers created by man, such as a golf course or linear park (non-qualifying barriers would include screening walls, roadways, man-made drainage ditches or berms, utility easements and rights-of-way).

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- 3) The subdivision is not located adjacent to an existing or approved public street subdivision that can be reasonably connected, even though the street connection would require construction of a bridge or culvert (in that instance, the two subdivisions shall be connected as public street subdivisions unless the bridge or culvert would be so expensive as to be impractical or unfeasible).
 - 4) A mandatory property owners' (homeowners') association, which includes all property to be served by the private streets, will be formed.
 - 5) The subdivision conforms to any other special guidelines for private street developments as may be approved separately by the County.
- C) Roads or streets that are shown on the County's Thoroughfare or Transportation Plans such as highways, major or minor thoroughfares, arterials, or collectors, shall not be used, maintained or constructed as private streets.
 - D) A private street subdivision shall not cross or interfere with an existing or future collector or arterial street.
 - E) The County may deny the creation of any private street if, at its sole discretion, the County determines the private street would negatively affect traffic circulation on public streets; would impair access to the subject or adjacent property; would impair access to or from public facilities including schools or parks; or would cause possible delays in the response time of emergency vehicles.
 - F) Layout requirements for subdivisions with private streets can be found in Appendix A.4.
 - G) The County shall not pay for any portion of the cost of constructing or maintaining a private street.
 - H) Applications for subdivisions with private streets must include the same plans and engineering information required for public streets and utilities. County requirements pertaining to review and approval of improvements shall apply, and fees charged for these services shall also apply. The County may periodically inspect private streets, and may request any repairs necessary to ensure efficient emergency access and to protect the public health, safety, convenience and welfare.
 - I) A site plan showing the design and location of all proposed access restricted entrances shall be submitted for review by the County Engineer, along with the engineering plans for the subdivision, and must be approved by the County along with approval of the Preliminary Plat.
 - J) The subdivision final plat shall include the acknowledgement provided in Section 3.6.2(H).
 - K) The subdivision final plat, property deeds and property owners' association documents shall note that certain County services may not be provided for private street subdivisions. Among the services which will not be provided are: routine law enforcement patrols, enforcement of traffic and parking regulations, and preparation of accident reports.
 - L) On the subdivision final plat shall be language whereby the property owners' association or district, as owner of the private streets and appurtenances, agrees to release, indemnify, defend and hold harmless the County, any other governmental entity, and any public utility entity for damages to private streets that may be occasioned by the reasonable use of the private streets by same, or for damages and injury (including death) arising from the condition of the private streets, use of access gates or cross-arms, or use of the subdivision by the County or any other governmental or utility entity.

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- M) Property owners' association documents or district by-laws, as applicable, shall reference Section 5.2(A) and shall contain provisions that describe how the association or district may make application to the County to accept private streets and any associated property as public streets and right-of-way. The association documents shall also provide for the County's right to assess the property owners for the cost of remediation of improvements whether a voluntary or involuntary conversion to public right-of-way is pursued under this ordinance.

3.10 CANCELLATION OF SUBDIVISION PLATS

- A) This Section applies only to real property located outside municipalities and their ETJ as defined in the Texas Local Government Code. Properties within a municipality's ETJ shall follow the applicable interlocal agreement if one exists. If there is no interlocal agreement in place, cancellations of plats within the ETJ of a municipality must be approved by both the municipality and the County.
- B) A person owning real property that has been legally platted into lots or blocks may apply to the Commissioners Court to cancel all or part of the subdivision, including cancellation of dedicated easements or rights-of-way within the subdivision or portion thereof to be canceled. If the Commissioners Court determines that the cancellation of all or part of the subdivision does not interfere with the established rights of any purchaser who owns any part of the subdivision, or it is shown that the purchaser agrees to the cancellation, the Commissioners Court shall authorize the owner of the subdivision to file an instrument canceling the subdivision in whole or in part. If the cancellation is approved, the property will be re-established as acreage tracts as it existed prior to subdivision. Notice of the proposed subdivision cancellation shall be published in the local newspaper at least 21 days prior to the public hearing held at a regular Commissioners Court meeting. In the event the cancellation is being done to facilitate a replat, the replat will be processed simultaneously with the cancellation action. The following documentation is required to be submitted for review prior to placing the request on the Commissioners Court agenda:
- 1) Copies of the plat to be canceled. If only a partial cancellation is being requested, the lots, blocks, and/or right-of-way to be canceled must be delineated.
 - 2) Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
 - 3) Copies of the current owner's deed(s) for the area to be canceled.
 - 4) A request for cancellation.
 - a) If the request is for cancellation of the entire subdivision, a copy of the cancellation document must be provided showing the notarized signature of all the owners of the lots or blocks in the subdivision.
 - b) If the request is for only a portion of the original plat, the document must reflect the notarized signature of at least 75% of the owners of the original lots in the subdivision, phase, or identifiable part. However, if the owners of at least 10% of the original lots file written objection to the cancellation with the Court, the granting of an order of cancellation is at the discretion of the Court.
 - 5) In the case of utility easement or rights-of-way cancellation, letters from utility providers either stating that the release of the easements and/or rights of way will not create a limitation on area service, or specifying areas to be retained for easements.

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- 6) Certification of public notice at least 21 days prior to the court hearing.
 - C) The Caldwell County Clerk shall write legibly on the cancelled plat the word "Cancelled" and shall enter on the plat a reference to the volume and page at which the cancelling instrument is recorded. On the execution and recording of the cancelling instrument, the cancelled plat has no effect.

3.11 REVISION OF SUBDIVISION PLATS

- A) This Section applies only to real property located outside municipalities and their ETJ as defined in the Texas Local Government Code. Properties within a municipality's ETJ shall follow the applicable interlocal agreement if one exists. If there is no interlocal agreement in place, revision of plats within the ETJ of a municipality must be approved by both the County and municipality under the municipality's established rules for replatting without vacating or amending subdivision plats.
- B) A person who has subdivided land that is subject to the subdivision controls of the County may apply in writing to the Commissioners Court for permission to revise the subdivision plat filed for record with the County Clerk.
- C) After the application is filed with the Commissioners Court, the Court shall publish a notice of the application in a newspaper of general circulation in the County. The notice must include a statement of the time and place at which the Court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 30th day and ends on the 7th day before the date of the meeting. If all or part of the subdivided tract has been sold to nondeveloper owners, the Court shall also give notice to each of those owners by certified or registered mail, return receipt requested, at the owner's address.
- D) The following documentation must be submitted for review prior to placing the request on the Commissioners Court's agenda:
 - 1) Copies of the plat proposed to be revised, with a delineation of any partial revisions.
 - 2) Current ownership information for the subdivision.
 - 3) An agreement, if any, signed by lot owners who may be affected by the revision.
- E) The Commissioners Court shall adopt an order to permit the revision of the subdivision plat, if it is shown to the Court that:
 - 1) the revision will not interfere with the established rights of any owner of a part of the subdivided land;
or
 - 2) each owner whose rights may be interfered with has agreed to the revision.
- F) If the Commissioners Court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the County Clerk a revised plat or part of a plat that indicates the changes made to the original plat.

3.12 VARIANCE PROCEDURES

- A) The Commissioners Court may grant a variance from these regulations if an applicant requests the variance in writing and finds that, because of special circumstances applicable to the property involved, a strict application denies such property of privileges or safety enjoyed by other similarly situated property with similarly timed development. Where such conditions are found, the variance permitted shall be the minimum departure from the terms of this regulation necessary to avoid such deprivation of privileges and to facilitate a reasonable use.
- B) The Commissioners Court may not grant a variance if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development, or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the adoption date of these regulations.
- C) The Commissioners Court reserves the right to require that granting of a variance shall be contingent upon the recordation / codification of special conditions and requirements as identified and stipulated by the Court.
- D) No variance shall be granted regarding bonding.

E) All variances must be based on the general intent of these regulations and deemed to be in the public interest or of negligible negative impact to the public interest.

~~E)F) When variances are required to the standards or procedures of this ordinance, they shall be submitted and approved prior to submitting an application under this ordinance.~~

4.0 CONSTRUCTION PERMIT PROCEDURES

4.1 GENERAL

- A) In order to insure safe and proper engineering design of streets, driveways, utilities and drainage systems, construction drawings and specifications, prepared and certified by a Professional Engineer licensed to practice in the State of Texas, shall be submitted for review, and a construction permit issued, prior to commencement of land clearing and construction for subdivision or site construction located in Caldwell County.
- B) Design specifications for commercial site and subdivision projects shall conform to acceptable and usual engineering design practice and the requirements specified in the appendices to this document.
- C) For design elements not defined by this Ordinance or other Caldwell County regulations: Subdivisions may be designed using AASHTO (American Association of State Highway and Transportation Officials) Design Criteria, TxDOT Roadway Design Criteria, or criteria adopted by a municipality if that criteria is more stringent than County Standards. Other County approved design and construction guidelines include, but are not limited to: ACI (American Concrete Institute); AASHTO "A Policy and Geometric Design of Highways and Streets", 1990; AASHTO "Standard Specifications for Highway Bridges", 1996; AASHTO "Roadside Design Guide"; Institute of Transportation Engineers "Guidelines for Urban Major Street Design"

Texas Accessibility Standards, as adopted by the Texas Commission on Licensing and Regulation; TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges; the Texas Manual on Uniform Traffic Control Devices; and TxDOT Operations and Procedures Manual. Refer to the appendices for drainage design guidelines. Additional Design Guidelines may be approved by the County on a case-by-case basis.

- D) Construction plans for subdivision streets and drainage improvements, commercial site construction, manufactured rental home communities, work in the public right-of-way, or construction to alter an existing floodplain shall be submitted to the County Engineer for approval. No construction activity may begin prior to County approval of construction plans.
- E) Construction Permits issued are valid for two (2) years or until construction is complete, whichever comes first. At the discretion of the Commissioners Court a single extension for a period of one (1) year may be granted without re-application if 1) the plan for construction has not changed, 2) the applicant can demonstrate that they have made reasonable attempts to construct the improvements and 3) the applicant can demonstrate that they have a reasonable expectation of completing the construction in the additional time granted.
- F) A copy of the approved Construction Permit shall be posted on site for the duration of construction activities covered under the permit. The posting shall be visible from the nearest major roadway(s) adjacent to the development.
- G) Submittal Procedure:
- An application for approval of a Construction Permit shall be submitted to the County by the record Owner or by the duly authorized agent of the Owner. If the proposed construction is located within the ETJ of a municipality, it shall follow the provisions of the approved interlocal agreement, if one exists. If an interlocal agreement does not exist, the Construction Permit must be submitted concurrently to both the County and any other governmental entity with jurisdiction.

- The application for approval of a Construction Permit will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. The County- Engineer will schedule periodic a monthly application intake meetings during which applications will be reviewed for completion-or-acceptance. If the application is complete, the County will notify the Owner or representative at the meeting that the County's technical review process will begin. If the application is incomplete, it will be returned to the owner or representative at the conclusion of the meeting with a list of deficiencies.
- An administratively complete application for a Construction Permit will be reviewed by the County Engineer for technical and/or regulatory compliance. If the Construction Permit is determined to be non-compliant, it will be returned to the Owner with comments within ~~fifteen~~(45)10 calendar days for the initial submittal. Applicants are expected to respond to comments within ~~seven~~ (49)7 calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Owner is unable to provide a response to technical comments within ~~twelve~~ten (10)12 days of being notified of technical deficiencies. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the Courts discretion.— will be reviewed by the County for completeness under the applicable requirements and procedures of these Standards. The County will notify the Owner within ten (10)

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~~business days regarding information or documents that are lacking. An incomplete application shall be conclusively deemed to be withdrawn if the Owner does not provide the documents or other missing information within forty-five (45) calendar days after the County has notified the Owner of the missing documents or information. Upon acceptance by the County that the application is complete, the County will review the application for compliance with these Standards.~~

- The County Engineer will approve or deny the Construction Permit within 30 days of accepting a complete application. If an application is denied, the applicant will be provided with a written list of the reasons for disapproval.
- ~~An administratively complete application will be reviewed by the County Engineer for technical and/or regulatory non-compliance. If an application is determined to be non-compliant, it will be returned to the Owner with comments within thirty (30) calendar days for the initial submittal and within fourteen (14) calendar days for subsequent submittals. Applicants are expected to respond to comments within fourteen (14) calendar days or provide notice to the County why they are unable to respond promptly and when a response is anticipated. An application may be conclusively deemed to be withdrawn if the Applicant is unable to provide a response to technical comments within forty five (45) days of being notified of technical deficiencies. Applicants failing to satisfactorily address comments after two rounds of review will be asked to reimburse the County for the cost of additional review or have their application rejected at the County Engineer's discretion.~~

4.2 SUBDIVISION CONSTRUCTION PERMIT PROCEDURES

4.2.1 SUBDIVISION CONSTRUCTION PLAN ELEMENTS

Subdivision construction plans shall require the following information and formatting:

- A) Plans shall contain a signature block for approval by the County in addition to all other typical information found on construction plans and all other data necessary for construction. The County Engineer must approve language provided in the General Notes and Special Notes.
- B) Plans shall contain a print of the subdivision plat reduced to a size and a scale divisible by ten (10) to conform to the scales of construction drawings.
- C) Design details for the construction of streets and drainage facilities shall conform to the requirements of these regulations and shall be of a scale ratio no less defined than one inch to fifty feet (1' = 50') horizontal and one inch to five feet (1' = 5') vertical. Existing ground line and finished grade profiles shall be shown at the centerline of the right-of-way. Street cross-sections including road shoulders and ditch lines shall be provided at intervals no greater than 100 feet.
- D) Typical cross-sections shall be provided for roadway sections having similar drainage and/or traffic carrying requirements.
- E) All existing and proposed drainage and utility appurtenances shall be shown in plan and profile;
- F) Plans for the installation of storm sewer and sanitary sewer shall show the horizontal alignments and grades in both plan and profile.

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- G) The location and installation of utilities within drainage easements shall be allowed only when no other practical alternative exists. A separate utility easement, outside that required for the floodway, shall be provided wherever possible.

4.2.2 SUBDIVISION UTILITY DESIGN GENERAL REQUIREMENTS

- A) Plans for the installation of sanitary sewer lines, water lines, electric lines, gas lines or any other similar underground service line are required to be approved by the entity providing the proposed service and by the governmental agency(ies) having appropriate jurisdictional authority (Texas Commission on Environmental Quality, Guadalupe Blanco River Authority (GBRA), Lower Colorado River Authority (LCRA), water district, etc.).
- B) After review and approval by the service provider, and before approval of subdivision construction plans by the County, approved utility plans shall be submitted to the County for final approval of system location and alignment; depth of cover; type and method of backfill; restoration of surfaces after installation; location of valves, controls or manholes; and other features projecting to the surface which can be expected to affect public roadways and ROW.
- C) Plans showing the lines and grades in both plan and profile are required for the installation of water line in excess of twelve inches (12") in diameter. Smaller lines may be shown in plan view only if typical details are provided which clearly indicate the depth of the water line under streets, drainage ditch and culvert flowlines, and the horizontal location and depths of other utilities.
- D) Plans for the installation of storm sewer and sanitary sewer lines shall show alignments and grades in both plan and profile.
- E) Location and installation of utilities within a drainage easement shall be allowed only when no other practical alternative exists. A separate public utility easement, outside that required for the floodway, shall be provided wherever possible.

4.2.3 SUBDIVISION EROSION & SEDIMENTATION CONTROL REQUIREMENTS

Temporary erosion and sediment controls shall be provided for all subdivision construction activity sufficient to capture and control construction phase sediment loads and to prevent siltation of downstream waterways. Permanent erosion and sediment controls shall be provided sufficient to permanently stabilize all disturbed areas, prevent erosion in channels and at drainage structure outfalls during high flow events, and protect the integrity of structural improvements. Erosion and sediment control requirements for subdivision are presented in Appendix F.

4.2.4 SUBDIVISION CONSTRUCTION PERMIT SUBMITTAL REQUIREMENTS

A construction permit application for subdivision projects may be submitted to the County Review Coordinator during normal office hours. Applications for subdivision construction must be accompanied by:

- A) one set of the consulting engineer's construction drawings for streets, drainage, water, wastewater, and other required civil design elements.

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- B) one copy of the geotechnical report establishing pavement design standards based on AASHTO pavement thickness design for a full 20-year life.
 - C) a plan outlining QA/QC activities needed to monitor the construction process and confirm that the permitted improvements meet the design criteria.
 - D) The Engineer's Opinion of Probable Cost signed and sealed by the engineer of record for street, drainage and utility improvements including estimated quantities, unit prices, and contingencies.
 - E) An engineer's summary letter outlining the nature of the project and any requests for the use of other standards from the design standards with justification for such applications.
 - F) A traffic impact analysis for developments that generate traffic volumes in excess of 2,000 vehicle trips per day.

4.2.5 PRIVATE STREET REQUIREMENTS

Private streets will be permitted through the same process as public streets but have additional requirements as follows:

- A) In addition to the street names, the Lot and/or Block information associated with the private streets shall be shown on the construction plans.
- B) The permit application shall include a copy of the documents establishing the property owners association and identifying the prescribed terms and acknowledgements as outlined in this ordinance.
- C) The permit application shall include a copy of the association's or district's Court approved plan demonstrating private financial responsibility for maintenance and emergency repair of the private street improvements utilizing dues, assessments, maintenance bonds, insurance, etc. as set forth in Section 3.9 (E).

4.3 COMMERCIAL SITE CONSTRUCTION PERMIT PROCEDURES

A commercial site construction permit is required for development and construction or alteration of improvements on any lot for any use other than single family residential, two-family (duplex), or three family (triplex) residential. Except as provided in Section 4.3.3 below, a site plan must be approved and released before: a) a person may change the use of property; or b) a person may develop property.

4.3.1 PRE-APPLICATION CONFERENCE

A pre-application conference is mandatory for all commercial site plan permits. The owner or agent shall contact the Precinct Commissioner(s) in whose Precinct(s) the proposed construction is to occur. The Commissioner will schedule a pre-application conference with the applicant and appropriate County staff and reviewers. The owner or agent shall provide:

- a copy of the recorded final plat, if a legally subdivided lot, OR a copy of the metes and bounds description and accompanying surveyors sketch for acreage tracts.
- a sketch or rendering of the proposed development showing adjacent roadways; adjacent land uses; floodplain; existing creeks, streams, and areas of concentrated stormwater flow; conceptual layout of site buildings, parking, detention and fencing; and existing utilities.

It is highly encouraged, but not required, that the Applicant's engineer attend the pre-application meeting and that the Applicant bring exhibit(s) showing the location of the proposed construction as well as sketches showing the conceptual development plan for the property. The County Commissioner and staff will meet with the owner or agent and will review proposal for compliance with requirements of County ordinances and transportation or infrastructure plans. The pre-application conference is for informational purposes only and shall not be construed in any way as a formal approval or commitment by the County.

4.3.2 REQUIREMENTS FOR COMMERCIAL SITE CONSTRUCTION PERMIT

For all Commercial Site Construction, the parcel for which the permit is required must be an Original Tract or a legally platted lot through Caldwell County Commissioners Court or be exempt from platting under provisions of this ordinance or the Texas Local Government Code.

Commercial Site Construction permit applications shall be accompanied by construction drawings and specifications prepared and certified by a Professional Engineer licensed to practice in the State of Texas. Site construction drawings shall be submitted for review, and a construction permit issued, prior to commencement of land clearing and construction for commercial site projects. Design specifications for site construction projects in Caldwell County shall conform to design requirements specified in the appendices to this document. Site Construction Permit applications shall be accompanied by:

A) An engineer's summary letter outlining the nature of the project and any requests for the use of alternative design standards with justification for such applications.

A)B) Proof of Texas Accessibility Standards (TAS) registration with the Texas Department of Licensing and Registration (TDLR) or proof of the projects exemption from TAS registration.

~~B)C)~~ A copy of the deed or other officially recorded documentation establishing ownership of the property.

~~C)D)~~ Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.

~~D)E)~~ If the site construction includes addition of or expansion structures that generate wastewater and is to be served by an on-site sewage facility (OSSF), the site construction application shall be accompanied by an OSSF application. Applications for the site construction and OSSF permits will be processed concurrently. In cases where the OSSF is existing and adequate to serve the planned improvements, a letter from the Director of Sanitation confirming the adequacy of the existing system to meet the demands of the planned improvements may be substituted.

~~E)F)~~ If the site construction includes a new driveway or improvement of an existing driveway, or if it alters the intensity of the site use so as to bring into question the adequacy of the existing driveway under this ordinance, the site construction permit shall be accompanied by a driveway permit application. Applications for the site construction and driveway permits will be reviewed concurrently.

~~F)G)~~ An estimate of probable cost for all phases of proposed construction prepared by the architect or engineer bearing the signature and seal of the responsible professional.

~~G)H)~~ If the development is located in or within 300 feet of a floodplain, the first finished floor elevation of any proposed habitable structures must be two (2) feet above the adjoining base flood elevation and the following must accompany the permit:

- a) base flood elevation of the floodplain(s) (an Elevation Certificate will be required).
- b) the elevation of the lowest existing floor as determined by a Professional Engineer or an RPLS.
- c) proposed elevation of the improvements.

~~H)I)~~ A traffic impact analysis for site development projects that generate traffic volumes in excess of 1,000 vehicles trips per day.

~~I)J)~~ Proof of potable water service in the form of 1) receipt for paid impact / meter fees from the applicable water supplier, 2) water bill, OR 3) copy of drillers log for private water well. 4) an engineered or certified rainwater collection system.

~~J)K)~~ An Engineering Summary Report. The summary report shall be signed and sealed by the responsible Professional Engineer and shall address the following topics:

- 1) An engineering drainage report to support all drainage designs including complete computations provided in an orderly manner with clearly stated assumptions and design basis.
- 2) If any revision to a FEMA Flood Insurance Study is required, discussion of the character of the changes and the reasons requiring map revision shall be provided.
- 3) Specification of the source of water and wastewater service including copies of relevant service letters and other necessary approvals.

~~K)L)~~ Construction plans conforming to the following:

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- 1) Cover Sheet showing name, address and phone numbers for the record Owner, proposed project name, location map, sheet index, certifications and signature blocks, the names of the engineer and surveyor, the project address, the submittal date, and the bearing basis and benchmarks list.
 - 2) Existing Conditions Sheet showing property lines with bearings and distances; locations of existing structures and improvements; significant trees 12" caliper and larger; centerline of drainageways and existing drainage structures; 100-year floodplain boundaries if applicable; existing topographic data at 1-foot contour intervals; locations, sizes and descriptions of all existing utilities; location, dimensions, names and descriptions of all existing or recorded rights-of-way and easements; and location of City Limit and ETJ lines.
 - 3) Erosion and Sedimentation Control Plan showing location, size and character of all temporary and permanent erosion and sediment control measures, contractor staging areas, and proposed cut and fill areas.
 - 4) Site Plan showing location and dimensions of all existing and proposed buildings, driveways, and parking facilities with sufficient dimensional control information to allow proper construction staking.
 - 5) Grading and Drainage Plan with drainage areas and design flows; detailed design of drainage facilities including channel sections, storm sewers, and detention basins; existing and proposed topographic conditions at one-foot intervals; benchmarks; and design flow calculations.
 - 6) Base flood elevations and existing and proposed finished floor elevations for any structures located in a floodplain or within three hundred (300) feet of a floodplain.
 - 7) Utility Plan Sheet showing layout and pipe sizes for the proposed water distribution and wastewater collection systems; well locations; on-site wastewater treatment and disposal system locations with design capacity information, if applicable; locations of fire hydrants, valves, meters; design details for connections to municipal water system; plan and profile information for water utility line in the public ROW or public utility easements; and, if applicable, detailed design sheets for lift stations.
 - 8) Construction Details.

4.3.3 COMMERCIAL SITE PLAN EXEMPTIONS

The County Engineer, with approval of the Commissioners Court, may determine that a project is exempt from County site permitting requirements. A site plan is not required for the following:

- A) Construction or alteration of single family, two-family (duplex), or three-family (triplex) properties.
- B) Removal of a tree not protected under this ordinance.
- C) Interior alteration of an existing building.
- D) Construction of a fence that does not obstruct the flow of water.
- E) Clearing of an area 15 feet wide for surveying and testing.
- F) Restoration of an existing building that begins within 12 months of the date of the damage.

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- G) Placement of a temporary commercial portable building that does not impede or divert drainage. For the purposes of this exemption “temporary” means a duration of less than six (6) months and the intended uses include job site construction trailers, sales trailers, etc. Removing and replacing the portable building does not restart the six (6) month temporary use limitation.
- H) Operation of a home-based business on the same property as a primary residence, or an agriculture business that typically generates 50 or fewer ADT qualifies for permitting as a Residential Construction Permit under this Ordinance and is not subject to Commercial Construction Permit requirements. (ADT = Average Daily one-way Trips. A vehicle counts as one ADT when arriving and again as one ADT when leaving. 50 or fewer ADT typically translates to 25 or fewer customers or visitors traveling to and from the business per day. Consult the County Engineer if additional clarification is needed.)

4.4 RESIDENTIAL CONSTRUCTION PERMIT

- A) The following activities require a Residential Construction Permit through Caldwell County:
- Construction of a new residential structure.
 - Additions to existing residential structures that result in an increase in the number of bathrooms or bedrooms.
 - Installation of a manufactured home.
 - Reconstruction or rehabilitation of an existing residential structure damaged by fire or flood where the estimated cost of reconstruction or rehabilitation exceeds 30% of the pre-damage value of the structure.
- B) Enclosure of an existing staircase or porch, construction of a carport for fewer than 10 cars, construction of a deck, roof replacement, remodeling of an exterior façade, and sidewalk construction are specifically exempted from the requirement to obtain a Residential Construction Permit.
- C) Operation of a home-based business on the same property as a primary residence, or an agriculture business that typically generates 50 or fewer ADT, qualifies for permitting as a Residential Construction Permit under this Ordinance and is not subject to Commercial Construction Permit requirements. (ADT = Average Daily one-way Trips. A vehicle counts as one ADT when arriving and again as one ADT when leaving. 50 or fewer ADT typically translates to 25 or fewer customers or visitors traveling to and from the business per day. Consult the County Engineer if additional clarification is needed.)
- D) Residential Construction Permits issued are valid for two (2) years or until construction is complete, whichever comes first.
- E) A residential construction permit application shall be accompanied by the following:
- A copy of the recorded final plat, if a legally subdivided lot, OR a copy of the metes and bounds description and accompanying surveyors sketch for acreage tracts.
 - A copy of the deed or other officially recorded documentation establishing ownership of the property.

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- Tax certificates indicating that payment of all current tax obligations (County, City, school, etc.) has occurred.
 - A sketch or rendering of the proposed construction or addition showing location of existing structures; existing and proposed driveway(s); approximate distances from the improvements to existing property boundaries; floodplain; easements; residential or public water wells; location of on-site sewage facilities including tanks, pumps, and effluent fields.
 - The foundation of all residential homes should be a minimum of twelve (12) inches higher than the surrounding ground.
 - Proof of potable water service in the form of 1) receipt for paid impact / meter fees from the applicable water supplier, 2) water bill, OR 3) copy of drillers log for private water well.. 4) an engineered or certified rainwater collection system.
 - If the residence is located inside of or within 300 feet of a floodplain, the first finished floor elevation of any proposed habitable structures must be at least two (2) feet above the adjoining base flood plain elevation and the following must accompany the permit:
 - a) Base flood elevation of the floodplain(s) (an Elevation Certificate will be required).
 - b) the elevation of the lowest existing floor as determined by a Professional Engineer or an RPLS.
 - c) proposed elevation of the improvements.
 - If served by an on-site sewage facility, a copy of the approved OSSF permit issued through Caldwell County.

The parcel for which the permit is being applied must be an Original Tract or a legally platted lot through Caldwell County Commissioners Court or exempt from platting under the provisions of this ordinance or the Texas Local Government Code.

4.5 MANUFACTURED RENTAL HOME COMMUNITY STANDARDS

As authorized under Section 232.007 of the Texas Local Government Code to protect public welfare and promote orderly development within the County, Caldwell County adopts the standards provided in the Appendices to this ordinance for construction of streets, drives, floodplains and drainage within Manufactured Rental Home Communities. Developers of Manufactured Rental Home Communities shall apply for approval under the general guidelines, process and Fees applicable under Section 3.0 of this Ordinance. Construction or development of a Manufactured Rental Home Community may not begin until the Plat of the planned community is approved by Commissioners Court and the Construction Plans are approved by the County Engineer in accordance with this Ordinance.

4.5.1 PLAT REQUIRED

For the purpose of Manufactured Rental Home Community review and permitting, a Plat complying with the standards of Section 3 prepared by an RPLS of the proposed community shall be prepared showing the general features, boundaries, areas designated for common use (such as joint use access areas, rights-of-way, areas designated for utilities) as required for subdivision plats. The Plat of the community shall comply with Appendix A of this Ordinance and indicate the dimensions and area for each Manufactured Rental Home.

4.5.2 CONSTRUCTION PLANS

Construction plans for the Manufactured Rental Home Community shall accompany the Plat application to Caldwell County and be subject to the standards, review procedures and processes of Section 4.2, and the appendices of this Ordinance. Manufactured Rental Home Communities shall comply with Sections 3.8 (Fiscal Security for Subdivisions) and 5.1 (Construction Inspection Procedures) of this Ordinance.

4.5.3 ADDITIONAL REQUIREMENTS

Manufactured Rental Home Communities shall meet the following additional requirements:

- Design and construction of all streets shall follow standards for Private Streets as provided in this Ordinance. EXCEPTION: Streets within Manufactured Rental Home Communities will NOT be considered for conversion to a Public Street or acceptance by the County for maintenance. Notes and Certifications in Section 3 related to private street conversion to public street or acceptance by the County for maintenance shall be appropriately modified.
- Manufactured rental homes shall not be located in flood prone areas. Any lots for manufactured rental homes that include or are adjacent to flood prone areas shall require specification of an easement defining the boundary of the regulatory floodplain and prohibiting construction therein.
- All mobile homes must be tied down or anchored in accordance with TCEQ standards.
- The foundation of all mobile homes must be closed in.

4.6 WORK IN THE PUBLIC RIGHT-OF-WAY PERMIT PROCEDURES

All construction or activity of any kind within the County's right-of-way, including installation of overhead or underground utilities; construction, expansion, or rehabilitation of driveways; construction of sidewalks, signage

or drainage facilities; placement of fill; grading; paving; surveying; blocking of traffic; boring under the highway; or any other activities which may affect normal operations within the public right-of-way shall require issuance of a Work in the Public Right-of-Way Permit in accordance with the Appendices of this Ordinance.

4.7 FLOODPLAIN REVISION PROCEDURES

Under FEMA's National Flood Insurance Program (NFIP), it is the responsibility of the County to assure that local Flood Insurance Rate Maps (FIRM) continue to accurately represent the boundaries of the 100-year floodplain (the "Special Flood Hazard Areas" (SFHA)) when development within the community results in changes to the flood boundary. Applications for subdivision or site construction permits in Caldwell County shall include detailed hydrologic and hydraulic analyses of existing and proposed Base Flood Elevations (BFE) and floodplain boundaries. If it is determined by the County Engineer or Floodplain Administrator that changes to BFE's and floodplain boundaries along regulatory floodplains warrant notification to FEMA and revision of existing maps, the applicant shall submit appropriate applications and documentation and shall provide copies of correspondence necessary to achieve FEMA approval of map revisions. Procedures and policies regarding floodplain revision are presented in Appendix H.

4.8 WAIVER PROCEDURES

- A) The County Engineer may grant a waiver from Section 4 of this Ordinance and from the technical standards outlined in the Appendices if an applicant requests it in writing and the County Engineer finds that, because of special circumstances applicable to the property involved, a strict application denies such property of privileges or safety enjoyed by other similarly situated property. Where such conditions are found, the waiver permitted shall be the minimum departure from the terms of this regulation as necessary to avoid such deprivation of privileges enjoyed by such other property and to facilitate a reasonable use. The County Engineer may not grant a waiver if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development, or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the adoption date of these regulations.
- B) The County Engineer reserves the right to require that granting of a waiver shall be contingent upon the recordation/codification of special conditions or design requirements as identified and stipulated by the County Engineer.
- C) Waivers for engineering design and compaction tests shall not be granted except as may be determined to be an acceptable and usual engineering practice and approved by the County Engineer and the County Commissioner.
- D) All waivers must be based on the general intent of these regulations and deemed to be in the public interest or of negligible negative impact to the public interest.
- E) An applicant may appeal a waiver determination made by the County Engineer to the Commissioners Court.

F) When waivers are required to the standards or procedures of this ordinance, they shall be submitted and approved prior to submitting an application under this ordinance.

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5.0 OTHER DEVELOPMENT PROCEDURES

5.1 CONSTRUCTION INSPECTION PROCEDURES

- A) The Owner or his contractor shall notify the County Representative a minimum of forty-eight (48) hours prior to the time of start of construction of streets and drainage in the subdivision. Start of clearing shall be defined as clearing of road right-of-way only. Contractors working within public rights-of-way shall obtain a permit and provide prior notice at least forty-eight (48) hours in advance of construction to all utility companies and other relevant stakeholders with facilities located in the right-of-way.
- B) The Owner will require any contractor performing work to keep accessible on the work site a copy of approved construction documents with the latest revisions for the use of representatives of the County, Owner, and the Owner's engineer.
- C) The Owner shall designate a representative(s) to be responsible for all communications with the County concerning the work. The inspected work must not deviate from the approved construction documents. Field adjustments which do not affect project integrity, cost, or construction time, and which are consistent with the intent of the design, will be approved by the County Representative. After initial approval of the Construction Documents, the Owner may make changes to the construction documents, subject to the approval of the County Representative, and any such approved changes will be forwarded to the Inspector.
- D) Procedures for construction inspection shall include the following:
- 1) The Owner and his contractor shall request and attend a pre-construction meeting with the County Representative. Schedule of construction and frequency and type of field inspections and source and number of field tests will be determined at this meeting. If on-site or local unprocessed base material is proposed, or if "density control" is specified, a representative of the Owner or contractor's field control lab shall also attend the preconstruction meeting.
 - 2) The Owner will distribute approved plans prior to convening the pre-construction meeting. The pre-construction meeting will be held prior to start of any construction. At a minimum, the conference shall consist of introduction of all parties with an exchange of phone numbers and addresses and a discussion of: (1) start dates and schedule of events; (2) erosion and sedimentation controls; (3) traffic control and barricades; (4) identification of superintendents; (5) special conditions or provisions to plans and/or specifications including the approved QA/QC plan; and (6) final acceptance guidelines. A minimum of two days notice of the conference will be given to the:
 - a) Owner's representative.
 - b) Consulting engineer for the Owner.
 - c) Contractors for roads, drainage, and utilities.

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- d) City engineers, if appropriate;
 - e) Water and wastewater construction inspectors, if appropriate.
 - f) County Engineer.
- 3) Field inspections and field control tests shall be performed in accordance with the approved QA/QC plan and include, but are not limited to, the following:
- a) Utility installation backfill and density tests as required.
 - b) Preconstruction inspection of any on-site or local sources of base material. If directed by the Inspector, a testing laboratory shall make site and laboratory investigations at the Owner's expense to confirm that materials meet required construction specifications.
 - c) Sub-grade preparation including fills, cuts, ditch excavation and sub-grade sterilization. Notify the Inspector prior to all materials tests. Copies of all test results are to be provided to the Inspector including any retests. All retest results will clearly identify the failed test that they are addressing so that an audit can be completed. Approval by the Inspector is required prior to placement of base.
 - d) Placement and compaction of base material as required. Notify the Inspector prior to all materials tests. Approval by the Inspector is required prior to placement of pavement.
 - e) Pavement of roads and streets as required. The contractor shall notify the Inspector at least twenty-four (24) hours prior to start of paving after base is approved. He shall provide any required data on pavement mixes, tests to be performed, etc., at least five (5) days prior to start of paving. Pavement placement and consolidation may be inspected at the option of the County.
- 4) When a major item, such as excavating, placing of storm sewer pipe, processing of base, placing of curb and gutter, placing of structures, laying asphaltic concrete, or construction of drains, is under way, the Inspector will make follow up visits to the site at appropriate intervals. If the work is stopped for any reason (e.g., rain, strike, lack of materials, equipment breakdown, etc.) for seven (7) calendar days or more, the Inspector shall be notified twenty-four (24) hours in advance of work startup.
- 5) The Inspector shall be given twenty-four (24) hours notice when the contractor anticipates each bluetop/density stage, subgrade approval for base, base approval or approval for a succeeding lift of base, base approval for prime coat, and placement of asphaltic concrete. Expected calls for Inspector notification will be made as follows:
- a) subgrade approvals for base.
 - b) density tests for each lift of base.
 - c) approval of blue top of base for prime coat.
 - d) placement of asphaltic concrete.
- 6) Twenty-four (24) hours before asphalt paving is planned, notifications must be given for plant monitoring of asphaltic concrete production in order for the asphalt to be acceptable to Caldwell

County. When weather conditions are questionable, plant monitoring may be placed on standby for a short-notice start.

- 7) The Inspector shall be notified at least twenty-four (24) hours before concrete is placed to allow the scheduling of onsite testing.
- 8) The Inspector shall be notified as early as practicable but no less than twenty-four (24) hours in advance of any work to be performed on Saturdays, Sundays, or holidays.
- 9) The contractor or Owner shall request final inspection in writing. Inspection shall be performed by an inspector qualified and approved by the Commissioners Court. The County shall make the requested inspection no later than ten (10) days following receipt of the written request. A written "punch list" listing all deficiencies noted on the final inspection and uncorrected deficiencies from previous field inspections, shall be provided to the contractor within five (5) days following the final inspection, and if requested also provided to the Owner.
- 10) Unless prior arrangement has been approved by the Commissioners Court, no partial acceptance of completed construction will be approved. If required, partial acceptance shall be allowed only after consideration of access, drainage, and other matters related to the well-being and safety of the public.
- 11) Defects noted during final inspection shall be corrected within thirty (30) days. Written request for re-inspection for correction of defects will be required unless specifically waived by the County Representative.
- 12) Unless otherwise specified, materials and equipment furnished for permanent installation in the work shall conform to all applicable requirements of the Contract Documents and shall be new and undamaged when installed or otherwise incorporated into the work.
- 13) Unless otherwise specified, all soil moisture-density tests and other tests performed on the site to determine the quality of material to be incorporated into the project will be as directed by the County Representative. Frequency, time, locations, and procedures of tests will be coordinated and approved by the inspector. Testing must be conducted by an independent laboratory approved by the County Engineer. Payment for all initial testing and all retesting of failed materials will be the responsibility of the Owner. The extent of required investigations and retesting due to failed tests will be determined by the County Representative.
- 14) The County Representative may require two or more passing retests for each failure before acceptance. Manufactured materials to be incorporated into the project shall meet the requirements of the approved Construction Documents; e.g., reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, flexible base. The Owner may be required to furnish a manufacturer's certificate stating that the material meets the requirements specified for this project.

5.2 PROCEDURES TO CONVERT PRIVATE STREETS TO PUBLIC STREETS

- A) A subdivision with private streets may request that the County convert the right-of-way to a public street as follows:
 - 1) An entity responsible for maintaining the private streets within a subdivision may make application to the County to accept as public right-of-way all lots within the subdivision which are used as private streets under the following conditions:

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- a) An application is made which includes evidence that a majority of the owners of the lots within the subdivision are favorable to the action.
 - b) An inspection has been completed to the satisfaction to the County which assesses the conditions of the private streets relative to the requirements for streets at the time the application is made.
 - c) The application includes a plan for addressing any deficiencies noted in the inspection and for the removal of or licensing agreement for all non-standard improvements in the right-of-way (gates, guard house, aesthetic elements, landscaping requiring special maintenance, etc.).
 - d) The private streets connect directly to an adjacent public right-of-way which has already been accepted for public maintenance.
- 2) Upon receipt of the application, the County will determine if the conversion to public right-of-way is in the best interest of local residents and the citizens of the County. The County will:
 - a) Review the application and inspection to confirm that the right-of-way and improvements meet the current street requirements or, if they do not, that a plan has been provided for any remediation that may be required including fiscal security as required.
 - b) Confirm that the final condition of the right-of-way will not contain any unapproved elements in the horizontal clear zone or elements which would require maintenance practices which are not typical for County crews.
 - c) Hold a public hearing to receive public input on the requested action.
 - 3) After the County has determined that it is willing to accept the private street, the applicant will have a surveyor prepare the dedication documents as required by current codes.
 - 4) In no event shall the County be obligated to accept the private streets as public and any acceptance by the Court is at its sole discretion.
- B) The County may, as required to provide for the public's health, safety and welfare, utilize the following procedure to convert unmaintained private streets to public streets:
- 1) Notify the responsible entity that deficient conditions have been reported and that repair or restoration is required.
 - 2) Post signs as needed warning the general public which is leaving the public right-of-way and entering the private street that unsafe conditions exist.
 - 3) Inspect the private street to determine the cost of remediation and prepare a plan to cover the cost of remediation via a property tax assessment and/or inclusion of all or part of the remediation in a future bond election.
 - 4) Hold a public hearing to receive public input on a proposed plan for remediation and acceptance.
 - 5) During a subsequent Commissioners Court meeting, determine by vote whether or not to pursue the conversion plan. The Commissioners Court is not obligated to have such a vote on the same subdivision any more frequently than once every four years.
 - 6) Utilize dedication documents or the condemnation process as needed to convert the private streets to public streets.
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- 7) Implement the remediation and initiate cost recovery per the plan.

5.3 PROCEDURE TO CANCEL AN EASEMENT OR RIGHT-OF-WAY

- A) Persons making a request for cancellation of right-of-way shall submit a letter to the County Engineer and the County Commissioner. The letter should state the reason for the request. The request for cancellation will be placed on the agenda for consideration by the Commissioners Court based on comments from the County Engineer. The following documents shall be submitted with the request:
 - 1) Application form signed by the person cancelling the ROW/easement or their agent;
 - 2) Sketch and field notes describing the easement or right-of-way to be cancelled.
 - 3) Signed letters of approval or concurrence with the request from all adjacent and abutting property owners.
 - 4) For public utility easements, a letter (or standard form) from all utility companies (electric, telephone, cable, water and wastewater, gas, etc.) serving the area stating they have no need for the easement requested for cancellation, and a sketch and field notes describing any easement to remain for utilities.
 - 5) If the right-of-way to be cancelled was dedicated by a plat approved by a city or town under their extra-territorial jurisdiction authority, then letters from appropriate city officials shall be provided confirming their concurrence with the cancellation request.
- B) Cancellation requests for public utility easements will be processed through the Commissioners Court only if these public utility easements were established by a plat approved by the Commissioners Court.
- C) If the drainage easement is also a public utility easement and is located within the extra-territorial jurisdiction of a city or town, then the public utility easement must be cancelled in accordance with the applicable interlocal agreement or, in the event there is no interlocal agreement, vacated by the city or town prior to cancellation of the drainage easement by Caldwell County.
- D) The request for drainage easement cancellation will be investigated by the County Engineer and a recommendation made prior to the public hearing. If the request is considered favorably by the Commissioners Court, a public hearing will be scheduled for Commissioners Court on a date no earlier than thirty (30) days after the acceptance of the request. This will allow time for posting notices at the Courthouse and in the local newspaper for a period of three (3) weeks and for the public hearing to be held at a regular session as required by Texas law. Following the public hearing, the Commissioners Court may take action on the request on the same date.

5.3.1 OTHER CANCELLATION REQUESTS

- A) Cancellation requests for lot lines, building setback lines, private access easements, or any other cancellation requests within the extra-territorial jurisdiction of a city or town, other than for right-of-way or drainage, will be in accordance with the applicable interlocal agreement or, in the event there is no interlocal agreement, be vacated by the city or town prior to cancellation by Caldwell County..
- B) Cancellation requests for private ingress / egress / access easements must be negotiated between the grantee and grantor of such easements.

C) Cancellation requests for private streets or for reserves must be made to the property owner.

6.0 FEES

- A) The Commissioners Court requires payment of an application fee to cover the cost of the County's review of a subdivision plat and inspection of public infrastructure improvements described by the plat. This fee will vary based on the number of proposed lots in the subdivision, the acreage described by the plat, the type of proposed roadway, drainage and other public infrastructure improvements, or any other reasonable criteria determined by the Commissioners Court. All administrative fees including fees for review of a Preliminary and Final Plat, construction plans, plat cancellation / revision, and inspection fees, shall be paid to the County prior to commencement of the requested review or inspection.
- B) These fees will be reviewed annually by the Commissioners Court and adjusted to recover the cost of reviewing and inspecting subdivisions submitted to the County.

7.0 SEVERABILITY

It is the intention of the Commissioners Court that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the Commissioners Court without the incorporation in the ordinance of any such unconstitutional content.

APPENDIX

A. APPENDIX A – SUBDIVISION LAYOUT REQUIREMENTS

Preliminary Plats and Final Plats for streets and drainage facilities in subdivisions located outside a City's ETJ shall conform to the layout provisions and design requirements set forth below. Subdivisions located inside a City's ETJ shall comply with the approved interlocal agreement or, if there is not an approved interlocal agreement, the stricter regulation when City and County requirements conflict.

A.1. GENERAL REQUIREMENTS

To provide continuity in flow of traffic and connectivity of the various public utilities and facilities, the following is required in all subdivisions:

- A) Streets within a subdivision shall not terminate with a cul-de-sac when within 210 feet of the adjoining common boundary, if such adjoining tract is susceptible to subdivision.
- B) Each lot greater than one half (1/2) acre shall have a rear lot line easement not less than 15 feet wide for utilities and drainage. Where necessary, side lot line easements of 10 feet for each adjoining lot shall be provided. Lots smaller than one half (1/2) acre shall have a rear lot line easement of not less than 10 feet and side lot easements, where necessary, of not less than 5 feet. Lots for townhouses and apartments, which have no separation of structures, shall match requirements for lots greater than one half (1/2) acre.
- C) Drainage facilities requiring more width than the typical drainage easement provides shall be located within drainage easements that are not included within any residential lot.
- D) There shall be no reserve strip along any subdivision boundary.

~~E) A street terminating in a cul-de-sac may be a maximum of 1,000 ft in length and may provide primary access to a maximum of 20 lots.~~

~~F) More than one access to an arterial or collector road is required for any subdivision with more than 30 residential lots. For subdivisions with fewer than 100 lots, the secondary access may be achieved via all-weather access located in easements dedicated for emergency vehicles (such access may be equipped with crash gates). With approval of County Engineer, secondary access requirements may also be met via the use of a divided roadway with a minimum 20-ft paved width on each side of the median. In considering allowing use of a divided entry in lieu of a second access, the County Engineer will consider if any other alternatives are available, if the condition creating the single point of access was created by the applicant. Residential driveways should generally not directly access the divided entry if used in lieu of a second access.~~

~~G) Traffic Impact Assessment (TIA) is required for assessing need and size parameters for turn lanes, queuing lengths and traffic control devices for approval of any subdivision where the expected number of trips generated exceeds any of the following criteria:~~

- 1) A residential subdivision which exceeds 2,000 vehicle trips per day using 9 trips per day for each house or living unit in duplexes / triplexes; or

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- 2) A commercial development which exceeds 1,000 vehicle trips per day.

as calculated using the Trip Generation Manual published by the Institute of Traffic Engineers. TIA's shall include future traffic for streets serving adjacent properties or developments. Where streets may connect to adjacent undeveloped land in the future, 32 ADT per acre will be assumed from the adjacent property and used for analysis of traffic impacts. For subdivisions assuming residential use of lots in developing their Trip Generation or their TIA, the plat(s) shall include note or deed restriction declaring the following:

"This subdivision has been approved recognizing that each lot is created for single family residential use and, based on that use, the traffic generated should not exceed accepted levels of trip generation for the associated roadways. Any future development proposing resubdivision or another land use may require a TIA and an appropriate roadway remediation plan prior to approval."

A.2. RURAL SUBDIVISIONS

- A) A Rural Subdivision under this Ordinance has the following characteristics:
 - 1) It may be served by individual water wells and septic systems or connected to a community water and wastewater system; and
 - 2) It may utilize open ditch street drainage or underground stormsewers
- B) The minimum lot size for all lots in a Rural Subdivision is one (1) acre . This minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.
- C) Residential blocks in rural subdivisions should not exceed three thousand feet (3,000') in length. Exceptions will be considered subject to review and approval by the County Engineer.
- D) The minimum lot frontage and building set back along roadways in rural subdivisions shall be as follows:

Road Type	Minimum Lot Frontage	Building Set Backs
1.) Private Gravel Roadway	100'	15'
2.) Local Streets	125'	20'
3.) Minor Collectors	150'	25'
4.) Major Collectors	225'	30'
5.) Minor Arterials	300'	30'
6.) Major Arterials	375'	30'

All existing County Roads and Private Streets are assumed to be Minor Collectors unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state roadways are assumed to be Major Arterials unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. For lots on cul-de-sacs or on the outside radius of roadways with 2,500 or fewer ADT's, the minimum lot width may be measured at the building line.

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- E) For subdivisions without centralized wastewater collection, lot sizing shall be compliant with the minimum requirements for an organized disposal system (i.e. sewage treatment) design meeting the regulations of Caldwell County, the Texas Department of Health Services, the Texas Commission on Environmental Quality, and the Texas Water Development Board, as applicable.
 - F) For subdivisions without centralized wastewater collection, lots shall be configured to comply with TCEQ and Caldwell County septic system regulations and requirements for sanitary easements around public and private water wells.
 - G) Reduced minimum lot sizes and minimum lot frontages may be approved by the Commissioners Court as part of a development agreement addressing parks and open space requirements, accompanying alterations to the road design standard tables attached to this ordinance, emergency services, light pollution and other factors as may be desirable between the applicant and the Commissioners Court.
 - H) Lot frontage for "flag lots" shall be platted as provided in this appendix.

A.3. REQUIREMENTS FOR URBAN SUBDIVISIONS

- A) An Urban Subdivision under this Ordinance has the following characteristics:
 - 1) It is connected to a community water and wastewater system; and
 - 2) It utilizes curb and gutter road sections with closed conveyance storm sewer system.
- B) The minimum lot size for all lots in an Urban Subdivision is one quarter (1/4) acre. This minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.
- C) In general, the side-yard lot lines in urban subdivisions shall be at approximately right angles to street alignments or radial to curved streets. An arrangement placing adjacent lots at right angles to each other should be avoided.
- D) Residential blocks in urban subdivisions shall not exceed thirteen hundred feet (1,300') in length unless such blocks are parallel to and adjacent to an arterial, in which case such blocks shall not exceed seventeen hundred fifty feet (1,750') in length.
- E) Block widths in urban residential subdivisions should allow for two (2) tiers of lots back to back, except where abutting an arterial to which access to the lots is prohibited, or where prevented by topographical conditions or size of the property.
- F) The minimum lot frontage and building set back along roadways in urban subdivisions shall be as follows:

Road Type	Minimum	Building
	Lot Frontage	Set Backs
1.) Local Streets	70'	20'
2.) Minor Collectors	100'	25'
3.) Major Collectors	225'	30'

4.) Minor Arterials	300'	30'
5.) Major Arterials	375'	30'

All existing County Roads and Private Streets are assumed to be Minor Collectors unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state roadways are assumed to be Major Arterials unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. For lots on cul-de-sacs or on the outside radius of roadways with 2,500 or fewer ADT's, the minimum lot width may be measured at the building line.

- G) Reduced minimum lot sizes and minimum lot frontages may be approved by the Commissioners Court as part of a development agreement addressing parks and open space requirements, accompanying alterations to the road design standard tables attached to this ordinance, emergency services, light pollution and other factors as may be desirable between the applicant and the Commissioners Court.
- H) Lot frontage for "flag lots" shall be platted as provided in this appendix.

A.4. REQUIREMENTS FOR PRIVATE STREETS

Private streets must meet the following special requirements in addition to all of the standard requirements for public streets:

- A) Private streets must be constructed within a separate lot owned by the property owners' association or district. This lot must conform to the County's standards for public street rights-of-way. An easement covering the street lot shall be granted to the County providing unrestricted access to and use of the property for any purpose deemed necessary by the County. This right shall also extend to applicable utility providers operating within the County and to other necessary governmental service providers, such as the U.S. Postal Service. The easement shall also permit the County to remove any vehicle or obstacle within the street lot that may impair emergency access.
- B) A private street subdivision shall provide a minimum of eighty feet (80') of access frontage on a public street for subdivision entrances in order to accommodate a median-divided entrance with appropriate vehicle stacking, queuing and turnaround area. Primary access into a private street subdivision shall be from a major roadway, which has a minimum right-of-way of sixty feet (60'), or from a larger roadway, as shown on the County's Thoroughfare or Transportation Plans. Restricted access entrances shall not be allowed from alleys or private driveways or parking lots. A private street subdivision shall provide a minimum of eighty (80) feet queuing distance between edge of pavement of public roadway and subdivision gate. As an alternative to the queuing distance the applicant may dedicate and promptly construct deceleration/acceleration turning lanes.
- C) Any private street (and any other type of gated entrance) which has an access control gate or cross-arm must have a minimum uninterrupted pavement width of twenty-four feet (24') at the location of the gate or access control device, both ingress point and egress point, regardless of the type of device used. If an overhead, or lift-up, barrier is used, it must be a minimum of sixteen feet (16') in height above the road surface, and this clearance height shall be extended for a minimum distance of fifty feet (50') in front of and behind the location of the device. All gates and cross-arms must be of a breakaway design. A minimum vehicle stacking distance of one hundred feet (100') shall be provided from the right-of-way line of the

public road from which the private street subdivision is accessed to the first vehicle stopping point, which is usually an access request keypad, a telephone, or a guard's window. Adequate distance shall be provided between the access request point(s) and the entry barrier, or gate, to accommodate a vehicle turnaround as described below.

- D) A paved turnaround space must be located in front of (i.e., prior to passage of) any restricted access entrance barrier, between the access request device and the barrier or gate, to allow vehicles that are denied access to safely exit onto public streets without having to back up, particularly into the public street upon which the entrance is located. The design and geometry of such turnaround shall be of such pavement width and having such inside turning radius that it will accommodate smooth, single-motion U-turn movements by the following types of vehicles:
- 1) Larger passenger vehicles, such as full-sized vans and pickup trucks,
 - 2) Passenger vehicles with short trailers up to twenty-four feet (24') in length, such as small flatbed, camping or box-type trailers,
 - 3) The types of service and utility trucks that typically visit or make deliveries to neighborhoods that are similar to the proposed private street subdivision, such as utility service vehicles, postal or UPS delivery trucks, and two- to three-axle flatbed or box-type trucks used by contractors and moving companies.
- E) The County Engineer or the Commissioners Court may require submission of additional drawings, plans or exhibits demonstrating that the proposed turnaround will work properly, and that vehicle turnaround movements will not compromise public safety on the entry roadway or on the adjacent public street(s).
- F) Any public water, sewer and drainage facilities, streetlights, and traffic-control devices, such as traffic signs, placed within the private street lot shall be designed and constructed to County standards. All private traffic-control devices and regulatory signs shall conform to County standards. Any County regulations relating to infrastructure financing, developer cost participation, and capital cost recovery shall apply to subdivisions with private streets, with the exception of those applying to street construction.
- G) The metering for utilities such as water, gas and electricity shall be located on the individual lots to be served, not grouped together in a centralized location(s), such as "gang-box" style metering stations, which shall not be permitted.
- H) The entrances to all private streets shall be clearly marked with a sign, placed in a prominent and visible location, stating that the streets within the subdivision are private, and that they are not maintained nor regularly patrolled by the County. All restricted access entrances must be manned twenty-four (24) hours every day, or they must provide a reliable, alternative means of ensuring County and emergency access to the subdivision, preferably with an Opticom-type system for emergency access, by the County and other utility or public service providers, such as postal carriers and utility companies, with appropriate identification. The method to be used to ensure County and emergency access into the subdivision shall be approved by the County and by all applicable emergency services providers prior to engineering release for construction of the subdivision. If the association or district fails to maintain reliable access as required herein, the County may enter the subdivision and remove any gate or device which is a barrier to access at the sole expense of the association. The applicable association or district documents shall contain provisions in conformity with this Section which may not be amended without the written consent of the County.

A.5. CONSERVATION SUBDIVISION INCENTIVES

Alternate standards are available for subdivisions which voluntarily implement the following provisions:

- Provide 40% of the original tract acreage as open space, conservation land, parks (public or private) and / or community amenities;
- Implement water quality best management practices achieving a total reduction of 80% of Total Suspended Solids (TSS) from post-development stormwater flows; and
- Incorporate an Integrated Pest Management Plan and Fertilizer Plan that minimizes use of Nitrogen and Phosphorus-based fertilizers.

For subdivisions meeting the above requirements the following incentives are available:

- Minimum lot sizes of this ordinance are waived; however, lots served by on-site water wells or OSSF must comply with applicable state and Caldwell County regulations for lot size and setbacks.
- Minimum lot frontages of this ordinance may be reduced by 40%.
- Minimum centerline radius and tangent length between reverse curves or compound curves is waived; however, minimum stopping sight distances and intersection site distances must be maintained.

For subdivisions using an urban street standard, the total number of single family lots under these incentives shall not exceed the total acreage of the tract minus the acreage of any multifamily or commercial components divided by 0.25.

For subdivisions using a rural street standard, the total number of single family lots under these incentives shall not exceed the total acreage of the tract minus the acreage of any multifamily or commercial components divided by 1.

A.6. REQUIREMENTS FOR FLAG LOTS

- A) Flagged lots in all subdivisions, regardless of the State requirement to plat or not, shall conform to these requirements. These provisions only apply to multiple flag lots within a subdivision.
- B) A flag lot consists of a "stem" which is typically long and narrow and a "flag" section area which is typically a larger area where land development occurs.
- C) All subdivisions with two (2) or more adjacent flag lots shall be platted.
- D) Flag lots shall generally be used only where topography and / or drainage constraints require use of flag lots to develop property at similar intensity enjoyed by similarly situated property. The number of flag lots shall not exceed 5% of the total lots created.
- E) Flag lots shall establish a building line within the "flag" and have a minimum width in conformance with A.2(B) or A.3(B) at this building line.

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- F) The stem of each flag lot in a platted subdivision shall be a minimum of thirty feet (30') wide and shall provide access to a public roadway. The sum of adjacent "stems" may not exceed one hundred and twenty feet (120').
 - G) A "Joint Use Driveway Access Agreement" shall be provided and filed with the subdivision and shown on the plat if the access "stem" of two or more flag lots are adjacent to each other. No property owner shall place any fences, walls or any other obstructions within the area covered by the "Joint Use Access Agreement". The paved driveway within the "Joint Use Access Agreement" shall be a minimum of eighteen (18') feet and shall include a minimum clear zone width of six feet on either side of the pavement.
 - H) Design, construction, and maintenance of a Shared Access Driveway and the "Joint Use Driveway Access Agreement" must be approved by the County Engineer.
 - I) All driveways shall comply with the regulations and standards of this ordinance unless determined by the County Engineer that an alternative design would improve safety and traffic flow.

B. APPENDIX B – STREET DESIGN REQUIREMENTS

Street design standards in Caldwell County apply to newly constructed roadways regardless of whether they are intended to be accepted by the County for maintenance or privately maintained. These standard are based upon anticipated Average Daily Traffic counts (ADT assuming one-way trips) for the proposed roadway. Where streets may connect to adjacent undeveloped land in the future, 32 ADT per acre will be assumed from the adjacent property and used for classifying roadways and pavement design. ADT calculations shall be calculated based on the current edition of the *Trip Generation Manual* published by the Institute of Transportation Engineers and shall be approved by the County Engineer.

B.1. STREET GEOMETRIC STANDARDS

Table B-1 presents a summary of Urban (curb/gutter) roadway design standards for the above-defined roadways. Table B-2 presents a summary of Rural (shoulder-section) roadway design standards for the above-defined roadways. Any deviation from these standards shall require a waiver.

B.2. GENERAL STREET DESIGN REQUIREMENTS

- A) Roadway design standards, unless specifically identified, shall be standards that are found in common usage by the Texas Department of Transportation. Design guidelines shall follow the American Association of State Highway Transportation Officials' Policy on Geometric Design of Rural Highways. Design for horizontal curves including stopping sight distance and superelevation shall conform to the formulae, principles, and guidelines of the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Rural Highways."
- B) All non-standard designs of roadside ditches, retaining walls, and other street appurtenances shall require review and approval by the County Engineer.

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- C) Lots restricted by plat note to one single-family residence shall be assumed to generate 9 one-way trips per day. ADT counts for all other properties shall be determined on a case-by-case basis and approved by the County Engineer.
- D) Minimum cross slope grade for all streets shall be two percent (2%). No cul-de-sac shall have a cross-slope exceeding six (6%) percent.
- E) Grade changes of greater than eight-tenths percent (0.8%) shall be connected by vertical curves. The minimum length (L) of vertical curves shall be one hundred feet (100') or shall conform to the formula:
- $L = KA$ (whichever is greater)
- where A is the algebraic difference in the tangent approach grades expressed as a whole number, and K is established in accordance with the Design Guidelines "Geometric Design for Local Roads and Streets", for sag and crest vertical curves, with credit given to the use of proper street lighting.
- F) Approach grades on an intersecting street should be limited to three percent (3%) for at least fifty feet (50') unless sight distances are in excess of the AASHTO Design Guide minimum for stopping on a grade level, in which case the approach grades should not be greater than six percent (6%). Where sidewalks cross intersecting streets, street grades along the crosswalk area shall be compliant with relevant accessibility regulations per the Americans with Disabilities Act and the Texas Accessibility Standards.
- G) Subject to approval by the County Engineer, slopes for occasional short runs between intersections may exceed maximum grade values indicated in Tables 7-1 and 7-2; however, maximum grades through intersections may not exceed the maximum specified values.
- H) Superelevation may be used in conjunction with horizontal curves to meet design speed requirements for urban and rural subdivisions. The maximum superelevated rate for curb/gutter roadways is limited to 0.04 ft/ft. Special attention must be given to assuring correct transitions from the superelevated roadway section to intersecting crowned roadway sections or driveway grades.
- I) Roadside drainage ditches shall be contained entirely within the ROW or within a dedicated drainage easement. Use of drainage easements in lieu of ROW will not be permitted. Use of drainage easements for parallel roadside drainage should be limited to location of cross-culverts and other limited site features creating defined areas of drainage outside of the normal ROW.
- J) Headwalls, catch basins or other culvert structures shall be designed in accordance with the drainage requirements of this ordinance and typical construction details of the Texas Department of Transportation, as applicable. No headwall, wing-wall, or other structural member shall protrude above the surface of the traveled roadway. Headwalls flush with road embankment slopes (at 3:1 or flatter) are preferred for any culverts parallel to streets or driveways.
- K) Special consideration shall be given to streets where the horizontal alignment, overhead obstructions, the presence of cross traffic, or other natural or man-made conditions exist such that stopping sight distance would become the controlling parameter as it relates to the determination of a minimum length of a vertical curve.
- L) An increased curve radius may be required where street grades, street cuts, or other natural or man-made obstacles limit stopping sight distance to below that required for the design speed.

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- M) Proposed streets in new subdivisions shall be aligned with existing and/or proposed streets on adjoining properties except where, in the opinion of the Commissioners Court, topography, requirements of traffic circulation, or other considerations make it desirable to depart from such alignments.
 - N) Permanent or temporary turnarounds shall be required on all dead-end streets longer than 150 feet unless a waiver is approved by the County Engineer.
 - O) If proposed local street extensions between subdivisions or subdivision sections are approved and platted without cul-de-sac turnarounds at the section or subdivision boundary, the right-of-way width of the local street shall be a minimum of sixty feet (60') and shall include provisions for a temporary turnaround if required by the County Engineer.
 - P) Whenever possible, streets shall be designed to have curved alignments with minimum centerline radii as specified above. Whenever possible, continuous streets through neighborhoods shall be avoided, particularly those connecting two arterials by a direct route.
 - Q) Whenever possible, "T" intersections shall be specified rather than four-way intersections. A tangent section of at least sixty feet (60') at right angle to the intersecting through street shall be required prior to any bend or curve on the branch street. If this cannot be reasonably achieved due to topographic or other constraints, a modified design must be approved by the County Engineer.
 - R) Where "T" intersections will result in jogs in street alignment, the minimum offset between intersecting street centerlines from opposing sides of a through street shall be 150 feet between local street intersections and 300 feet between collector street intersections. The minimum centerline separation between two intersecting streets on the same side of a given through street shall be 300 feet.
 - S) Angles between streets in subdivisions at intersections shall not be less than eighty degrees (80°). When intersecting angles sharper than eighty degrees (80°) are deemed necessary by the County Engineer and the Commissioners Court, the property line at the small angle of the intersection shall be chamfered or rounded so as to permit the construction of curbs having a radius of not less than twenty-five feet (25') without decreasing the normal width of the sidewalk area.
 - T) Where a curb/gutter street intersects a continuing shoulder-section street, stand-up curb and gutter shall terminate as necessary to allow drainage from the curb/gutter section to enter the bar ditch of the shoulder-section street in a non-erosive manner. Concrete riprap or mortared rock riprap may be required to protect the shoulder area where the curb transition occurs
 - U) The AASHTO Roadside Design Guide shall be used for determining necessary clear zone distances for shoulder section roadways in all unincorporated areas of the County. Clear zones for curb/gutter sections with design speed 30 mph or less shall be 3 feet from face of stand up curb For curb/gutter sections with design speeds of 35 mph or greater, use the same clear zone distances as used for shoulder-section roadways.
 - V) Streets intersecting State-maintained roadways such as Federal Highways, State Highways, or Farm-to-Market roads, shall require approval of the Texas Department of Transportation.
 - W) Guardrails shall be designed in accordance with current TxDOT standards.

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- X) If the application includes any non-standard improvements in the right-of-way (gates, guard house, aesthetic elements, landscaping requiring special maintenance, etc.), approval by the Commissioners Court of a license agreement for any non-standard improvements will be required prior to approval of the subdivision construction plans.

B.3. CURB/GUTTER STREET STANDARDS

This Section references roadways serving urban subdivisions located outside the ETJ boundaries of incorporated cities. Street types referenced in this Section are as follows:

- Curb/gutter Local Streets provide vehicular access to single family lots in urban areas.
- Curb/gutter Collector Streets convey traffic from Local to Arterial Streets and may also provide access to residential and nonresidential lots.
- Curb/gutter Arterial Streets convey traffic from Collectors, other Arterial Streets, and Commercial Streets to State Highways or other major roads. They are intended to carry high volumes of traffic, more or less continuously.
- Curb/gutter Commercial Streets provide access to commercial and industrial lots.

Curb/gutter Streets shall meet the following standards:

- A) Curb/gutter Local and Curb/gutter Collector Streets shall provide stand-up curb and gutter on both sides of the street.
- B) Curb/gutter Streets shall convey stormwater runoff utilizing a storm sewer system with curb inlets.
- C) Except as approved by the County Engineer, the length of a Curb/gutter Local Street shall not exceed 1,500 feet.
- D) A cul-de-sac on a Curb/gutter Local Street shall not provide access to more than twenty (20) lots.
- E) Curb/gutter Collector Streets shall be stubbed out to adjacent undeveloped property at spacing intervals not greater than 2,500' unless this is not possible due to topographic or adjacent development constraints.
- F) Except as approved by the County Engineer, the length of a Curb/gutter Collector Street shall not exceed five thousand (5,000) feet.
- G) A cul-de-sac on a Curb/gutter Collector Street shall not provide access to more than twenty (20) duplex, triplex, or multifamily lots.
- H) Curb/gutter Minor Arterial streets shall be extended to adjacent undeveloped property as determined by the Commissioners Court upon consideration of future circulation needs in the area.
- I) A cul-de-sac on a Curb/gutter Commercial Street shall not exceed eight hundred feet (800') in length and shall provide a turnaround with an eighty (80') foot right-of-way radius and sixty foot (60') pavement radius.
- J) The spacing of signalized street intersections on major roadways shall not be less than two thousand six hundred feet (2,600') unless approved by the Commissioners Court.

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- K) In general, the spacing of street intersections along an Curb/gutter Major Arterial Street shall not be less than one thousand three hundred feet (1,300'), unless sight-distance or topography dictates a lesser street spacing.
- L) Medians may be required along Curb/gutter Arterial Streets where street intersection spacing is less than one thousand three hundred feet (1,300'), or driveway spacing is less than two hundred feet (200'). Median breaks shall be located at intersections with arterials, collectors, industrial streets, and driveways to businesses generating significant daily traffic.
- M) The geometric design of Curb/gutter Major Arterial Streets shall conform to the formulas, principals, and guidelines of the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Design of Urban Highways and Arterial Streets." Curb return radii on an arterial street shall be a minimum of thirty-five feet (35').

B.4. RURAL (SHOULDER-SECTION) STREET STANDARDS

This Section references roadways serving rural subdivisions located outside the ETJ boundaries of incorporated municipalities. Street types referenced in this Section are as follows:

- Rural Local Streets provide vehicular access to residential lots in rural subdivisions.
- Rural Collector Streets convey traffic from Local Streets serving rural subdivisions to Arterial Streets and may also provide access to residential and nonresidential lots.

Rural Streets shall meet the following standards:

- A) The Commissioners Court may require that Rural Local Streets be stubbed out to adjacent undeveloped property in order to provide adequate connectivity to existing and/or future development patterns anticipated on adjacent tracts.
- B) Cul-de-sacs on a Rural Local Street shall not provide access to more than twenty (20) lots.
- C) Rural Collector Streets shall be extended to adjacent undeveloped property as determined by the Commissioners Court upon consideration of future circulation patterns anticipated in the area.

B.5. DESIGN OF PRIVATE GRAVEL ROADWAYS

Private Gravel Roadways may be approved to provide vehicular access to farm, ranch and other rural tracts that are generally fifty (50) acres or more in size and where there are no existing public roads. Ranch Roads shall meet the following standards:

- A) Private Gravel Roadways shall follow a practicable route, convenient to landowners while avoiding hills and streams.
- B) The minimum right-of-way width for Private Gravel Roadways shall be sixty feet (60').
- C) Private Gravel Roadways may serve up to 10 rural tracts and must have an all-weather surface. The surface does not necessarily have to be chip seal, HMAC or concrete.

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- D) Private Gravel Roadways that are not paved with chip seal, HMAC or concrete must be privately maintained by the owners of the lots using them for access. A maintenance agreement must be approved by the County Engineer and recorded in the public record when the plat is recorded.
 - E) Subdivisions which choose to use the provisions of this section shall include a plat note approved by the Commissioners Court that restricts all lots served by this style of roadway from any further subdivision without first bringing the portion of Private Gravel Roadway from the tract to be further subdivided to the nearest existing paved road up to current County standards for pavement section and width.
 - F) Proposed subdivisions that intend to take access from an existing Private Gravel Roadway must reconstruct the roadway to meet the standards of the appropriate road classification per Table B-2.

B.6. COUNTY AND STATE HIGHWAYS

Provisions shall be made for the extension or widening of County Roads and State Highways where required by the Commissioners Court in order to protect the safety and welfare of the public.

B.7. STREET NAMES AND STREET SIGNS

- A) Street names for new subdivision streets may be suggested by the applicant. If these names are reasonable and are not similar to existing names of streets in Caldwell County, the County Engineer will recommend them to the Commissioners Court for approval on the Final Plat. Suggested names shall be submitted for preliminary approval on the Final Plat submittal and forwarded to the local postmaster and 9-1-1 Address Administrator for review. Street names and addresses shall conform to the policies and procedures of the 9-1-1 Address Administrator.
- B) The Developer of a subdivision shall install all street name signs on new streets in accordance with the County Construction Standards. Street signs will be inspected for approval prior to the release of the Construction Bond or other security.
- C) The Developer of a subdivision shall be required to install traffic control signs and devices in accordance with the Texas Manual on Uniform Traffic Control Devices following review and approval by the County Engineer or Commissioners Court. Payment for the installation of such control signs or devices shall be the responsibility of the Developer.

B.8. PAVEMENT DESIGN

This Section applies to pavements for all subdivision roads, whether intended for acceptance by the County for maintenance or for private maintenance.

- A) The full-depth (surface course, base layers, sub-grade) pavement structure for roadways shall be designed by a Professional Engineer for a 20-year life before the first structural overlay is anticipated.
- B) Acceptable pavements consist of chip seal, HMAC and concrete paving subject to the following criteria:
 - 1) Urban Subdivisions shall utilize HMAC or concrete pavement.
 - 2) Rural Subdivisions may use chip seal on streets with less than 2,501 ADT per day.

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- 3) Type "D" HMAC shall be used as the surface course for local streets with ADT less than 500 unless the percentage of truck traffic is greater than 10. Type "C" HMAC shall be used as the surface course in all other applications.
 - 4) The Developer may post a Cash Security Agreement with the County for the cost of an intermediate structural overlay if the Developer desires to stage-construct the 20-year design-life pavement structure.

B.9. MAJOR STRUCTURES AND BRIDGES

- A) Design of major structures shall conform to the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges. Proprietary bridge, culvert, or retaining wall designs must be approved by the County Engineer.
- B) Bridge design loading and widths for residential roads shall conform to TxDOT design requirements or as directed by the County. Structures of this nature require review and specific approval from the County.

C. APPENDIX C – WORK IN THE PUBLIC RIGHT-OF-WAY

C.1. PERMIT REQUIREMENT FOR WORK IN THE PUBLIC RIGHT-OF-WAY

- A) No person shall engage in any construction, repair or excavation within any street, alley easement or other public right-of-way within the jurisdiction of Caldwell County without first obtaining a permit from the County. The requirement to obtain a permit covers placement of fill; grading; paving; surveying; boring under the highway; blocking of traffic; construction of utilities, driveway aprons, sidewalks, signage, and drainage facilities and any other activities which may affect normal operations within the public right-of-way.
- B) Before start of construction within the public right-of-way, the County Unit Road Administrator shall review and approve all construction plans and specifications to assure that work will be performed in accordance with County codes and requirements. All construction activity, materials, plans and specifications shall be available at all times for inspection by the Unit Road Administrator's office.
- C) In addition to detailed design plans and specifications for proposed improvements, construction plans and reports shall provide the following information:
 - 1) lot dimensions and lot addresses.
 - 2) location of all existing improvements and vegetation in the public right-of-way including buildings, utilities, pavements, signage and trees.
 - 3) location, dimensions and depths of all existing utility connections.
 - 4) a traffic control plan, if required.
- D) Construction work in the public right-of-way may result in damage to public or private infrastructure including water and wastewater utilities; storm drainage facilities; and gas, electric, telephone, and cable

lines. No person shall be issued a permit pursuant to this chapter unless the applicant presents with the application, or has on file with the Unit Road Administrator, a certificate of public liability insurance in an amount as specified on the permit application form.

- E) The relocation and/or adjustment of any existing public or private utility or infrastructure in preparation for construction activity shall be the responsibility of the applicant. Proposed coordination activities for pre-construction adjustments to public and private utilities, drainage facilities, traffic control signs and signalization devices, or other existing improvements in the public right-of-way shall be reviewed and approved by the Unit Road Administrator prior to construction.
- F) Installation of underground utilities in the right-of-way shall include detectable underground warning tape.
- G) All work shall be expeditiously performed and completed as soon as reasonably possible. Upon completion of construction or repair, the applicant shall promptly backfill any street, alley, easement or public right-of-way in which applicant has made any excavation. Permanent pavement repairs shall be completed by the applicant no later than three (3) days after the excavation has been backfilled, unless otherwise authorized by the Unit Road Administrator.
- H) The applicant shall continuously maintain the construction, repair or excavation site in a safe condition and keep the site free from any condition that may cause risk of harm to any person or property at all times after the work has commenced and until all work, including permanent patching, has been completed and accepted by the County. During such time, applicant shall provide, install, and continuously maintain proper safeguards, signs and barricades at the construction site.
- I) The applicant shall warrant to the County the adequacy and continued satisfactory condition and function of all backfill and permanent patches installed by the applicant or by any agent or employee of the applicant for a period of two (2) years after the construction activities have been released by the County.
- J) If the applicant fails to install permanent patching within three (3) days after completion of backfill, or if the applicant fails to honor the warranty set forth above, after demand by the County, the County shall complete the work and make such repairs as are necessary. If such repairs are completed by the County, the County may charge the cost of repairs to the applicant.
- K) Construction materials and equipment shall not be stored or parked in the public right-of-way, unless otherwise noted as a condition of this permit.
- L) Permits for performance of work in the public right-of-way shall expire 6 months from the date of issuance unless extended in writing.

C.2. REQUIREMENTS FOR DESIGN AND CONSTRUCTION OF DRIVEWAYS

This Section provides minimum and desirable design criteria along with provisions and requirements for safe and convenient access to abutting private property from streets and highways. The intent is to assure that access is provided with a minimum of interference with the free and safe movement of vehicular and pedestrian traffic and to prevent traffic congestion arising from vehicular entry to or exit from abutting private property.

A maximum of three (3) driveways with a maximum combined width of thirty (30) feet may be permitted for each lot provided that appropriate spacing and offsets are observed for the type of roadway as follows:

	Minimum Offset between Edges of Adjacent Driveways on the Same Side of Street	Minimum Offset to edge of Driveway on Opposite Side if not Aligned
Local Street (Rural)	75'	N/A
Local Street (Curb/gutter)	25'	N/A
Collector Street	150'	75'
Arterial Street	300'	150'

Criteria

Single Family

	Minimum	Desirable	Maximum
Width	12'	18'	25'
Curb Return Radius	5'	5'	10'

Duplexes and Townhomes, and Joint Use Driveways serving two units/lots

	Minimum	Desirable	Maximum
Width	15'	18'	25'
Curb Return Radius	5'	8'	10'

Joint Use Driveways serving three or more lots

	Minimum	Maximum
Width	20' (if restricted against parking)	25' (otherwise)
Curb Return Radius	10'	25'

Multi-family, Commercial, Industrial Uses

	Minimum	Maximum
Width – case by case		
Curb Return Radius Collectors	15'	25'
Curb Return Radius Arterials	25'	35'

All existing County Roads and Private Streets are assumed to be Collector Street unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification. All existing state

roadways are assumed to be an Arterial Street unless the Developer submits traffic counts and 20 year traffic forecasts supporting a lower roadway classification.

A Waiver from the maximum number and combined width of drive-ways may be granted if the applicant submits a Traffic Impact Analysis (TIA) that demonstrates the roadway(s) being accessed to are of adequate ROW, paved width and the pavement cross-section is generally sufficient to handle the proposed traffic or that the applicant makes such improvements as may be called for in the TIA.

Driveways shall be designed as follows:

- 1) The angle of driveway approach shall be approximately 90 degrees for two-way driveways, and 45-90 degrees for one-way driveways.
- 2) If a curb inlet is present, there shall be ten (10) feet between the inlet opening and the edge of a driveway curb return.
- 3) All driveways must be constructed within the street frontage of the subject property as determined by extending the side property lines to the curb line. Neither the driveway nor the curb returns shall overlap adjacent property frontage without written approval from the adjacent property owner.
- 4) Driveway widths (including curb returns) may not exceed 70 percent of roadway frontage.
- 5) Joint Use Driveways may be approved provided that a permanent written access easement is obtained. The subdivider must include a plat note and provide dedication documents indicating that maintenance of the joint use driveway shall be the responsibility of the lot owners served by the joint use driveway. A maximum of five (5) residences may be served by a single joint use driveway. If more than three (3) residences are to be served by a single joint use driveway, the following requirements apply:
 - a) The Developer must construct a driveway, designed by a Professional Engineer, to have an all-weather surface and a pavement structure meeting at least private street standards.
 - b) The Developer must construct a turnaround meeting fire department criteria at the end of the driveway, or no further than 200 feet from the end of the driveway.
 - c) The joint use access easement must be dedicated as a public utility easement and/or drainage easement unless otherwise approved by the County Engineer.
 - d) The Developer must erect signs indicating "private driveway" at the entrance to a joint use driveway and include a plat note indicating that maintenance of the driveway will not be the responsibility of the County.
 - e) If the Developer records a restrictive covenant and places signage that prohibits the parking of vehicles along a joint use driveway, then the joint use driveway paved surface may be a minimum width of 20 feet. Otherwise, the paved surface of the driveway may be no less than 25 feet wide.
- 6) Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is greater. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 60 percent of parcel frontage or 100 feet; whichever is greater. Driveways shall not be constructed within the curb return of a street intersection.

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- 7) Where a driveway crosses or adjoins a sidewalk, walkway, or an accessible path of travel (as defined by the Americans with Disabilities Act of 1990) the driveway grade shall be a maximum of two (2) percent, over a minimum throat length of three (3) feet contiguous with the sidewalk, thereby effectively matching the cross slope of the sidewalk or accessible path of travel across the full width of the driveway.
 - 8) Driveway aprons constructed within the public right-of-way and permitted under these provisions shall be exclusively for the purpose of providing access to lots adjacent to the public right-of-way. Maintenance of driveway aprons shall be the responsibility of the land owner.

D. APPENDIX D – EASEMENTS AND RIGHT-OF-WAY REQUIREMENTS

- A) When the Court finds that easements in areas adjoining a proposed subdivision are necessary to provide adequate drainage thereof or to serve such subdivision with utilities, the subdivider shall obtain such easements from the appropriate entity prior to Final Plat approval.
- B) All easements or fee strips created prior to the subdividing of any tract of land must be shown on the subdivision plat with appropriate notations indicating the name of the holder of such easement or fee strip, the purpose of the easement and the facilities contained therein. The dimension of the easement or fee strip shall be tied to all adjacent lot lines, street right-of-way and plat boundary lines. The recording reference of the instruments creating and establishing said easement or fee strip shall be provided.
- C) Appurtenances within an easement shall not destroy lot corners nor overlay a lot line. Easements shall not be used as driveways except as specifically identified as Joint Use Driveways under this Ordinance. Easements shall be maintained (mowed, cleared, etc.) by the landowner.
- D) Drainage Easements shall be provided where concentrated flows are conveyed away from roads or through lots or tracts. Drainage easements shall be at least twenty-five (25') wide for open channels and shall be sized at a minimum to accommodate the 100-year floodplain. A note shall be provided on the plat indicating that all property owners are to keep drainage facilities and easements clear of fences, buildings, planting and other obstructions which may affect the flow of water or the ability to operate and maintain the drainage facility. County employees shall have the right to enter any drainage easement.
- E) Service ways for off-street loading and unloading, not less than twenty feet (20') in width, shall be provided to serve commercial and industrial sites and aligned so as to be convenient to driveway entrances and exits.
- F) In those instances where easements have not been defined by accurate survey dimension, such as an "over and across" type easement, the subdivider shall request the information from the owner of such easement through the property within the plat boundaries. If the holder of an undefined easement does not define the easement involved and certifies his refusal to define such easement to the Court, the subdivision plat must provide accurate information as to the centerline location of all existing pipelines or other utility facilities placed in conformance with the easement owner's right.
- G) A letter, statement, or other instrument from the owner of any privately owned easement within the plat boundaries must be provided where such easements are proposed to be crossed by streets (either public

or private), or a public utility, or drainage easements, stating that the owner of such easement approves such crossing of his/her private easements for the purposes intended and depicted upon the plat. Where an instrument of record is submitted in lieu of a letter or statement from the owner of any such private easement, the Court shall then refer such instrument to the County's attorney for his/her determination as to whether the conditions in such instrument are sufficient to adequately provide or accommodate the crossings of such private easement by the proposed streets (either public or private), public utility, or drainage easements depicted on the plat.

- H) Easements across parts of a lot other than as described above shall be required as deemed necessary by the Court. All such utility, access, and drainage easements shall be so aligned as to permit construction of utilities therein at a minimum cost.

E. APPENDIX E – DRAINAGE DESIGN REQUIREMENTS

E.1. DRAINAGE DESIGN GENERAL REQUIREMENTS

- A) The owner of the property to be developed is responsible for the conveyance of all stormwater flowing through the property, including present and future stormwater that is directed to the property by other developed property or naturally flows through the property because of the topography.
- B) Stormwater conveyance and drainage facilities shall be designed and constructed sufficient to assure that:
- 1) The effects of any proposed increase in stormwater flows, to, from, across, or along subdivision or site development properties is properly attenuated in a manner which will assure compliance with Texas Water Code Section 11.086.
 - 2) All at-grade and subsurface drainage facilities shall be designed to convey at a minimum the storm runoff flows from the 25-year frequency storm. Storm runoff flows up to and including the 100-year frequency event shall be conveyed within defined public rights-of-way or drainage easements.
 - 3) Proposed drainage facilities of all types shall be designed to prevent collection and pooling of storm flows which may become stagnant.
 - 4) Stormwater discharge to natural channels shall be returned to a sheet flow condition before reaching the stream bank OR channel stabilization shall be utilized to prevent erosion caused by the discharge.
 - 5) Erosion and sedimentation shall be controlled, both temporarily during construction and permanently thereafter, so as to prevent siltation of water courses.
- C) Design and construction of flood detention facilities serving residential subdivisions is the responsibility of the Developer.
- D) Design and construction of flood detention facilities serving commercial or multi-family subdivisions is the responsibility of the Developer. Flood detention facilities may serve multiple lots or be located on each lot individually:
- 1) Detention facilities serving more than one commercial or multi-family lot and constructed by the Developer at the time of subdivision shall be dedicated and maintained by an Improvement District or

the Home Owners (or Property Owners) Association (HOA / POA). The plat for lots served by this type of facility or facilities shall include: a) necessary easements and drainage facilities to be conveyed from each lot to the facility; and b) a notation on the plat identifying each lot to be served by the common facility.

- 2) Where detention facilities serving commercial or multi-family lots are not constructed by the Subdivider, the plat for such lots shall include a notation indicating that each lot is to comply with the provisions of the Caldwell County ordinances in effect for drainage and floodplain at the time of site construction.

E) The presumption will be in favor of requiring flood detention for all development within the County. The County Engineer, in his / her sole discretion, may waive the requirement for flood detention if:

- 1) adequate conveyance for the 100-year frequency storm is available in easements shown on the plat or in a separate drainage easement obtained by the applicant;
- 2) engineering analysis demonstrates that undetained flood flows can be conveyed without adversely impacting adjacent, upstream or downstream properties (or that such impacts are contained within drainage easements obtained by the Developer); and
- 3) the applicant agrees to provide stormwater quality measures (BMP's) to serve the proposed development which are considered adequate by the Commissioners Court and the County Engineer. Water quality controls shall be equivalent or superior to those required by the Lower Colorado River Authority (LCRA) Highland Lakes Watershed Ordinance Water Quality Management Technical Manual. If at the time of proposed development, the Guadalupe-Blanco River Authority adopts measures applicable to the Plum Creek or Geronimo/Alligator Creek watersheds, these standards may be substituted.

F) If the proposed development will require revision of the 100-year floodplain as defined in the County's Flood Insurance Rate Maps (FIRM) under FEMA's National Flood Insurance Program (NFIP) regulations 44 CFR Part 65, the applicant shall, at the applicant's expense, file a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR) request with FEMA and provide all necessary data and materials to satisfy FEMA requirements for approval of the revision. Procedures for floodplain revisions are described in Appendix H below.

G) The record owner of a detention basin or appurtenance that receives stormwater runoff from a commercial or multifamily development shall maintain the basin or appurtenance. Maintenance of detention basins or appurtenances that are integral parts of roadways accepted for maintenance by a political subdivision shall be the responsibility of the accepting entity.

H) The responsibility of the owner or developer shall extend to provision of adequate off-site drainage improvements to accommodate the full effects of the development of his/her property. When the owner/developer certifies by affidavit that a bona fide attempt to meet off-site drainage requirements has not been successful, the County may assist, at its discretion, in the acquisition of necessary property rights to provide for construction of off-site drainage improvements. The owner/developer shall make adequate guarantees that he/she will stand the full cost of acquiring said property rights and shall retain full responsibility for construction of the required off-site improvements.

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- I) If the construction or improvement of a stormwater drainage facility is required along a property line that is common to more than one property owner, the owner proposing the development is, at the time the property is developed, responsible for each required facility on either side of the common property line, including the responsibility to dedicate or obtain the dedication of any necessary right-of-way or drainage easement.

E.2. DRAINAGE DESIGN CRITERIA

- A) Caldwell County drainage policy shall govern the planning and design of drainage infrastructure subject to the jurisdiction of this ordinance. Notwithstanding, all designs shall be in accordance with sound engineering practices and shall not necessarily be limited to minimum criteria when it is deemed by the County Engineer to be necessary for the welfare or safety of the public to implement more stringent requirements or criteria.
- B) Drainage design sheets shall indicate channel or water course cross-sections at sufficient spacing, scale and dimension to adequately determine or delineate the water surface profile, velocity, and other necessary parameters of the design flow under consideration.
- C) Drainage design calculations shall be presented legibly and with a clear and logical progression on the plan sheets or in a separate report document.
- D) Hydrologic Methods – Hydrologic design procedures used to calculate stormwater flow rates must be consistent when drainage areas are combined. In all cases, the hydrologic method required for the largest drainage area shall be used for all sub-watersheds. Hydrologic design procedures shall conform to the following methods where appropriate:

1) Rainfall frequency design criteria must be selected before applying any hydrologic method. In September 2018, the National Weather Service published NOAA Atlas 14 – Precipitation Frequency Atlas of the United States, Volume 11 Version 2.0: Texas. This volume of Atlas 14 provides updated precipitation frequency estimates for Texas and replaces previous precipitation frequency studies. It is based on rainfall records at thousands of stations with a period of historic record through December 2017, with a few stations updated through June 2018. A single set of depth-duration frequency (DDF) values and intensity-duration-frequency (IDF) parameters that are suitable for use within the County are provided in Tables E-1 and E-2. While precipitation-frequency estimates do vary across the County (e.g., up to 0.5 inch variation in the 100-year recurrence interval, 24-hour duration precipitation estimate), these tables provide values that are well within the upper and lower bounds of the 90% confidence interval throughout the County.

Table E-1. Depth-Duration-Frequency Values for Caldwell County

Duration	Depth of Precipitation (inches) by Recurrence Interval							
	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	200-yr	500-yr
5-min	-0.53	-0.67	-0.80	-0.98	-1.12	-1.28	-1.45	-1.68
15-min	-1.06	-1.35	-1.60	-1.96	-2.24	-2.54	-2.87	-3.34
30-min	-1.49	-1.90	-2.25	-2.75	-3.13	-3.54	-4.01	-4.69
1-hr	-1.96	-2.51	-2.99	-3.66	-4.19	-4.77	-5.45	-6.45
2-hr	-2.42	-3.15	-3.82	-4.81	-5.63	-6.57	-7.65	-9.28
3-hr	-2.70	-3.54	-4.34	-5.55	-6.60	-7.81	-9.21	-11.31
6-hr	-3.17	-4.20	-5.21	-6.78	-8.17	-9.79	-11.65	-14.48
12-hr	-3.64	-4.84	-6.02	-7.85	-9.47	-11.37	-13.58	-16.94
24-hr	-4.14	-5.51	-6.84	-8.90	-10.69	-12.80	-15.27	-19.05

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Table E-2. Intensity-Duration-Frequency Values for Caldwell County

Recurrence Interval	a	b	c
2-year	-45.24	-9.339	-0.7399
5-year	-53.47	-8.650	-0.7228
10-year	-61.25	-8.352	-0.7147
25-year	-69.96	-7.941	-0.6954
50-year	-73.59	-7.329	-0.6732
100-year	-77.31	-6.832	-0.6524
500-year	-77.48	-4.967	-0.5837

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2) The U.S. Corps of Engineers hydrologic model HEC-HMS shall be used when drainage areas exceed 100 acres, and may also be used for drainage areas smaller than 100 acres. Soil Conservation Service (now NRCS) TR-55 methods may be used for developing times of concentrations (lag times). When utilizing TR-55 Sheet Flow Lengths shall not exceed 100-ft for developed conditions, Sheet Flow Lengths for undeveloped conditions shall be 300-ft unless clear topographic of other evidence indicates shorter lengths are warranted, ~~or 200-ft for undeveloped conditions~~ and Shallow Concentrated Flow Lengths shall not exceed 1,000-ft under any circumstances unless evidence is submitted to the satisfaction of the County Engineer that special circumstances exist that warrant the use of lengths exceeding these limits.

Caldwell County has adopted the use of a 24-hour HEC-HMS frequency storm distribution for use with time-varying rainfall simulations. The depth-duration-frequency (DDF) values to be used are shown in Table E-1. These depths should be entered directly into HEC-HMS software as frequency storm meteorological models. HEC-HMS will generate the appropriate rainfall distribution for each recurrence interval. The Atlas 14 depths provided are based on a partial-duration analysis; no partial-to-annual output conversion is required. For use of the frequency storm in HEC-HMS for the evaluation of the 24-hour event, the meteorological model parameters should be set as follows:

Input Type: Partial Duration

Output Type: Annual Duration

Intensity Duration: 5 Minutes

Storm Duration: 1 Day

Intensity Position: 50 Percent Storm

Area (mi²): Blank for areas less than 10 square miles. Use areal reduction for larger areas.

Curve: Uniform For All Subbasins

The computational time interval for computer simulations should be selected based on criteria for the minimum lag time in a given model. The computational time interval used in a HEC-HMS model should be no more than 6 minutes.

Curve numbers shall be selected based upon NRCS TR-55. Pre-developed curve numbers shall be based upon natural hydrologic activities based upon predeveloped conditions (prior to any construction or land clearing activities). Curve numbers for developed conditions shall be at least equal to pre-developed conditions.

- 3) The Rational Method may be used for drainage areas not exceeding one hundred (100) acres. Rainfall intensity (i), the average rainfall rate in inches per hour, is a key parameter in the Rational Method equation. Rainfall intensity is selected based on design rainfall duration and design frequency (recurrence interval). The design duration is equal to the time of concentration for the drainage area under consideration. The design frequency is a statistical variable which is established by design standards or selected by the engineer as a design parameter. Rainfall intensity should be calculated using the best-fit intensity-duration-frequency (IDF) Equation E-1, which mathematically represents the Caldwell County IDF curves:

1)
$$i = a/(t+b)^c$$
 (Eq. E-1)

where i = Average rainfall intensity in inches per hour,

t = Storm duration in minutes, which is equal to the time of concentration for the entire drainage area of interest, and

a, b, and c = Coefficients for different storm frequencies.

- 4) The best-fit coefficients of a, b, and c for Equation E-1 are listed in Table E-2. Equation E-1 is applicable for all design recurrence intervals shown and is required for use with the Rational Method equation. Equation E-1 should not be used to calculate rainfall intensity for a time of concentration longer than 120 minutes. An area with a time of concentration longer than 120 minutes should be analyzed using the HEC-HMS frequency storm distribution.

~~2) The U.S. Corps of Engineers hydrologic model HEC-HMS or the Soil Conservation Service (now NRCS) model SCS-TR-20 shall be used when drainage areas exceed 100 acres, and may also be used for drainage areas smaller than 100 acres. TR-55 may be used for developing times of concentrations (lag times). When utilizing TR-55 Sheet Flow Lengths shall not exceed 100-ft for developed conditions or 300-ft for undeveloped conditions and Shallow Concentrated Flow Lengths shall not exceed 1,000-ft under any circumstances unless evidence is submitted to the satisfaction of the County Engineer that special circumstances exist that warrant the use lengths exceeding these limits.~~

- 3)4) Alternate methods may be approved by the County Engineer on a case-by-case basis.

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-
- E) Hydraulic Methods – Hydraulic design procedures used to calculate water surface elevations, flow velocities, energy grade lines or other hydraulic parameters shall conform to the following methods where appropriate:
- 1) Manning's Equation may be used for computing normal depths for steady flows confined to uniform channels with free surface flow.
 - 2) The riverine hydraulics program HEC-RAS Flood Plain Hydraulics, developed by the US Army Corps of Engineers, ~~or WSP2 (Water Surface Profile 2), developed by the Soil Conservation Service,~~ shall be used for analysis of non-uniform flow and of backwater profiles.
 - 3) StormCad, developed by Bentley Systems, or Hydraflow Storm Sewers, developed by Autodesk shall be used for design of storm sewer systems.
 - 4) Alternative hydraulic analysis methodologies including multi-dimensional and/or unsteady flow models for open channel flow or alternative storm sewer analysis methodologies may be allowed subject to prior approval by the County Engineer.
- F) Drainage plans shall show the design in plan and profile on the same sheet and shall have a scale ratio no larger than 1" = 50' horizontal to 1" = 5' vertical.
- G) The maximum allowable flow velocity in open channels for the 100-year frequency storm is six feet (6') per second. The minimum allowable flowline slope in open channels is one (1) percent. Use of a concrete low flow inset channel allows a minimum flowline slope of 0.5%. Alternative design values may be acceptable subject to review and approval by the County Engineer.
- H) Channel side slopes may not be steeper than ~~34~~ 3:1 (H:V) unless provided with structural or other measures designed by a qualified engineer to assure slope stability.
- I) Open channels shall have a minimum freeboard of 0.5-ft. The engineer must take care to insure open channel flow designs provide adequate freeboard to accommodate hydraulic jumps and superelevation which may occur in the channel when considering the 25- and 100-year storms.
- J) For non-curbed streets, all flows shall be contained within parallel roadside ditches. Concrete or rock retards shall be used when design velocities exceed ~~five-six~~ five feet (~~5-6~~) per second. Roadside drainage ditches without a protective lining shall have an established vegetative cover.
- K) Construction plans for proposed reinforced concrete box culverts, bridges and related structures may be adaptations of TxDOT standards.
- L) For bridges and culverts constructed on streets in urban or rural subdivisions serving residential properties, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than twelve (12") inches. For bridges and culverts constructed on streets other than in residential neighborhoods, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than six (6") inches.
- M) Where a floodplain delineation is required, its determination shall be based on the projected full development of all properties contributing to the point of consideration assuming no flood detention. The design engineer may elect to incorporate the flow reduction benefits of upstream flood detention subject to the following required field and hydrologic investigations:
-

-
- 1) a field survey of the existing physical characteristics of both the outlet structure and ponding volume of upstream flood detention facilities.
 - 2) a comprehensive, ~~spacially~~-spatially and temporally accurate hydrologic analysis of contributing hydrographs.

Approval of flow reductions associated with upstream detention are subject to review and approval by the County Engineer.

- N) The design engineer may elect to utilize a floodplain delineation previously approved by the County Engineer, assuming the ~~same delineation~~ is still applicable under present requirements, ~~and criteria, and watershed conditions~~. In so doing, the engineer does not remove himself from responsibility for the delineation's accuracy.
- O) A drainage area of 64 acres or greater is required within a contributing watershed to create a "floodplain". For areas of flow with less than 64 acres of contributing area, no floodplain must be defined; however, with regard to the drainage design criteria presented herein, any concentrated flow shall be contained in a dedicated drainage easement.
- P) Drainage easements shall provide additional width necessary to allow safe ingress and egress for maintenance activities and equipment.
- Q) All new bridges shall be designed to convey a 100-year frequency storm. The water surface profile elevation shall not exceed the low chord elevation of the bridge structure.
- R) The 25-year hydraulic grade line shall be at or below the gutter line and shall in no case surcharge back through an inlet or inlets.
- S) All storm sewers, inlets, manholes or junctions shall be designed in accordance with Texas Department of Transportation hydraulic criteria.
- T) Headwalls, wing-walls, ditch checks, inlets or other drainage structures shall be designed in accordance with Texas Department of Transportation standards.

F. APPENDIX F – EROSION AND SEDIMENT CONTROL REQUIREMENTS

- A) Minimum requirements for temporary and permanent erosion control design for site and subdivision projects shall be as follows:
 - 1) The temporary (construction-phase) erosion control plan shall be sufficient to prevent sedimentation of drainageways, drainage structures, and floodplain areas that could result in reduced flow capacity, excessive streambank erosion, erosion around structures, or damage to adjoining property.
 - 2) The permanent erosion control plan shall be sufficient to:
 - a) Permanently stabilize all disturbed areas with vegetation, including slopes and embankments.
 - b) Prevent erosion at culvert and storm sewer outlets, at bridges, and within channels through use of energy dissipaters, rip-rap, level spreaders, vegetative channel treatments, erosion resistant

structural linings or gabions; erosion control blankets, retards or drop structures both during and after the vegetation re-establishment period.

- c) Protect the integrity of structural improvements including prevention of ongoing sedimentation of drainage structures, channels, and roadside drainage ditches.

B) Stormwater discharges from all land development projects must conform to the National Pollutant Discharge Elimination System (NPDES) requirements of the Clean Water Act which is administered through the U. S. Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality. Based on construction scope and total acreage of disturbed soil area, requirements may include compliance with NPDES General Permits for Industrial Activity, preparation and execution of a Storm Water Pollution Prevention Plan (SWPPP), and construction start and completion notifications. If applicable, the project SWPPP shall be submitted to the County prior to the pre-construction meeting or commencement of soil disturbing activities, whichever occurs first.

C) Rock or riprap retards shall be used to control the erosive characteristics of drainage in roadside ditches on steep slopes. Retards shall be designed to reduce flow velocities to a non-erosive level and to prevent storm flows from encroaching on the driving surface. Retards shall not project onto shoulder surfaces and shall blend into ditch lines so that normal roadside ditch maintenance is possible.

G. APPENDIX G – PROTECTION OF STREAMBANKS AND BLUFFS

G.1. STREAM SETBACK REQUIREMENTS

Development activity in Caldwell County, including grading, clearing and construction, shall be set back from the centerline of waterways the following distances based upon the size of the contributing watershed:

- | | |
|---|----------|
| A) Minor Waterways (64 to 320 acres) | 50 feet |
| B) Intermediate Waterways (320 to 1280 acres) | 100 feet |
| C) Major Waterways (greater than 1280 acres) | 150 feet |
- D) Setback distances shall in no case extend more than twenty-five (25') feet beyond the limits of the 100-year floodplain.

G.2. BLUFF PROTECTION

Development activity including clearing of natural vegetation shall be set back from the crest of a bluff (or top of bank) a distance of 75 feet from the top of the bluff OR a horizontal distance equal to three (3) times the height from the toe to the top of the bluff, whichever is less.

G.3. EXEMPTIONS

Development activity exempted from this requirement includes: necessary roadway crossings, utilities, driveways, and trails designed to minimize disturbance to the protected zone to the maximum extent practical (subject to the approval of the County Engineer).

G.4. WAIVER

A waiver from these requirements may be granted if:

- 1) a water quality plan meeting or exceeding the requirements of the LCRA Water Quality Management Technical Manual (or other equivalent entity as may be recognized by Caldwell County) is implemented within the subdivision; and
- 2) a geotechnical analysis demonstrates that the streambank slope or bluff is sufficiently stable to support itself and any proposed structures located along the crest of the bluff or engineering measures are employed to stabilize the slope.

Waiver of setbacks under this section does not permit the filling in or re-routing of natural streams, creeks, or waterways with an identifiable stream bed and banks, watercourses that may meet the definition of Waters of the State of Texas, or Waters of the United States.

H. APPENDIX H – FLOODPLAIN REVISION REQUIREMENTS

A) Under FEMA's National Flood Insurance Program (NFIP), it is the responsibility of the County to assure that local Flood Insurance Rate Maps (FIRM) continue to accurately represent the boundaries of the 100-year floodplain (the "Special Flood Hazard Areas" (SFHA)) when development within the community results in changes to the flood boundary. Applications for subdivision or construction permits in Caldwell County shall include detailed hydrologic and hydraulic analyses of existing and proposed FEMA regulatory base flood elevations and floodplain boundaries. When it is determined by the County Engineer or Floodplain Administrator that proposed development may cause changes to floodplain characteristics along FEMA-regulated streams within the County's jurisdiction, the applicant shall submit appropriate applications and documentation to FEMA. The applicant shall provide the County Engineer and Floodplain Administrator copies of ongoing application processing and comments response necessary to achieve FEMA approval of map revisions.

B) Applications to FEMA required by the County may include one or more of the following:

- 1) Letter of Map Revision Based on Fill (LOMR-F): A LOMR-F application is submitted when a structure or parcel has been elevated on fill above the BFE and is therefore excluded from the SFHA.

-
- 2) Letter of Map Amendment (LOMA): A LOMA is an official map revision by letter to the effective NFIP map based upon review of scientific or technical data submitted by the Owner of a property who believes the property has incorrectly been included in a designated SFHA. A LOMA amends the currently effective FEMA map and establishes that a specific property is not located in a SFHA.
 - 3) Letter of Map Revision (LOMR): A LOMR application seeks from FEMA a letter authorizing official revision of an effective FIRM based on updated, detailed hydrologic and hydraulic modeling of physical changes to channels and other flow conveyance facilities resulting from improved topographic or drainage structures data, structural flood control improvements, or evidence of actual flooding patterns following an extreme rainfall event. Issuance of an approved LOMR by FEMA results in an official change to the community's Flood Insurance Rate Map(s).
 - 4) Conditional Letter of Map Revision (CLOMR): A CLOMR request is submitted to FEMA when a community, a developer, or a property owner seeks pre-construction FEMA review and comment on a proposed project which will affect local BFE's and floodplain boundaries. A CLOMR is FEMA's determination as to a project's ability to comply with minimum NFIP floodplain management criteria. If the project complies, the CLOMR also describes the character of probable revisions to NFIP maps but does not represent a binding commitment from FEMA regarding future flood boundary locations or BFE's. Conditional letters may also be requested for a LOMR-F and a LOMA.
- C) Depending upon the character and location of proposed changes to base flood elevations, the County Engineer may require the applicant to complete the processing of a Conditional Letter of Map Revision (CLOMR) prior to issuance of a site or subdivision permit.
- D) The County Engineer may also require performance of a regulatory floodway determination as a means of allowing development in flood-prone areas while limiting the magnitude of long term flood hazards. The regulatory floodway constitutes the stream channel plus that portion of the overbank area which must be kept free of encroachment in order to allow conveyance of the 100-year flood without increasing base flood elevations by more than one foot (or an alternative threshold as determined on a case-by-case basis by the County Engineer). Construction within the floodway fringe (non-floodway) portion of the floodplain requires finished floor elevations to be placed at least two feet above the corresponding base flood elevation.

23. Discussion/Action regarding a variance request for Compostela Subdivision located on Williamson Road (CR 177) concerning the easement requirements under Appendix D.G of the Caldwell County Development Ordinance as it applies to the subdivision. **Speaker: Commissioner Roland/Kasi Miles/Tracy Bratton; Backup: 67; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 12/10/2019

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

regarding a variance request for Compostela Subdivision located on Williamson Road (CR 177) concerning the easement requirements under Appendix D.G of the Caldwell County Development Ordinance as it applies to the subdivision.

1. Costs:

Actual Cost or Estimated Cost \$ _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title
<hr/>		

(1) Commissioner Roland

(2) Kasi Miles

(3) Tracy Bratton

3. Backup Materials: None To Be Distributed 67 total # of backup pages
(including this page)

4. 
Signature of Court Member

12/3/2019
Date



Barron Oaks Plaza, Building 11
901 South Mopac Expy | Ste 225
Austin, Texas 78746
phone 512.328.2008
fax 512.328.2409
www.mcleanhoward.com

September 3, 2019

Ms. Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **Compostela Subdivision – Final Plat
BCG Project 070004-14-004**

Dear Ms. Miles:

I represent the applicant in the above-referenced final plat. The applicant understands that Caldwell County staff will place the above-referenced plat on the County Commissioners Court agenda for approval on September 9, 2019 if the applicant requests a variance to the easement requirements set forth in Appendix D.G) of the Caldwell County Development Ordinance ("CDO"). In light of that condition for approval, and subject to and without waiving the applicant's rights under Section 235.0025(d) and (i) of the Texas Local Government Code ("TLGC") (such rights are hereby expressly reserved), the applicant hereby requests a variance to the easement requirements set forth in Appendix D.G) of the CDO.

As stated, by requesting this variance, the applicant is in no way waiving its rights or any claim under Section 235.00125 of the TLGC.

Thank you for your attention to this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey S. Howard'. The signature is fluid and cursive.

Jeffrey S. Howard

cc: **Robert W. McDonald, III
Charles R. Wirtanen, P.E., Bowman Consulting Group
Amanda S. Montgomery, First Assistant District Attorney**

MCDONALD SIGNET LIMITED

9311 S INTERSTATE 34 BLDG 3
AUSTIN, TX 78744

6242

32-1729/1110

DATE 03/17/15

PAY TO THE ORDER OF

Caldwell County

\$ 3475.00

Three thousand four hundred seventy five ⁰⁰/₁₀₀ DOLLARS



BRANCH BANKING AND TRUST COMPANY
1-800-BANK-887 EXT. 2000

FOR

Compostela

Am J Ripez

⑈00006242⑈ ⑆111017694⑆ 1440009428430⑈

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET
LOCKHART, TEXAS 78644
(512) 398-1803

4942

DATE 3-19-15

RECEIVED FROM

McDonald Signet Limited

\$ 3,475.00

Three thousand four hundred seventy five dollars

FOR Subs. Fees - Pre. Plat for Compostela Subdivision

AMOUNT OF ACCOUNT		
THIS PAYMENT	3,475.00	
BALANCE DUE	0	

- CASH
- CHECK
- NO

BY Kasi P. Miles Thank You

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET
LOCKHART, TEXAS 78644
(512) 398-1803

4942

DATE 3-19-15

RECEIVED FROM

McDonald Signet Limited

\$ 3,475.00

Three thousand four hundred seventy five dollars

FOR Subs. Fees - Pre. Plat for Compostela Subdivision

AMOUNT OF ACCOUNT		
THIS PAYMENT	3,475.00	
BALANCE DUE	0	

- CASH
- CHECK
- NO

BY Kasi P. Miles Thank You

MCDONALD SIGNET LIMITED

6273

DATE 07/20/15

PAY TO THE ORDER OF Caldwell County

\$ 3475⁰⁰

Three thousand four hundred seventy five and 00/100 DOLLARS



MP&T (RANCH BANKING AND TRUST COMPANY) 1-800-BANK-BEST-DOT-COM

FOR Compostela

Anna Lopez

⑈00006273⑈ ⑆121017694⑆440009428430⑈

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET
LOCKHART, TEXAS 78644
(512) 398-1803

5080

DATE 7-22-15

RECEIVED FROM McDonald Signet Ltd.

\$ 3475.00

Three thousand four hundred seventy five dollars and no/100
FOR pre. plat fees for resubmit- Compostela Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	3,475.00
BALANCE DUE	0

- CASH
- CHECK
- MO

BY Kasi L. Mills Thank You

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET
LOCKHART, TEXAS 78644
(512) 398-1803

5080

DATE 7-22-15

RECEIVED FROM McDonald Signet Ltd.

\$ 3475.00

Three thousand four hundred seventy five dollars and no/100
FOR pre. plat fees for resubmit- Compostela Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	3,475.00
BALANCE DUE	0

- CASH
- CHECK
- MO

BY Kasi L. Mills Thank You

COMPOSTELA LLC
5911 S IH 35 BLDG 3 STE 100
AUSTIN TX 78734

2066

DATE 9/15/16

PAY TO THE ORDER OF Caldwell County

Two thousand five hundred twenty five ⁰⁰/₁₀₀ DOLLARS



[Signature]



FOR _____

⑈002066⑈ ⑆114917814⑆ 42 310 74⑈

CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST
LOCKHART, TEXAS 78644
(512) 398-1803

5657

DATE 9-23-16

RECEIVED FROM Compostela, LLC
Two thousand five hundred twenty five ⁰⁰/₁₀₀ DOLLARS

FOR Pre flat fees - Compostela Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	2,525.00
BALANCE DUE	0.00

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L Miles

Thank you

CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

5657

DATE 9-23-16

RECEIVED FROM Compostela, LLC
Two thousand five hundred twenty five ⁰⁰/₁₀₀ DOLLARS

FOR Pre flat fees - Compostela Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	2,525.00
BALANCE DUE	0.00

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L Miles

Thank you

Discussion / Action to consider granting an extension on the preliminary plat for Compostela Subdivision located on Williamson Road (CR 177).

Cost: None Speaker: Commissioner Roland / Kasi Miles Backup: 2

V **VIGIL & ASSOCIATES**
CONSULTING SERVICES

Firm Registration No F-4768
4303 Russell Drive, Austin, TX 78704, Phone (512) 326-2667

October 27, 2017

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

Re: Compostela Subdivision
78 Acres Williamson Road
Caldwell County TX

Dear Ms Miles:

The Preliminary for Compostela Subdivision has been delayed due to the pending condemnation action of the proposed Vista Ridge Regional Water Line easement that will bisect the property. We have recently resubmitted the Preliminary, but we do not expect to have it returned with comments and then be able to clear all of the comments by the deadline as a result of that action.

For this reason, on behalf of the Owner, we respectfully request that the deadline for clearing all comments be extended by 180 days from the current deadline date.

Thank you for your consideration,

Very Truly Yours,


Mermann Vigil, P.E.

cc: Robert W McDonald, III
Tracy A. Bratton, P.E.

RE: Compostela-Extension request

Tracy Bratton

10/27/2017 5:51 PM

Kasi Miles <miles479@hotmail.com>, Jordan Powell@co.caldwell.tx.us, Jordan Powell@co.caldwell.tx.us, Jacquie Thomas <jacquie.thomas@co.caldwell.tx.us>

This needs to be placed on the next agenda. I recommend approval. The extenuating circumstances being 1) court denial of the variance which requires them to redesign the project and 2) a new proposed easement that is being taken by Vista Ridge pipeline.

Tracy A. Bratton, P.E. | Bowman Consulting

TAPE Firm No. F-14309

From: David Sheets [mailto:david@vigilandassociates.com]

Sent: Friday, October 27, 2017 3:19 PM

To: Kasi Miles <miles479@hotmail.com>

Cc: Ill Robert W. McDonald <txrwmc3@yahoo.com>; Hermann Vigil <hermann@vigilandassociates.com>; Tracy Bratton <tbratton@bowmanconsulting.com>

Subject: Compostela-Extension request

Kasi Miles, Director
Sanitation Dept.
Caldwell County

Kasi,

Please find attached a letter requesting an extension on the deadline for the Compostela Preliminary.

Thank you!

David

David Sheets
Vigil and Associates
4303 Russell Drive
Austin TX 78704
512 326-2667
david@vigilandassociates.com

COMPOSTELA LLC
9911 S IH 35 BLDG 3 STE 100
AUSTIN, TX 78744

2114



BB 1781 1149

DATE 11/03/17

PAY TO THE ORDER OF Caldwell County

Two hundred seventy and 00/100

\$ 275.00

DOLLARS



AMERICAN BANK OF COMMERCE
12000 1000
AUSTIN, TEXAS 78761
2122 01 1000

[Signature]



Security Features

FOR _____

⑆002114⑆ ⑆114917814⑆ 42 310 74⑆

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

6231

DATE 11-6-17

RECEIVED FROM Compostela, LLC

Two hundred seventy-five dollars + 00/100 \$ 275.00

FOR Variance Fee Request - Compostela Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	275.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L. Miles

Thank You

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

6231

DATE 11-6-17

RECEIVED FROM Compostela, LLC

Two hundred seventy-five dollars + 00/100 \$ 275.00

FOR Variance Fee Request - Compostela Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	275.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L. Miles

Thank You

Discussion / Action to consider a variance request from Appendix A, Table B-2 of the Caldwell County Subdivision Ordinance to allow a right-of-way of less than sixty ft. (60') in width concerning Compostela subdivision located on Williamson Road (CR 177).

Cost: None Speaker: Commissioner Roland / Tracy Brattton / Kasi Miles Backup: 18

December 4, 2017

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: Compostela Subdivision Preliminary Plat
BCG Project No. 070004-14-003

Ms. Miles,

Bowman Consulting has completed our review of the Preliminary Plat application for the Compostela Subdivision, comprised of 78.437 acres located in the Samson Connell League, Abstract No. 63 of Caldwell County, Texas. The plat contains forty-eight (48) lots ranging in size from 1.00 ac. to 1.99 ac. The subdivision has frontage on Williamson Rd. (CR 177).

Approval of the plat as currently configured, will require a variance to *Appendix A Table B-2* of the Subdivision Ordinance, to allow a right-of-way of less than sixty ft. (60') in width. The ROW area in question is on Clayhill Terrace and approximately 175-ft feet in length.

In the event that the Commoners' Court does not approve the variance, the developer has submitted an alternate preliminary plat with the portion of Clayhill Terrace that is less than the normal ROW width shown as a "private easement for emergency ingress/egress and utilities" This alternate preliminary plat meets the County's Development Standards and does NOT require a variance.

I recommend approval of the variance. I believe that constructing the extension as a public ROW is a better alternative as it ensures longterm maintenance this secondary ingress / egress from the subdivision. Furthermore, the applicant has demonstrated that they can fit the necessary street infrastructure within the narrower-than-normal ROW.

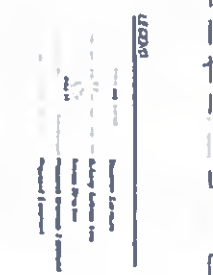
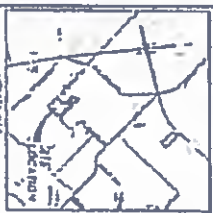
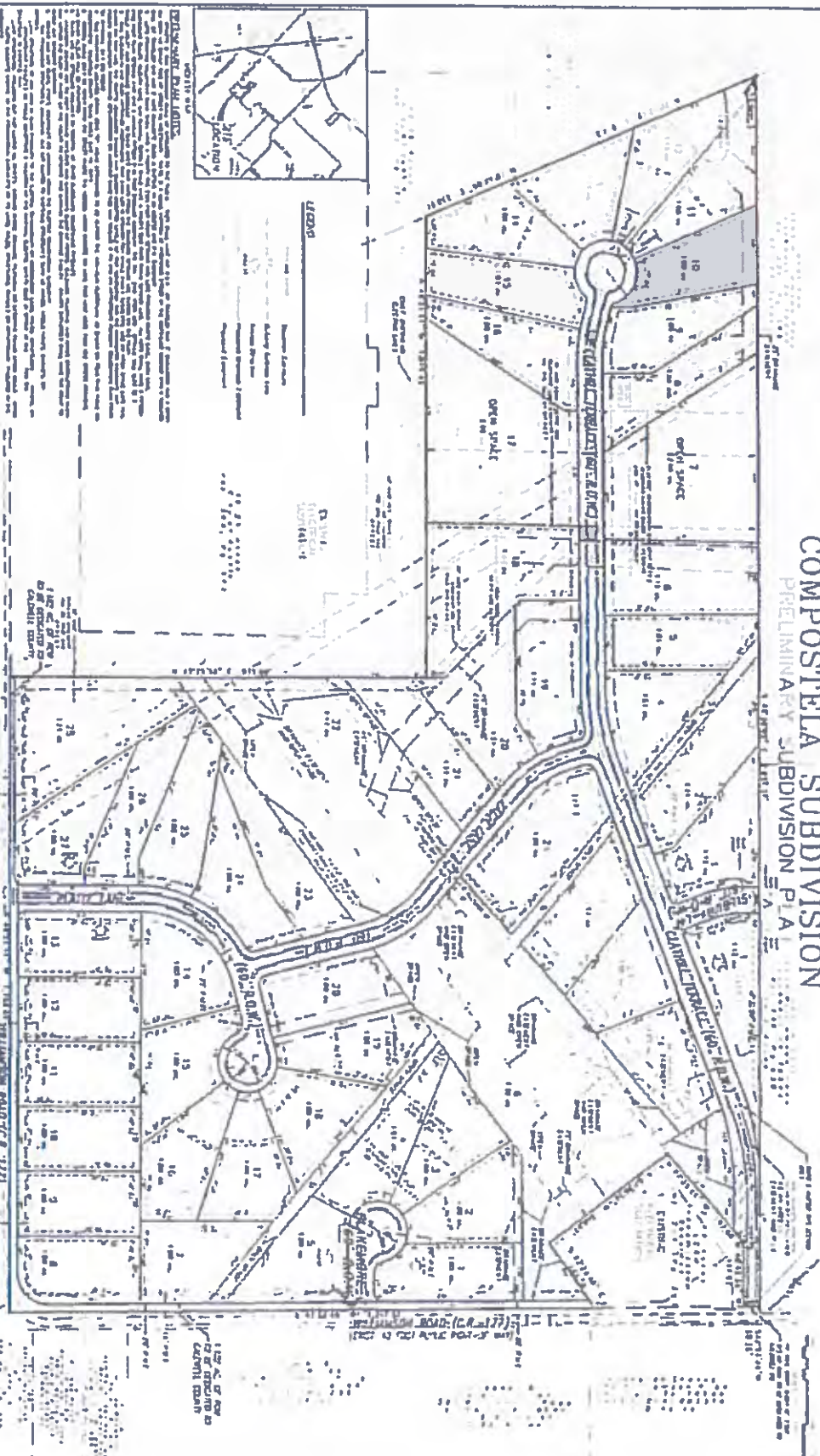
In summary, the preliminary plat appears to be in general conformance with the rules and regulations of Caldwell County except for the described variance. I recommend approval of the variance and the preliminary plat. In the event that the Commissioners' Court does not approve the requested variance, the alternate preliminary plat submitted by the applicant (with a private emergency access easement) is in conformance with the County rules and regulations and is recommended for approval.

Sincerely,


Tracy A. Bratton, P.E.
Bowman Consulting Group, Ltd.

cc: Jacque Thomas

COMPOSTELA SUBDIVISION PRELIMINARY SUBDIVISION P.L.A.



CONCEPT SHEET

NO.	DESCRIPTION	DATE
001	CONCEPT SHEET	11/11/11
002	PRELIMINARY SUBDIVISION P.L.A.	11/11/11
003	FINAL SUBDIVISION P.L.A.	11/11/11
004	FINAL SUBDIVISION P.L.A.	11/11/11
005	FINAL SUBDIVISION P.L.A.	11/11/11
006	FINAL SUBDIVISION P.L.A.	11/11/11
007	FINAL SUBDIVISION P.L.A.	11/11/11
008	FINAL SUBDIVISION P.L.A.	11/11/11
009	FINAL SUBDIVISION P.L.A.	11/11/11
010	FINAL SUBDIVISION P.L.A.	11/11/11

DISCLAIMER: The Engineer and Surveyor are not responsible for the accuracy of the information shown on this map. The Engineer and Surveyor are not responsible for the accuracy of the information shown on this map. The Engineer and Surveyor are not responsible for the accuracy of the information shown on this map.

NOTICE: This map is not to be used for any purpose other than that for which it was prepared. The Engineer and Surveyor are not responsible for the accuracy of the information shown on this map. The Engineer and Surveyor are not responsible for the accuracy of the information shown on this map.

COMPOSTELA SUBDIVISION

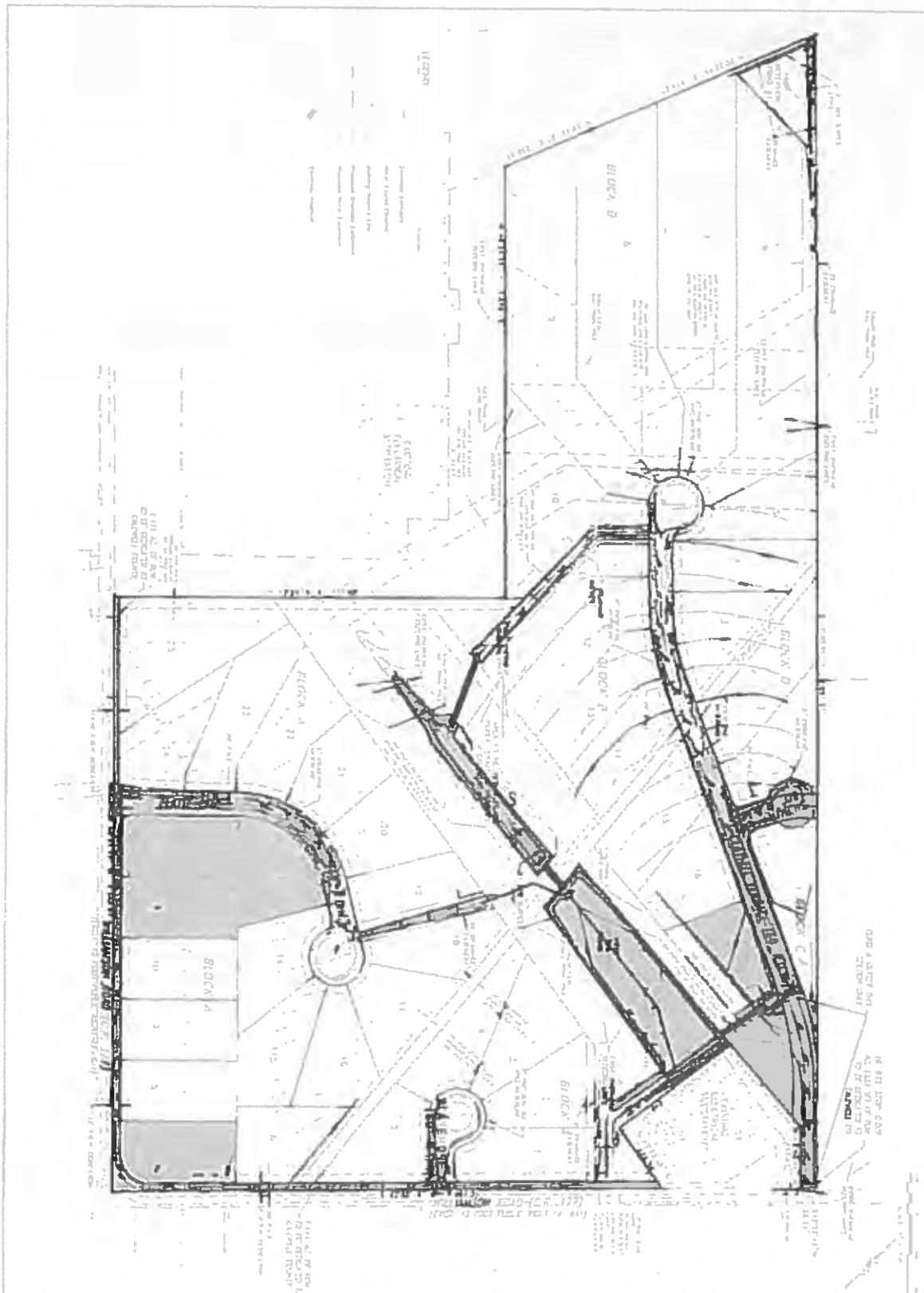
Prepared by: The Associated Land and Surveying Engineers, Inc.

DRAWN BY: [Name]

ENGINEER: [Name]

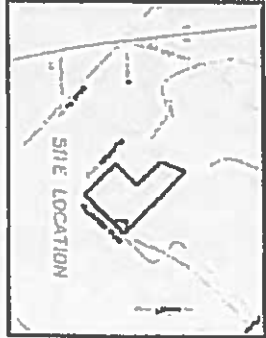
SURVEYOR: [Name]

SCALE: 1" = 100'



<p>DATE: 11/15/73 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>PREPARED BY: CIVIL ENGINEERING PLAN COLIPOSTELA SUBDIVISION 73 AC TRACT 8800 W. 100 N. LAMAR, MO. 64203</p>	<p>VIGIL & ASSOC. ARCHITECTS & ENGINEERS 1111-1113 S. 10TH ST., SUITE 100 KANSAS CITY, MISSOURI 64105 PHONE: 432-2111</p>		<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>PREPARED</td> <td>11/15/73</td> </tr> <tr> <td>2</td> <td>CHECKED</td> <td>11/15/73</td> </tr> <tr> <td>3</td> <td>APPROVED</td> <td>11/15/73</td> </tr> </table>	NO.	DESCRIPTION	DATE	1	PREPARED	11/15/73	2	CHECKED	11/15/73	3	APPROVED	11/15/73
NO.	DESCRIPTION	DATE														
1	PREPARED	11/15/73														
2	CHECKED	11/15/73														
3	APPROVED	11/15/73														

WORTH MAP



SITE LOCATION



Table with 2 columns: Description, Area (Acres). Includes entries for 'Total Area' and 'Surveyed Area'.

DEFINITIONS: This map shows the location of the survey area as shown on the attached plat. The survey area is shown in red on the attached plat. The survey area is shown in red on the attached plat.

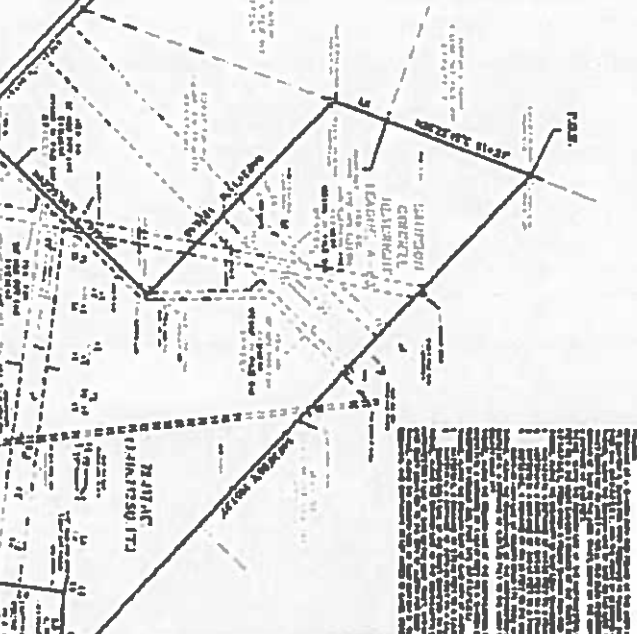


NOTICE: This map is a preliminary map and is not intended to be used as a final map. It is intended to show the location of the survey area and to provide a basis for the final map.

REMARKS: This map is a preliminary map and is not intended to be used as a final map. It is intended to show the location of the survey area and to provide a basis for the final map.

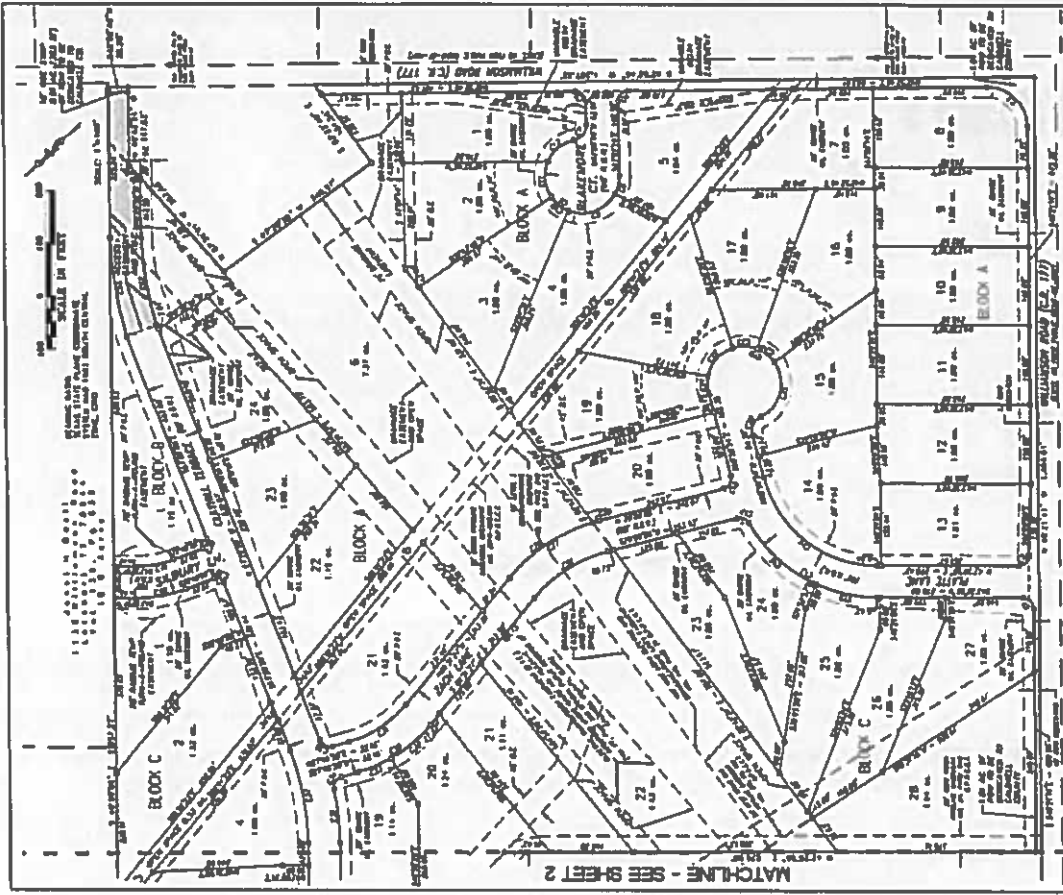
LAND TRACT SURVEY OF TRACT ACRES OUT OF THE SWANSON CONNELL SURVEY, ABSTRACT NO. 63 BEING A PORTION OF A 760 ACRES TRACT RECORDED IN VOLUME 58, PAGE 218, CASSAVAL COUNTY, TEXAS

DA DOUGLASS & ASSOCIATES
1911 B. Highway 27 N. Suite 100
Arlington, Texas 76010
Phone: (817) 461-1111
Fax: (817) 461-1112



REMARKS: This map is a preliminary map and is not intended to be used as a final map. It is intended to show the location of the survey area and to provide a basis for the final map.

Table with 2 columns: Description, Area (Acres). Includes entries for 'Total Area' and 'Surveyed Area'.



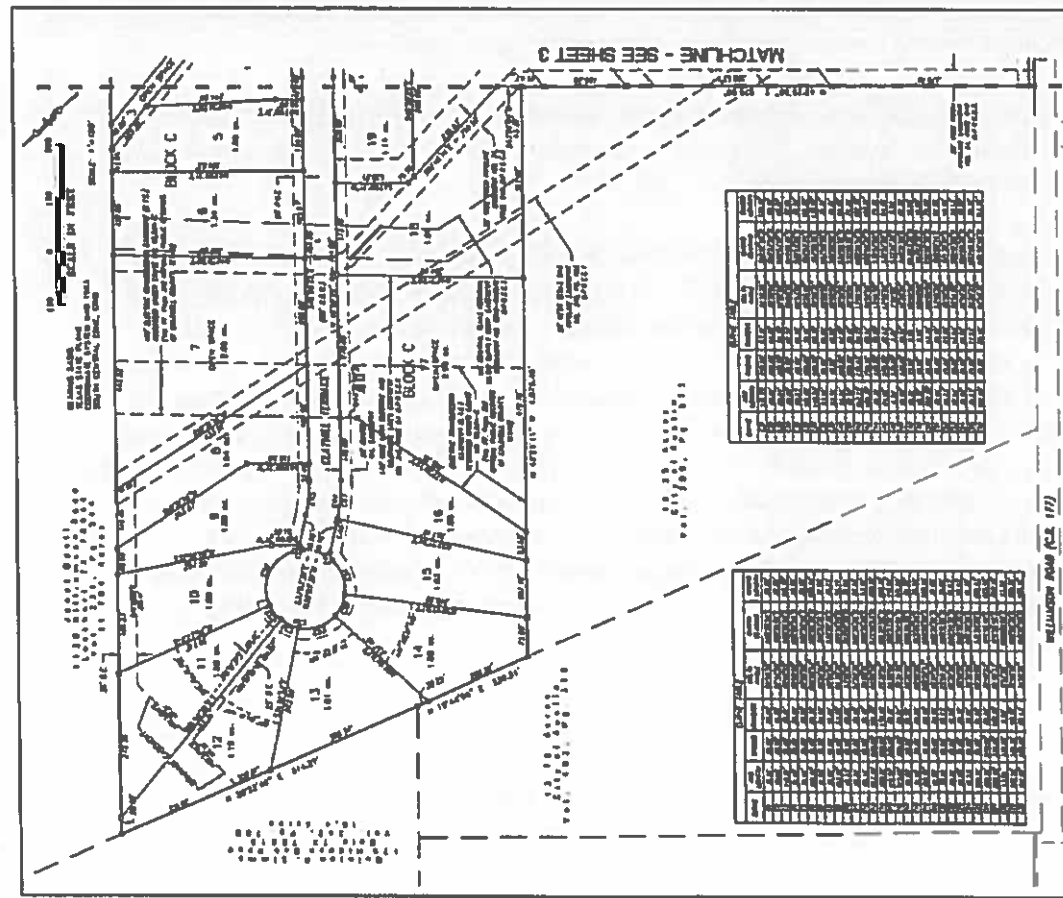
COMPOSTELA SUBDIVISION

SURVEYOR
 RICHARD A. WILSON
 1001 W. 11th St.
 Ankeny, Iowa 50019
 Tel. (515) 281-1988

ENGINEER
 KENNETH W. WILSON
 1001 W. 11th St.
 Ankeny, Iowa 50019
 Tel. (515) 281-1988

SHEET
 3 of 3
 DATE: 12/22/2006

1. SHOWN AS PER PLAN
 2. SHOWN AS PER PLAN
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COMPOSTELA SUBDIVISION

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 KENNETH W. WILSON
 1001 W. 11th St.
 Ankeny, Iowa 50019
 Tel. (515) 281-1988

SHEET
 2 of 3
 DATE: 12/22/2006

Lot No.	Area (sq. ft.)	Area (sq. m.)	Owner
1	10,000	929	...
2	10,000	929	...
3	10,000	929	...
4	10,000	929	...
5	10,000	929	...
6	10,000	929	...
7	10,000	929	...
8	10,000	929	...
9	10,000	929	...
10	10,000	929	...
11	10,000	929	...
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38	10,000	929	...
39	10,000	929	...
40	10,000	929	...

Lot No.	Area (sq. ft.)	Area (sq. m.)	Owner
1	10,000	929	...
2	10,000	929	...
3	10,000	929	...
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35	10,000	929	...
36	10,000	929	...
37	10,000	929	...
38	10,000	929	...
39	10,000	929	...
40	10,000	929	...

August 29, 2019

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **Compostela Subdivision – Final Plat – 3rd Technical Review**
BCG Project No. 070004-14-004

Ms. Miles,

Bowman Consulting Group has completed our 3rd technical review of the application for Compostela Subdivision Final Plat as submitted July 19, 2019 and we have found the following deficiencies:

FINAL PLAT

1. Per CCDO 3.1- "The Commissioners Court will not approve a Final Plat for subdivision of land unless it complies with all applicable requirements of the provisions of this Development Ordinance and other applicable rules and regulations".
2. Representations have been made that all easement approvals were dealt with at the time of Preliminary Plat approval. A variance to the requirements of CCDO Appendix D.G) was not granted by the Preliminary Plat approval.
3. The rights-of-way shown in the do not comply with CCDO Appendix D.G) - EASEMENTS AND RIGHT-OF-WAY REQUIREMENTS. "A letter, statement, or other instrument from the owner of any privately owned easement within the plat boundaries must be provided where such easements are proposed to be crossed by streets (either public or private), or a public utility, or drainage easements, stating that the owner of such easement approves such crossing of his/her private easements for the purposes intended and depicted upon the plat. Where an instrument of record is submitted in lieu of a letter or statement from the owner of any such private easement, the Court shall then refer such instrument to the County's attorney for his/her determination as to whether the conditions in such instrument are sufficient to adequately provide or accommodate the crossings of such private easement by the proposed streets (either public or private), public utility, or drainage easements depicted on the plat".

2. Several of the "approval" review documents provided for easements had contingencies that have not been addressed and were considered in approving the Preliminary Plat including the following:
- A. Austin Energy Easement- According to the Austin Energy document Preliminary Plat review comment "Review and sign off from Austin Energy is required for all final subdivision plats and construction plans for this preliminary subdivision". That "sign off" has not been provided.
 - B. LCRA stated "The grading and elevation information has not been provided and will be reviewed upon receipt", implying their approval was conditional. Has the requested information been provided to LCRA?
 - C. According to the memo provided by David Sheets, Level 3 Communications stated "they would like the right to review and approve any construction plans as they apply to protecting the underground cable prior to starting construction".
 - D. Koch Industries requires the developer to "please provide KPL with specific plans and details regarding the encroachment and construction for review and approval"

In any event, the County needs to be assured that plat dedications of public-right-of way are free of any restrictions that would prevent the use of the right-of-way as intended.

CONSTRUCTION PLANS

1. The construction plans cannot be approved until the easement issues are addressed.

Future submittals of the Final Plat and/or Construction Plans without resolution of the easement issues, will not be accepted for review.

Please let us know if you have any questions in regards to these comments.

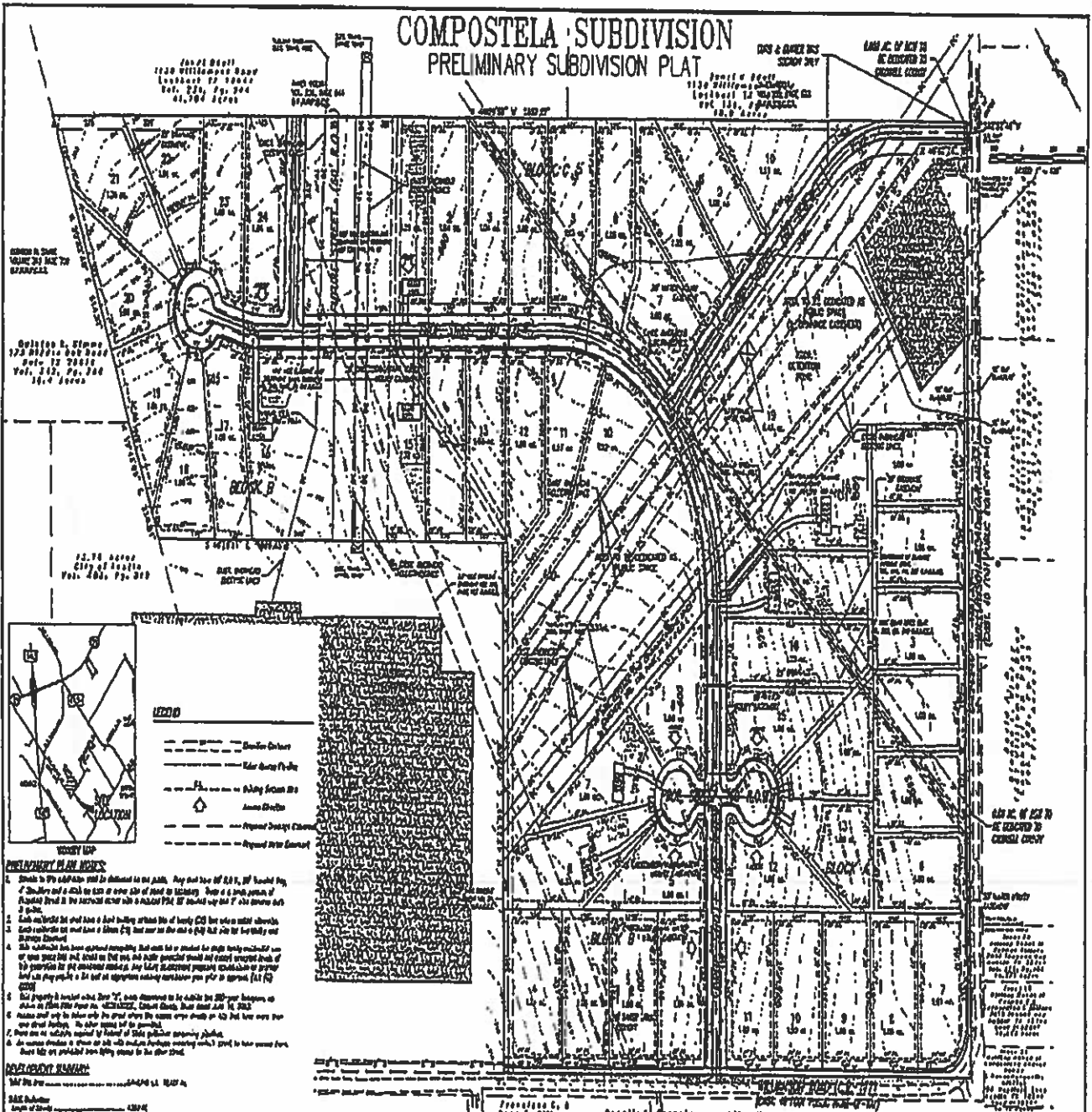
Sincerely,



Charles R. Wirtanen, P.E.
Bowman Consulting

2015.07.13.11 Discussion/Action to consider approval for the preliminary plat for Compostela subdivision to include approximately 58 lots on 78.437 acres located on Williamson Road (CR 177). **Cost: None. Speakers: Judge Schawe/Kasi Miles/Jordan Powell. Backup 1.**

COMPOSTELA SUBDIVISION PRELIMINARY SUBDIVISION PLAT



EXPLANATION OF THE NOTES:

1. Double line with arrows shall be construed as the plat, they shall have the effect of a deed and a deed to the effect of the plat shall be construed as a deed to the effect of the plat.
2. Each lot shall be of such size as to be a legal lot and shall be of such size as to be a legal lot.
3. Each lot shall be of such size as to be a legal lot and shall be of such size as to be a legal lot.
4. Each lot shall be of such size as to be a legal lot and shall be of such size as to be a legal lot.
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6. Each lot shall be of such size as to be a legal lot and shall be of such size as to be a legal lot.
7. Each lot shall be of such size as to be a legal lot and shall be of such size as to be a legal lot.
8. Each lot shall be of such size as to be a legal lot and shall be of such size as to be a legal lot.

DETAILED SUMMARY:

Area of Subdivision	1.234 ac.
Area of Lots	1.234 ac.
Area of Streets	1.234 ac.
Area of Easements	1.234 ac.
Area of Other	1.234 ac.

Surveyed by: [Name] 1925
 1725 Williams Road
 Los Angeles, Ca 90008
 Tel. 213-232-1234

COMPOSTELA SUBDIVISION

Preliminary Plat shown shall not be treated as a deed.

OWNER Compostela, Inc. 1725 Williams Road Los Angeles, Ca 90008 Tel. 213-232-1234	ENGINEER John A. Smith 1725 Williams Road Los Angeles, Ca 90008 Tel. 213-232-1234	SURVEYOR John A. Smith 1725 Williams Road Los Angeles, Ca 90008 Tel. 213-232-1234
--	--	--

NOTICE:
 This plat is subject to the provisions of the California Subdivided Lands Act, Chapter 322, California Statutes, and the regulations thereunder.

DISCLAIMER:
 The engineer and surveyor make no warranty as to the accuracy of the plat, but they warrant that they have followed the laws and regulations governing the practice of their respective professions.



June 20, 2015

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **Compostela Subdivision – Preliminary Plat 2nd Review**
Project No. 70004-14-001

Ms. Miles,

Bowman Consulting Group has completed an engineering review of the preliminary plat application for Compostela Subdivision, and we have found the application to be incomplete. In fact, the revised plans not only fail to address all of the previous comments, the responses and revisions made to the plans result in more non-compliance issues with the Development Ordinance. Because of the difficulty in reading the plans (line weight / line types are confusing, not labeled, and hard to see) it is impossible to make a complete review of the updated materials. Also some calculations presented are blatantly in error.

Below is a list of noteworthy issues. I must reiterate: this is not an all-inclusive list. The applicant and their engineer are responsible for compliance with all of the applicable rules (not just those blatant errors that the County's review fixes for them).

1. The survey prepared by Doucet & Associates identifies numerous existing utilities that are not shown within easements (on the survey or the preliminary plat). Many of these utilities do not appear on the preliminary plat but it is clear from comparing the preliminary plat with the survey that there are numerous conflicts (including power poles in the middle of proposed lots, proposed streets, and proposed waterline easements). All existing utilities (including pole locations) need to be shown on the plat. Any that are to be removed should be clearly indicated as such (by use of a label and gray / lighter linework). Please review Appendix D Items B, F & G and place the required information on the plat and provide acknowledgement from the various easement holders of the planned subdivision.
2. Applicant shall review applicable rules to location of residential structures adjacent to a petroleum easements and provide an affirmative statement that the proposed plat complies with all federal and state rules for such as well as complies with any restrictions that may exist in their easement document(s).
3. The "Future Street" shall be completed to the property boundary with the construction of the Compostela Subdivision (the plans are unclear as to the intent).
4. Building lines, waterline and drainage easements on the plat are confusing (all appear to be the same line type and only the building line appears in the legend).

3101 Bee Cave Road, Suite 100
Austin, TX 78746 | p: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

bowmanconsulting.com

5. Between lots 24 and 25 (Block B) is a drainage easement that is directing what was once sheet flow as a point source discharge at an adjacent property. This will require a flow spreader to return the stormwater to sheet flow. The DE must be revised to reflect this.
6. The engineers response to questions about Drainage Area 3 is inadequate. The Area 3 calculations are obviously incorrect (the primary error probably lies in the time of concentration calculations although the 'n' values and slopes also appear to have been manipulated to achieve a desired result and not the existing or proposed conditions). The quality of all the drainage calculations is suspect at this point.
7. For lots that front multiple streets, please indicate which street the lot shall take access from and include notes prohibiting access from the other street.
8. Due to narrow cul-de-sac frontages, lots 16/17, 14/15 in Block A and 24/25 in Block B require shared access driveways on their common lot line.
9. Note on the bottom of the preliminary plat misspells "adequacy".
10. Proposed conditions drainage plan is confusing and not allow for adequate review. Examples: topography is not clearly visible. Discharge / analysis points are not clearly labeled.
11. The drainage plan, as currently understood, shows the applicants intention to increase flows to existing swales along County Road 177 (Williamson Road). While the detention pond might (emphasis on "might" given the quality of the drainage calculations) result no net increase at their point of analysis (which is an assumed location because the point is not clearly labeled), increased flows to the County ROW are not allowed without documentation developed by the applicant showing that the roadside swales are adequate to contain the increased flows safely.
12. Service line and meter locations should be added to the Utility Plan so the County may understand the locations of utility crossings.

Revised materials from the applicant may result in new comments.

Sincerely,


Tracy A. Bratton, P.E.
Bowman Consulting



July 6, 2015

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: Compostela Subdivision – Preliminary Plat Status
Project No. 70004-14-001

Ms. Miles,

Bowman Consulting Group has undertaken review of the Compostela Preliminary Plat. We have issued two sets of technical comments related to this preliminary plat. *As of this date, those comments have not been adequately addressed to demonstrate compliance with Caldwell County's Development Ordinance.* It is noteworthy that the illegibility and technical issues of the preliminary plat prevent complete review – meaning that the Developer's next submittal, even if it addresses the current list of known items, may generate new comments.

It is our pleasure to be of assistance to the County on this project. If the Court would like for me to be present at Commissioners Court when the preliminary plat is considered, please let me know by as soon as possible.

Sincerely,

Tracy A. Bratton, P.E.

Bowman Consulting Group

MCDONALD SIGNET LIMITED
9811 S INTERSTATE 35 BLDG 3
AUSTIN, TX 78744

6242
32-1769/1110

DATE 03/17/15

PAY TO THE ORDER OF

Caldwell County

\$ 3475.00

Three thousand four hundred seventy five

DOLLARS



BRANCH BANKING AND TRUST COMPANY
1-800-BANK 887 887.com

FOR

Comptek

Ann S. Pope

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET
LOCKHART, TEXAS 78644
(512) 398-1803

4942

DATE 3-19-15

RECEIVED FROM

McDonald Signet Limited

\$ 3,475.00

Three thousand four hundred seventy five dollars

FOR Sub. Fees - Pre. Plat for Comptek Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	3,475.00
BALANCE DUE	0

- CASH
- CHECK
- M.O.

BY Kasi P. Miles

Thank You

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET
LOCKHART, TEXAS 78644
(512) 398-1803

4942

DATE 3-19-15

RECEIVED FROM

McDonald Signet Limited

\$ 3,475.00

Three thousand four hundred seventy five dollars

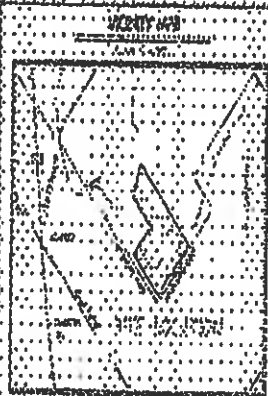
FOR Sub. Fees - Pre. Plat for Comptek Subdivision

AMOUNT OF ACCOUNT	
THIS PAYMENT	3,475.00
BALANCE DUE	0

- CASH
- CHECK
- M.O.

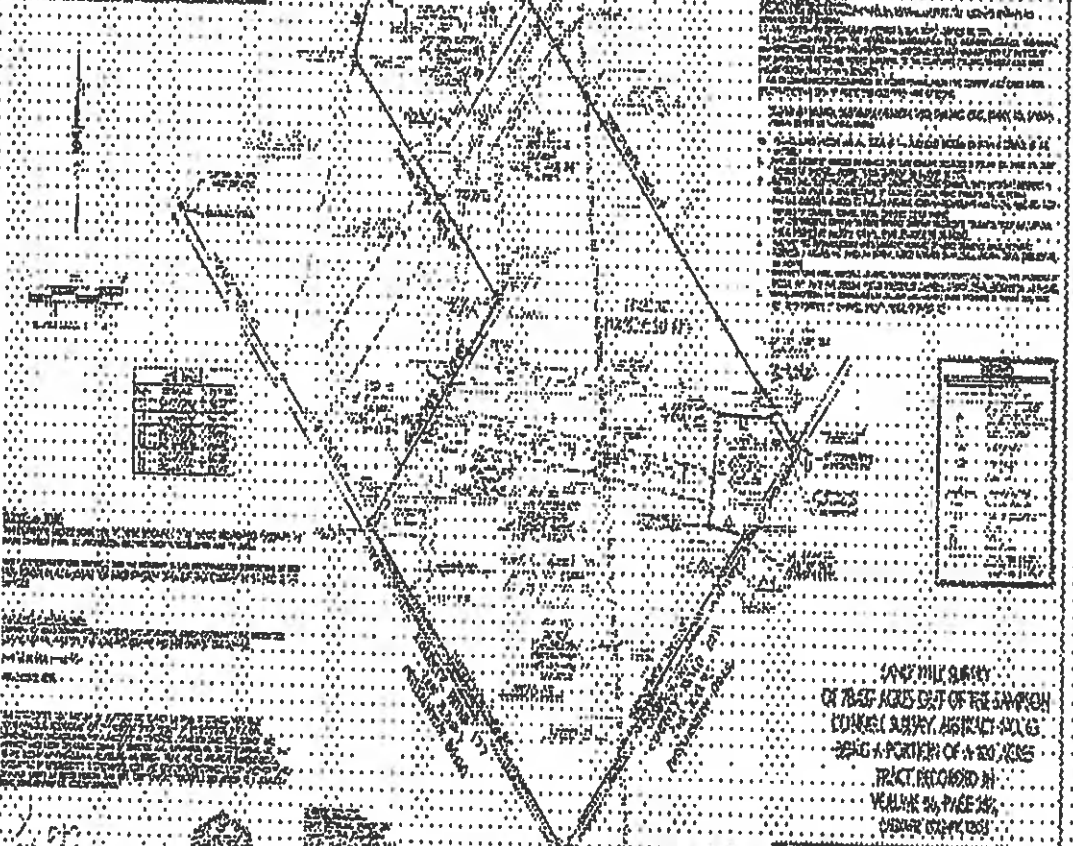
BY Kasi P. Miles

Thank You



NOTICE

THIS SURVEY WAS MADE BY THE UNITED STATES GEOLOGICAL SURVEY UNDER THE SUPERVISION OF THE CHIEF OF BUREAU OF LAND MANAGEMENT, WASHINGTON, D. C. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431.



DESCRIPTION

THIS SURVEY WAS MADE BY THE UNITED STATES GEOLOGICAL SURVEY UNDER THE SUPERVISION OF THE CHIEF OF BUREAU OF LAND MANAGEMENT, WASHINGTON, D. C. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431.

SECTION 1

THIS SECTION WAS SURVEYED BY THE UNITED STATES GEOLOGICAL SURVEY UNDER THE SUPERVISION OF THE CHIEF OF BUREAU OF LAND MANAGEMENT, WASHINGTON, D. C. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431.

SECTION	ACRES
SECTION 1	160.00
SECTION 2	160.00
SECTION 3	160.00
SECTION 4	160.00
TOTAL	640.00

SECTION 1

THIS SECTION WAS SURVEYED BY THE UNITED STATES GEOLOGICAL SURVEY UNDER THE SUPERVISION OF THE CHIEF OF BUREAU OF LAND MANAGEMENT, WASHINGTON, D. C. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431, AND THE ACT OF MARCH 3, 1879, CH. 270, SECTION 2, STATUTES AT LARGE, 21, 431.

SA DOUCE

ASSOCIATES

ATTORNEYS AT LAW

1000 ...

...

Through Tax Year
2014

TAX CERTIFICATE

Certificate #
6226

Issued By:
Caldwell County Appraisal District
610 San Jacinto Street
P.O. Box 900
Lockhart, TX 78644

Property Information
Property ID: 10649 Geo ID: 0001063-164-000-00
Legal Acres: 78.2800
Legal Desc: A063 CONNELL, SAMPSON, ACRES 78.28
Situe: WILLIAMSON RD LOCKHART, TX 78644
DBA:
Exemptions:

Owner ID: 39971 100.00%
BARNETT BOBBIE LOU &
BRAUNE BRENDA
PO BOX 938
LOCKHART, TX 78644-0938

For Entitles
Caldwell County
Caldwell-Hays ESD 1
Farm to Market Road
Lockhart ISD

Value information
Improvement HS: 0
Improvement NHS: 0
Land HS: 0
Land NHS: 0
Productivity Market: 244,360
Productivity Use: 7,910
Assessed Value 7,910
Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 04/30/2015

Total Due If paid by: 04/30/2015

0.00



Tax Certificate Issued for:	Taxes Paid in 2014
Lockhart ISD	113.04
Farm to Market Road	0.01
Caldwell County	64.62
Caldwell-Hays ESD 1	7.91

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that falls to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 04/30/2015
Requested By: MCDONALD ZACK
Fee Amount: 10.00
Reference #:


Signature of Authorized Officer of Collecting Office

COMMISSIONERS COURT MINUTES
Regular Meeting on July 13, 2015

(ALL OTHER AGENDA ITEMS)

2015.07.13.07 **Discussion/Action** regarding the burn ban for Caldwell County. **Cost: None. Speakers: Judge Schawe/Martin Ritchey. Backup 0.**

Martin Richey stated there has been some fire activity in the past few weeks. The County is slowly moving out of the "safe" range. The County has experienced high winds above 23 mph. Social media and the Sheriff's Office have been used to notify residents of the hazardous conditions when needed. He does not recommend putting the burn ban in place.

Motion made by Commissioner Roland, second by Commissioner Moses to leave the burn ban off. All present voting "Aye"

2015.07.13.08 **Discussion/Action** to donate to the Children's Care-A-Van for the benefit of Caldwell County children. **Cost: \$1,500.00 Speaker: Judge Schawe. Backup 1.**

Judge Schawe states he was approached about a donation to the Seton Children's Care-A-Van. He explains there is \$4,070 left in the budget with a few items still left that the County donates to each year. Commissioner Roland mentioned that two Commissioners go over these expenditures each year and report back with recommendations. Commissioner Muñoz adds that we are hitting the end of the fiscal year in the County's budget. Judge Schawe states there is a donation made to Carts in the amount of \$1500.00. Commissioner Moses explains that this Care-A-Van travels the entire county treating children and believes this is a great asset to the County. Judge Schawe recommends tabling the item until next meeting.

Motion made by Commissioner Muñoz, second by Commissioner Roland to table the discussion/action to donate to the Children's Care-A-Van for the benefit of Caldwell County children. All present voting "Aye"

2015.07.13.09 **Discussion/Action** to approve annual service contract for maintenance of the Seth Thomas tower clock in the courthouse. **Cost: \$1,750.00 (no increase). Speaker: Judge Schawe. Backup 1.**

Judge Schawe talked to the maintenance department about the tension bars and they will have them fixed if needed sometime next week. Motion made by Commissioner Muñoz, second by Commissioner Moses to approve annual service contract for maintenance of the Seth Thomas tower clock in the courthouse. All present voting "Aye"

2015.07.13.10 **Public hearing at 9:30am** to discuss consideration of a preliminary plat for the Compostela subdivision to include approximately 58 lots on 78.437 acres located on Williamson Road (CR 177).

Public hearing beginning at 9:30 a.m.

Septic and Sanitation Director, Kasi Miles, and Judge Schawe opened the public hearing requesting persons who wish to address the Court about the proposed Compostela Subdivision to speak now. With no one requesting any discussion, Judge Schawe closed the public hearing.

Public Hearing closed at 9:31 a.m.

COMMISSIONERS COURT MINUTES
Regular Meeting on July 13, 2015

2015.07.13.11

Discussion/Action to consider approval for the preliminary plat for Compostela subdivision to include approximately 58 lots on 78.437 acres located on Williamson Road (CR 177). **Cost: None. Speakers: Judge Schawe/Kasi Miles/Jordan Powell. Backup 1.**

Septic and Sanitation Director, Kasi Miles announced that a preliminary plat has been submitted and all fees collected. She told the Court about a letter from Tracy Bratton which listed 12 non-compliant issues in regards to the proposed Compostela Subdivision. In a follow up letter, she explained that none of these issues had been addressed. At this time, no one on behalf of the Compostela Subdivision has made an effort to correct these issues, therefore, she suggested the Court turn down the approval of the preliminary plat and request the Court order a new re-submittal if they wish to do so. She agreed with those who spoke during the citizen's comments that there are many issues including the amount of power lines and easements as well as a drainage issue. Civil Attorney, Jordan Powell explained to the Court their option in regards to this plat. The Court may approve the plat as is or they may offer an extension. The Court may also reject the plat but must have reason for doing so in which Tracey Bratton's letter expresses good reason for rejecting. Jordan Powell also stated the Court can decide to not take action which she does not recommend. She explains that a re-submittal is optional but will be treated as a new plat. Commissioner Roland added that he believes this subdivision is a disaster because of the amount of issues it has.

Motion made by Commissioner Roland to turn down the preliminary plat for Compostela Subdivision to include approximately 58 lots on 78.437 acres located on Williamson Road (CR 117).

Judge Schawe asks to amend motion to include that all fees must be paid again.

Motion made by Commissioner Roland to turn down the preliminary plat for Compostela Subdivision to include approximately 58 lots on 78.437 acres located on Williamson Road (CR 117) and is required to pay all fees over again.

Septic and Sanitation Director, Kasi Miles requested that it be stated in the motion to refer back to June 20, 2015, action items 1-12 of non-compliance.

Motion made by Commissioner Roland, second by Commissioner Muñoz to turn down the preliminary plat for Compostela Subdivision to include approximately 58 lots on 78.437 acres located on Williamson Road (CR 117) for not addressing action items 1-12 of non-compliance from June 20, 2015 per Bowman Consulting's and is required to pay all fees over again. All present voting "Aye"

2015.07.13.12

Discussion/Action for direction regarding additional moneys expended as a result of county payroll issues on April 15, 2015. **Cost: \$1,885.28. Speakers: Judge Schawe/Debra French. Backup: 0.**

County Auditor, Debra French asked the court for direction on an outstanding item in the books in the amount of \$1885.28. No line item for this expense. She suggested placing this amount in the miscellaneous line item in order to clear it.

Motion made by Commissioner Muñoz, second by Commissioner Moses to move additional moneys in the amount of \$1885.28 be placed in miscellaneous. All present voting "Aye"

23. Discussion/Action concerning a variance request for Compostela Subdivision located on Williamson Road (CR 177) concerning the minimum ROW width requirement.

Cost: None

Speakers: Commissioner Roland / Tracy Bratton/ Kasi Miles

Backup: 10.

VIGIL & ASSOCIATES
CONSULTING SERVICES

Firm Registration No. F-4758
4303 Russel Drive, Austin, TX 78704, Phone: (512) 325-2667

November 22, 2016

The Honorable Joe Roland
County Commissioner-Precinct 4
Caldwell County, Texas
110 S. Main St., Room 201
Lockhart, TX 78644

Re: Street Right-of-Way Variance Request
Compostela Subdivision

Dear Commissioner Roland:

On behalf of Robert W. McDonald, III, Managing Partner of Compostela L.L.C., owner of the proposed Compostela Subdivision, we respectfully request a variance from Section 33.1(A)(1)(a) (Second Amendment to Caldwell County Development Ordinance), Appendix B.4 and Table B-1 and B-2 of the Caldwell County Development Ordinance specifying a minimum right-of-way width of 50 feet for urban (curb and gutter) local streets and 60 feet for rural (shoulder-section) local streets.

Our client proposes to plat 43 residential lots on a 78.437 acre tract of land that is encumbered by 9 different easements. The major easements on the property are power transmission line easements between the Lower Colorado River Authority (LCRA) and Austin Energy substations located adjacent to the property. The available point of access to a publicly dedicated street (Williamson Road) for the northern portion of this site is through a narrow strip that lies between the northernmost corner of the LCRA substation and the neighboring property. This access has a width of 38.38 feet. Attempts were made to acquire right-of-way from the adjacent tracts and to acquire permission from the LCRA for a street to pass beneath the power transmission lines so that the minimum width could be satisfied, however these attempts were unsuccessful; therefore we request a variance from the 50-60 foot minimum right-of-way width requirement. Please note that this width limitation only affects the first 177.66 feet of the proposed roadway and the remaining length of roadway will meet the minimum right-of-way width requirement. We propose to access the property through this strip by using the Caldwell County urban street standards of curb and gutter until it passes the LCRA substation and then transition to a rural street right-of-way of 60 feet when the property widens to the full 60 foot width.

It is our opinion that an undue hardship exists if the ordinance is applied literally. We offer the following facts in support of our requests:

1. Strict application of this requirement is not feasible as the property as constituted does not have the available width to meet the requirement, attempts to acquire the additional right-of-way and/or secure

permission to place a street across an easement beneath the power transmission lines were unsuccessful and no alternative point of access is available.

2. Strict application of this requirement would result in the specific hardship of denying access to the northern portion of this property as this is the only point of access to the site.

3. Granting of this variance will affect only the 18 lots proposed on the northern portion of this subdivision, and meets the intent of the regulations by providing the required width after the initial 177.66 feet of the proposed roadway.

4. Granting of this variance does not present any detrimental impacts to the health and safety of the public.

5. Granting of this variance does not present any detrimental impacts to the environment.

6. Granting of this variance will not effect the orderly development of other land in the area as the narrow nature of this portion of the tract at the single available point of access requiring the right-of-way width variance is unique to this property.

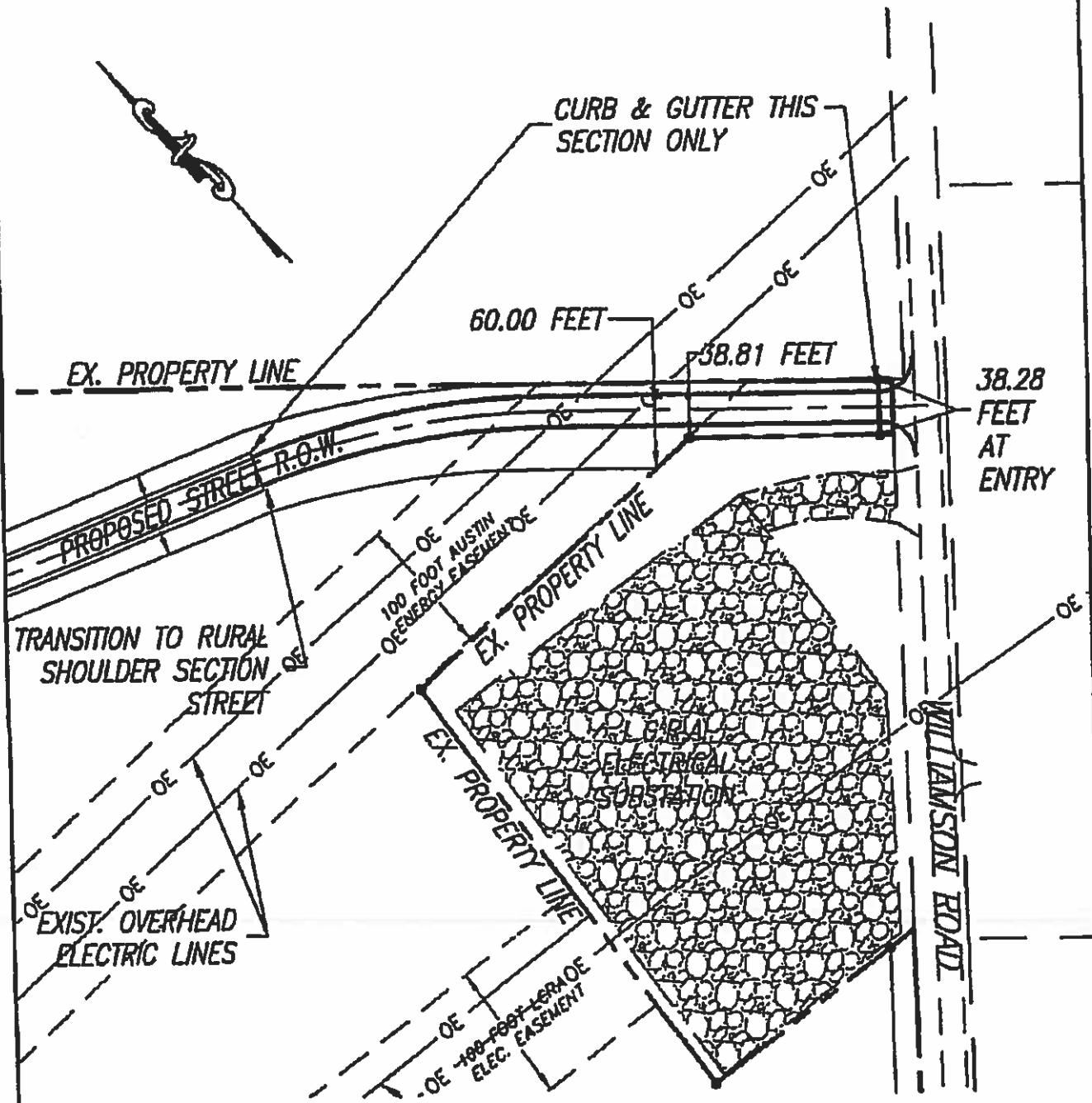
Thank you for considering this request.

Sincerely


Matthew Vigil
Vigil & Associates

Cc: Robert W. McDonald, III
Kasi Miles
Tracy A. Bratton

COMPOSTELA SUBDIVISION



SCALE: 1" = 100'



VIGIL & ASSOC.

FIRM REGISTRATION NO. F-4768
 4303 Russell Drive, Austin, Texas 78704
 Tel 512-326-2667



December 13, 2016

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

RE: **Compostela Subdivision – Preliminary Plat – Variance Review**
BCG Project No. 070004-14-003

Ms. Miles,

Bowman Consulting Group has reviewed the two Variance Requests recently submitted for Compostela Subdivision Preliminary Plat. Please forward this to the Applicant for their response to our comments and questions below.

1. Regarding the Variance Request for the length of cul-de-sac:
 - a. Could the need for this variance be eliminated if the two streets on either side of the electric easement corridor were connected by a third street across the corridor?
 - b. Has interconnecting the streets in this manner been considered previously?

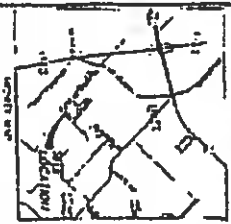
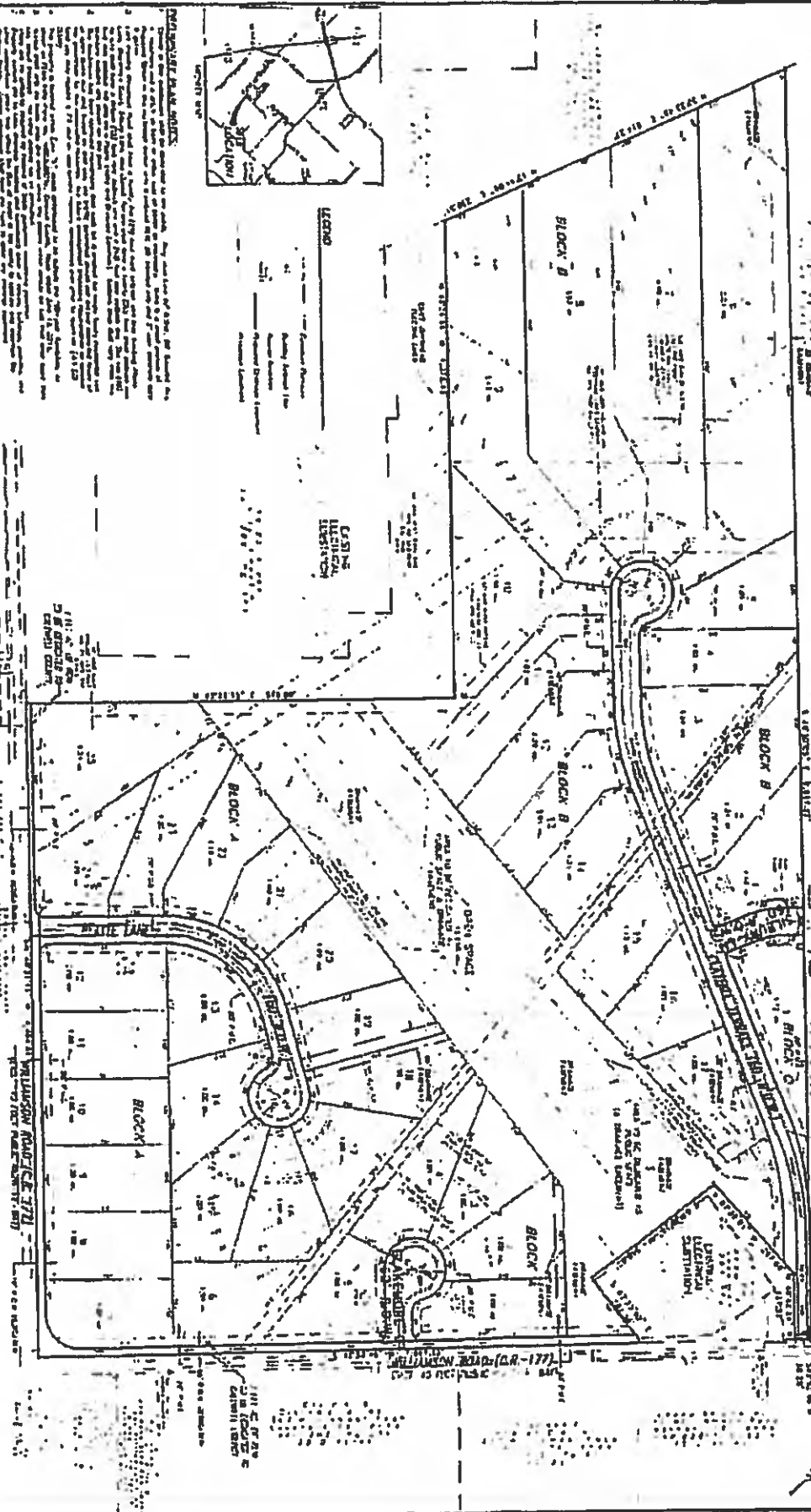
2. Regarding the Variance Request for the ROW width:
 - a. We are inclined to support this variance if:
 - i. It can be demonstrated that the road and drainage improvements can safely fit within the proposed 38' ROW.
 - ii. The two streets on either side of the electric easement corridor are connected by a third street across the corridor.
 - b. We will recommend denial of this variance if the proposed 38' ROW is the only access to the cul-de-sac.

Please let us know if you have any questions in regards to these comments.

Sincerely,

Tracy A. Bratton, P.E.
Bowman Consulting

COMPOSTELA SUBDIVISION PRELIMINARY SUBDIVISION PLAN



LEGEND

—	Proposed Street
---	Proposed Easement
---	Proposed Right-of-Way
---	Proposed Utility
---	Proposed Boundary
---	Proposed Lot
---	Proposed Subdivision

PROPOSED BLOCK ANGLES

Block A: 90°

Block B: 90°

Block C: 90°

PROPOSED LOT ANGLES

Lot 1: 90°

Lot 2: 90°

Lot 3: 90°

Lot 4: 90°

Lot 5: 90°

Lot 6: 90°

Lot 7: 90°

Lot 8: 90°

Lot 9: 90°

Lot 10: 90°

Lot 11: 90°

Lot 12: 90°

Lot 13: 90°

Lot 14: 90°

Lot 15: 90°

Lot 16: 90°

Lot 17: 90°

Lot 18: 90°

Lot 19: 90°

Lot 20: 90°

Lot 21: 90°

Lot 22: 90°

Lot 23: 90°

Lot 24: 90°

Lot 25: 90°

Lot 26: 90°

Lot 27: 90°

Lot 28: 90°

Lot 29: 90°

Lot 30: 90°

Lot 31: 90°

Lot 32: 90°

PROPOSED DISTANCES

Block A: 100' x 100'

Block B: 100' x 100'

Block C: 100' x 100'

PROPOSED LOT DIMENSIONS

Lot 1: 100' x 100'

Lot 2: 100' x 100'

Lot 3: 100' x 100'

Lot 4: 100' x 100'

Lot 5: 100' x 100'

Lot 6: 100' x 100'

Lot 7: 100' x 100'

Lot 8: 100' x 100'

Lot 9: 100' x 100'

Lot 10: 100' x 100'

Lot 11: 100' x 100'

Lot 12: 100' x 100'

Lot 13: 100' x 100'

Lot 14: 100' x 100'

Lot 15: 100' x 100'

Lot 16: 100' x 100'

Lot 17: 100' x 100'

Lot 18: 100' x 100'

Lot 19: 100' x 100'

Lot 20: 100' x 100'

Lot 21: 100' x 100'

Lot 22: 100' x 100'

Lot 23: 100' x 100'

Lot 24: 100' x 100'

Lot 25: 100' x 100'

Lot 26: 100' x 100'

Lot 27: 100' x 100'

Lot 28: 100' x 100'

Lot 29: 100' x 100'

Lot 30: 100' x 100'

Lot 31: 100' x 100'

Lot 32: 100' x 100'

PROPOSED STREETS

Street A: 100' wide

Street B: 100' wide

Street C: 100' wide

Street D: 100' wide

PROPOSED EASEMENTS

Easement 1: 100' wide

Easement 2: 100' wide

Easement 3: 100' wide

Easement 4: 100' wide

Easement 5: 100' wide

Easement 6: 100' wide

Easement 7: 100' wide

Easement 8: 100' wide

Easement 9: 100' wide

Easement 10: 100' wide

Easement 11: 100' wide

Easement 12: 100' wide

Easement 13: 100' wide

Easement 14: 100' wide

Easement 15: 100' wide

Easement 16: 100' wide

Easement 17: 100' wide

Easement 18: 100' wide

Easement 19: 100' wide

Easement 20: 100' wide

Easement 21: 100' wide

Easement 22: 100' wide

Easement 23: 100' wide

Easement 24: 100' wide

Easement 25: 100' wide

Easement 26: 100' wide

Easement 27: 100' wide

Easement 28: 100' wide

Easement 29: 100' wide

Easement 30: 100' wide

Easement 31: 100' wide

Easement 32: 100' wide

COMPOSTELA SUBDIVISION

Proposed by: [Name]

Engineer: [Name]

Surveyor: [Name]

Map Scale: 1" = 100'

North Arrow: [Symbol]

Legend: [Table]

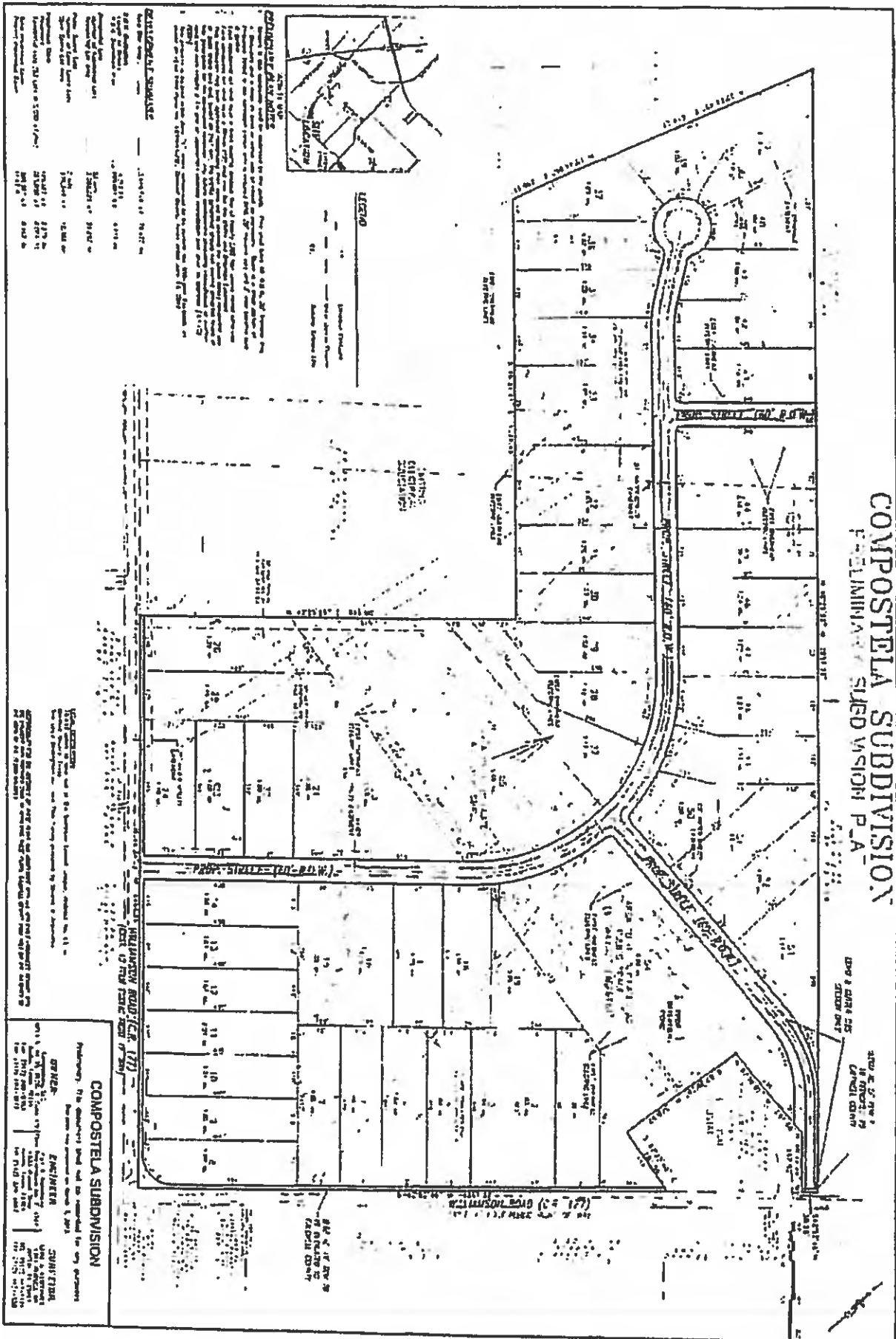
Block Angles: [Table]

Lot Dimensions: [Table]

Street Dimensions: [Table]

Easement Dimensions: [Table]

COMPOSTELA SUBDIVISION PRELIMINARY SITED VISION P.A.



COMPOSTELA NOTES

1. The subdivision is shown in accordance with the City of Los Angeles Ordinance No. 175411, which requires the applicant to submit a site plan showing the proposed subdivision and the proposed improvements to be constructed thereon.

2. The applicant is responsible for obtaining all necessary permits from the City of Los Angeles and the State of California.

3. The applicant is responsible for obtaining all necessary easements and rights-of-way from the appropriate landowners.

4. The applicant is responsible for providing all necessary utility easements and rights-of-way for the proposed subdivision.

5. The applicant is responsible for providing all necessary setbacks and buffers for the proposed subdivision.

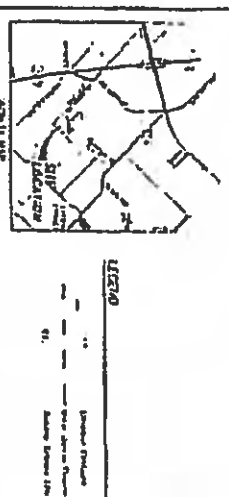
6. The applicant is responsible for providing all necessary landscaping and site improvements for the proposed subdivision.

7. The applicant is responsible for providing all necessary signage and wayfinding for the proposed subdivision.

8. The applicant is responsible for providing all necessary maintenance and repair for the proposed subdivision.

9. The applicant is responsible for providing all necessary security and safety for the proposed subdivision.

10. The applicant is responsible for providing all necessary environmental and sustainability measures for the proposed subdivision.



COMPOSTELA SUBDIVISION

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	1,200	1,200	1,200
2	1,200	1,200	1,200
3	1,200	1,200	1,200
4	1,200	1,200	1,200
5	1,200	1,200	1,200
6	1,200	1,200	1,200
7	1,200	1,200	1,200
8	1,200	1,200	1,200
9	1,200	1,200	1,200
10	1,200	1,200	1,200
11	1,200	1,200	1,200
12	1,200	1,200	1,200
13	1,200	1,200	1,200
14	1,200	1,200	1,200
15	1,200	1,200	1,200
16	1,200	1,200	1,200
17	1,200	1,200	1,200
18	1,200	1,200	1,200
19	1,200	1,200	1,200
20	1,200	1,200	1,200
21	1,200	1,200	1,200
22	1,200	1,200	1,200
23	1,200	1,200	1,200
24	1,200	1,200	1,200

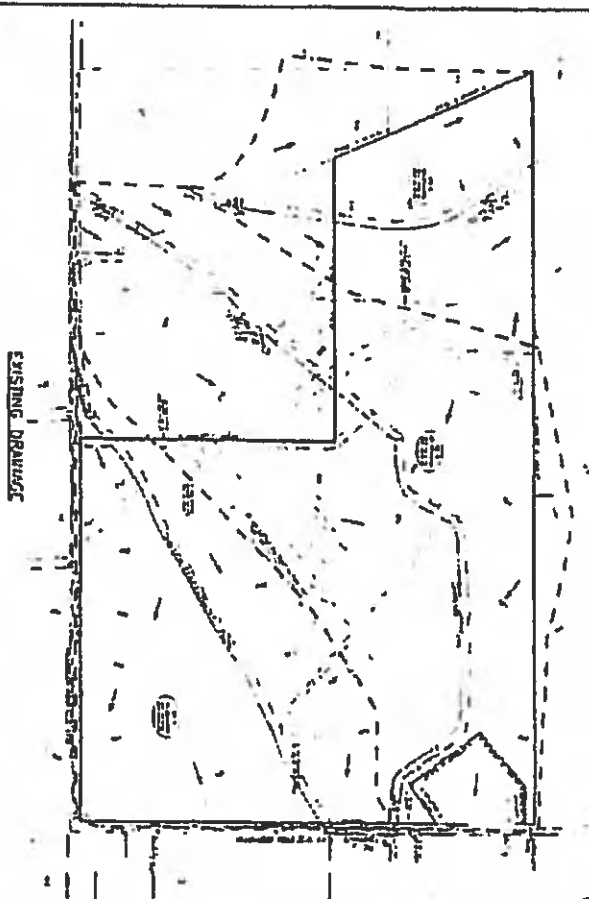
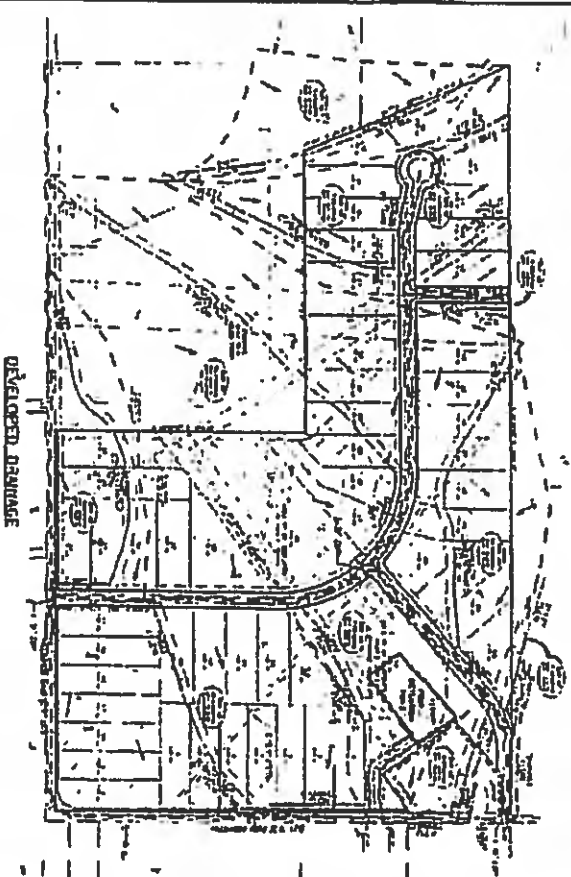
COMPOSTELA SUBDIVISION

Prepared by: [Name]

Date: [Date]

Scale: [Scale]

City of Los Angeles, California



DEVELOPED CONDITIONS - DRAINAGE CALCULATORS

Peak Run - (10:00 AM Storm)

Area	Area (sq ft)	Runoff Coefficient	Runoff (cfs)
Roof	10,000	0.8	1.33
Driveway	2,000	0.8	0.27
Garage	1,000	0.8	0.13
Yard	10,000	0.2	0.33
Street	1,000	0.8	0.13
Total	24,000		2.16

EXISTING CONDITIONS - DRAINAGE CALCULATORS

Area	Area (sq ft)	Runoff Coefficient	Runoff (cfs)
Roof	10,000	0.8	1.33
Driveway	2,000	0.8	0.27
Garage	1,000	0.8	0.13
Yard	10,000	0.2	0.33
Street	1,000	0.8	0.13
Total	24,000		2.16

EXISTING CONDITIONS - DRAINAGE CALCULATORS

Peak Run - (10:00 AM Storm)

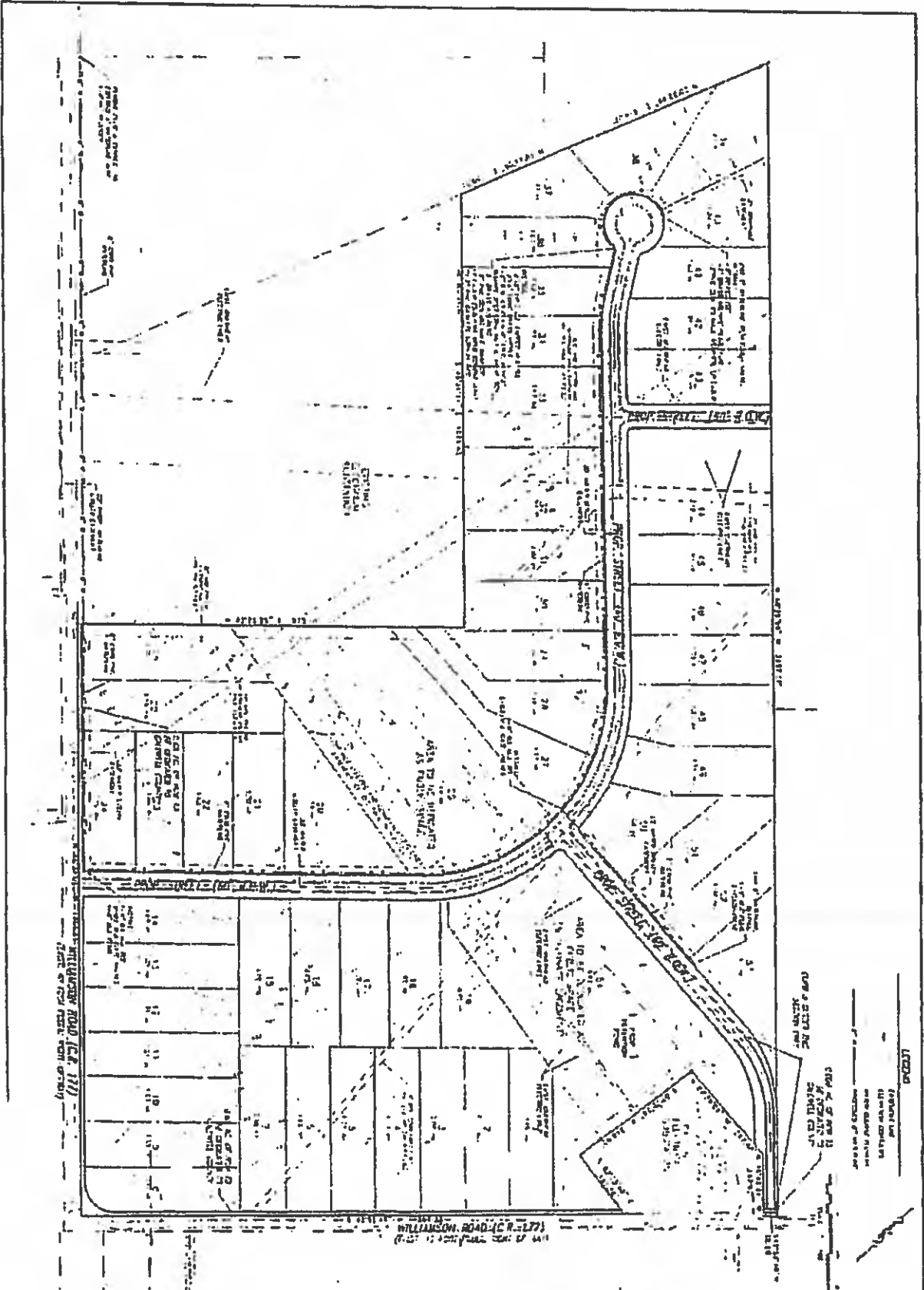
Area	Area (sq ft)	Runoff Coefficient	Runoff (cfs)
Roof	10,000	0.8	1.33
Driveway	2,000	0.8	0.27
Garage	1,000	0.8	0.13
Yard	10,000	0.2	0.33
Street	1,000	0.8	0.13
Total	24,000		2.16

COMPOSIELA SUBD VIS ON
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X VIGIL & ASSOC.
 FIRM REGISTRATION NO. F-1000
 P.O. BOX 141114, DALLAS, TEXAS 75214-1114
 (214) 312-7200-7204



NO.	DATE	DESCRIPTION



UTILITY PLAN
 COMPOSITE SUBDIVISION
 (28 AC TRACT)
 Approved by

X VIGIL & ASSOC.
 PLANNING AND ARCHITECTURE
 1100 N. 10TH STREET, SUITE 100
 DENVER, CO 80202
 TEL: 303-733-1111



LEGEND
 _____ EXISTING UTILITIES
 _____ PROPOSED UTILITIES
 _____ PROPOSED LOT LINES



September 18, 2017

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

**RE: Compostela Subdivision – Preliminary Plat – Technical Review
BCG Project No. 070004-14-003**

Ms. Miles,

Bowman Consulting has completed our Technical Review of the Preliminary Plat application for Compostela Subdivision. This subdivision includes 43 lots with frontage on Williamson Rd. (Co. RD. 177). The Applicant has addressed all outstanding technical comments with the exception of:

1. Proposed ROW for Clayhill Terrace does not comply with the minimum ROW width required by the ordinance.

Bowman Comments: The applicant has requested a variance from the minimum ROW requirements.

It is our pleasure to be of assistance to the County on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles R. Wirtanen", written over a horizontal line.

Charles R. Wirtanen, P.E.
Bowman Consulting Group

COMMISSIONERS COURT MINUTES
Regular Meeting on September 25, 2017

22. **Discussion/Action** to consider a supplemental payment to The Southwest Museum of Clocks & Watches for services rendered not covered under the general terms of the yearly Service Contract. **Cost: \$575.00; Speaker: Judge Schawe ; Backup: 1.**

The court discusses that the services were not officially authorized. Judge Schawe recommends tabling the item until he can get more information from the Maintenance Department. He asks for a motion to table. So moved by Commissioner Haden, second by Commissioner Theriot. All voting "Aye".

23. **Discussion/Action** concerning a variance request for Compostela Subdivision located on Williamson Road (CR 177) concerning the minimum ROW width requirement. **Cost: None; Speaker: Commissioner Roland/Tracy Bratton/ Kasi Miles; Backup: 10.**

Civil Engineer Tracy Bratton explains the reason the variance would be necessary and that he recommends approving the variance with conditions.

Robert McDonald is the developer of the property and he explains the details of why the variance was requested and changes that have been made to the plat. He and Tracy Bratton answer questions from the court. Commissioner Theriot requests documents confirming Robert McDonald's case.

Motion by Commissioner Roland, second by Commissioner Theriot to table. All voting "Aye". Commissioner Theriot confirms the timeframe for subdivision deadlines.

24. **Discussion/Action** regarding the purchase of software and scanners for the Elections Office. **Cost: TBD; Speaker: Judge Schawe/Pamela Ohlendorf; Backup: 1.**

Elections Administrator Pamela Ohlendorf introduces Ken Williams with Vista who asks for questions from the court. Judge Schawe says he recommends the purchase and Pamela Ohlendorf gives an example of the system's benefits. Commissioner Theriot, Judge Schawe, and Pamela Ohlendorf discuss an RFP (request for proposal) going out for election equipment. Motion made by Commissioner Theriot, second by Commissioner Roland to approve the purchase of software and scanners. Judge Schawe requests an amended motion. Amended motion made by Commissioner Theriot, second by Commissioner Roland to recommend the approval of purchase of software and scanners with the condition that the money is coming out of the contingency account. All voting "Aye".

COMMISSIONERS COURT MINUTES
Regular Meeting on October 9, 2017

13. **Discussion/Action** concerning a variance request for Compostela Subdivision located on Williamson Road (CR 177) concerning the minimum ROW width requirement. **Cost: None; Speaker: Commissioner Roland/Tracy Bratton/ Kasi Miles; Backup: 10.**

Commissioner Theriot and Commissioner Roland discuss not having received any update from the applicant after the last meeting. Motion made by Commissioner Roland, second by Commissioner Theriot that we don't give the variance. All voting "Aye".

14. **Discussion/Action** to approve adding the County Auditor as an authorized representative to the County's investment accounts. **Cost: None; Speaker: Judge Schawe; Backup: 5.**

Judge Schawe explains the agenda item. So moved by Commissioner Moses, second by Commissioner Haden. All voting "Aye".

15. **Discussion/Action** to approve the Revised Employee Handbook. **Cost: None; Speaker: Judge Schawe; Backup: To be distributed in court.**

Judge Schawe discusses County job descriptions including "other duties as assigned" and participating in recovery efforts after disasters. Human Resources Coordinator Bob Bush asks for questions regarding the Employee Handbook revisions.

Commissioner Haden says department heads would like to review the updates before the revised handbook is approved. Motion made by Commissioner Haden, second by Commissioner Moses that we table this until next time. All voting "Aye".

16. **Adjournment.**

So moved by Commissioner Theriot, second by Commissioner Moses to adjourn. All voting "Aye".
The meeting adjourns at 9:49 a.m.

I, CAROL HOLCOMB, COUNTY CLERK AND EX OFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Caldwell County Commissioners' Court on October 9, 2017.



Carol Holcomb

CAROL HOLCOMB, COUNTY CLERK AND EX OFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
CALDWELL COUNTY, TEXAS

20. Discussion/Action to consider granting an extension on the preliminary plat for Compostela Subdivision located on Williamson Road (CR 177). **Cost: None; Speaker: Commissioner Roland/Kasi Miles; Backup: 2.**

VIGIL & ASSOCIATES
CONSULTING SERVICES

Firm Registration No. F-4768
4303 Russell Drive, Austin, TX 78704, Phone: (512) 328-2567

October 27, 2017

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

Re: Compostela Subdivision
78 Acres Williamson Road
Caldwell County TX

Dear Ms Miles:

The Preliminary for Compostela Subdivision has been delayed due to the pending condemnation action of the proposed Vista Ridge Regional Water Line easement that will bisect the property. We have recently resubmitted the Preliminary, but we do not expect to have it returned with comments and then be able to clear all of the comments by the deadline as a result of that action.

For this reason, on behalf of the Owner, we respectfully request that the deadline for clearing all comments be extended by 180 days from the current deadline date.

Thank you for your consideration,

Very Truly Yours,


Hermann Vigil, P.E.

cc: Robert W McDonald, III
Tracy A. Bratton, P.E.

RE: Compostela-Extension request

Tracy Bratton

Fri 10/27/2017 5:54 PM

To: Kasi Miles <miles479@hotmail.com>, jordan.powell@co.caldwell.tx.us <jordan.powell@co.caldwell.tx.us>; Jacque Thomas <jacquethomas@co.caldwell.tx.us>

This needs to be placed on the next agenda. I recommend approval. The extenuating circumstances being 1) court denial of the variance which requires them to redesign the project and 2) a new proposed easement that is being taken by Vista Ridge pipeline.

Tracy A. Bratton, P.E. | Bowman Consulting

TBPE Firm No. F-14309

From: David Sheets (mailto:david@vigilandassociates.com)

Sent: Friday, October 27, 2017 3:19 PM

To: Kasi Miles <miles479@hotmail.com>

Cc: ~~Robert W. McDonald <rcwmc3@yahoo.com>; Hermann Vigil <shermann@vigilandassociates.com>; Tracy Bratton <tbratton@bowmanconsulting.com>~~

Subject: Compostela-Extension request

Kasi Miles, Director
Sanitation Dept.
Caldwell County

Kasi,

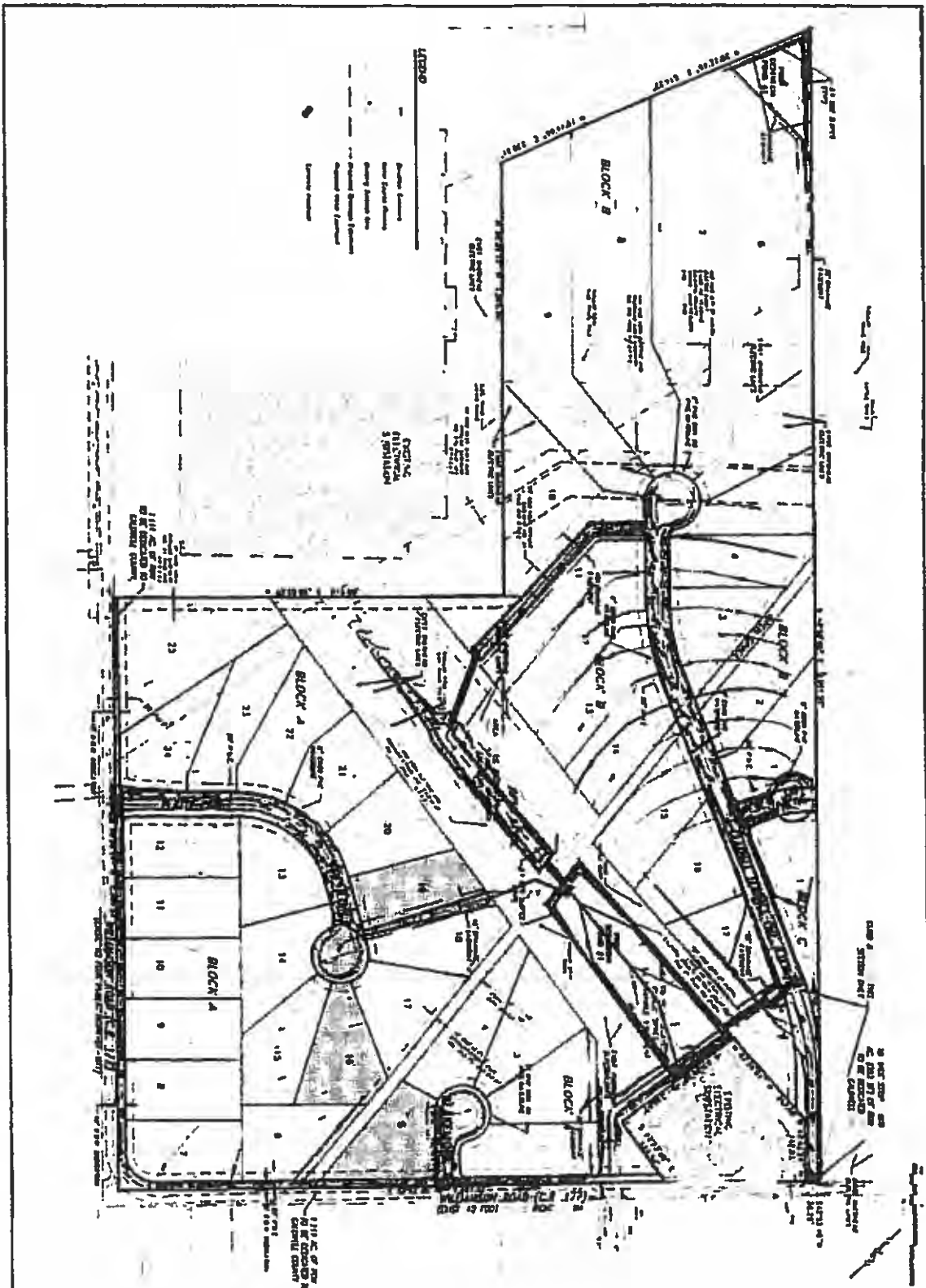
Please find attached a letter requesting an extension on the deadline for the Compostela Preliminary.

Thank you!

David

David Sheets
Vigil and Associates
4303 Russell Drive
Austin TX 78704
512 326-2667
david@vigilandassociates.com

18. PUBLIC HEARING at 9:30am to discuss consideration of a preliminary plat for Compostela subdivision to include approximately 48 lots on 78.437 acres located on Williamson Road (CR 177). Cost: None; Speaker: Commissioner Roland/Kasi Miles; Backup: 17.

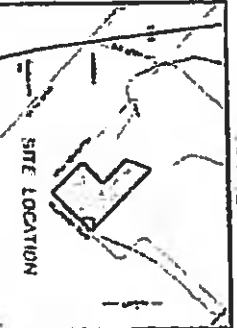
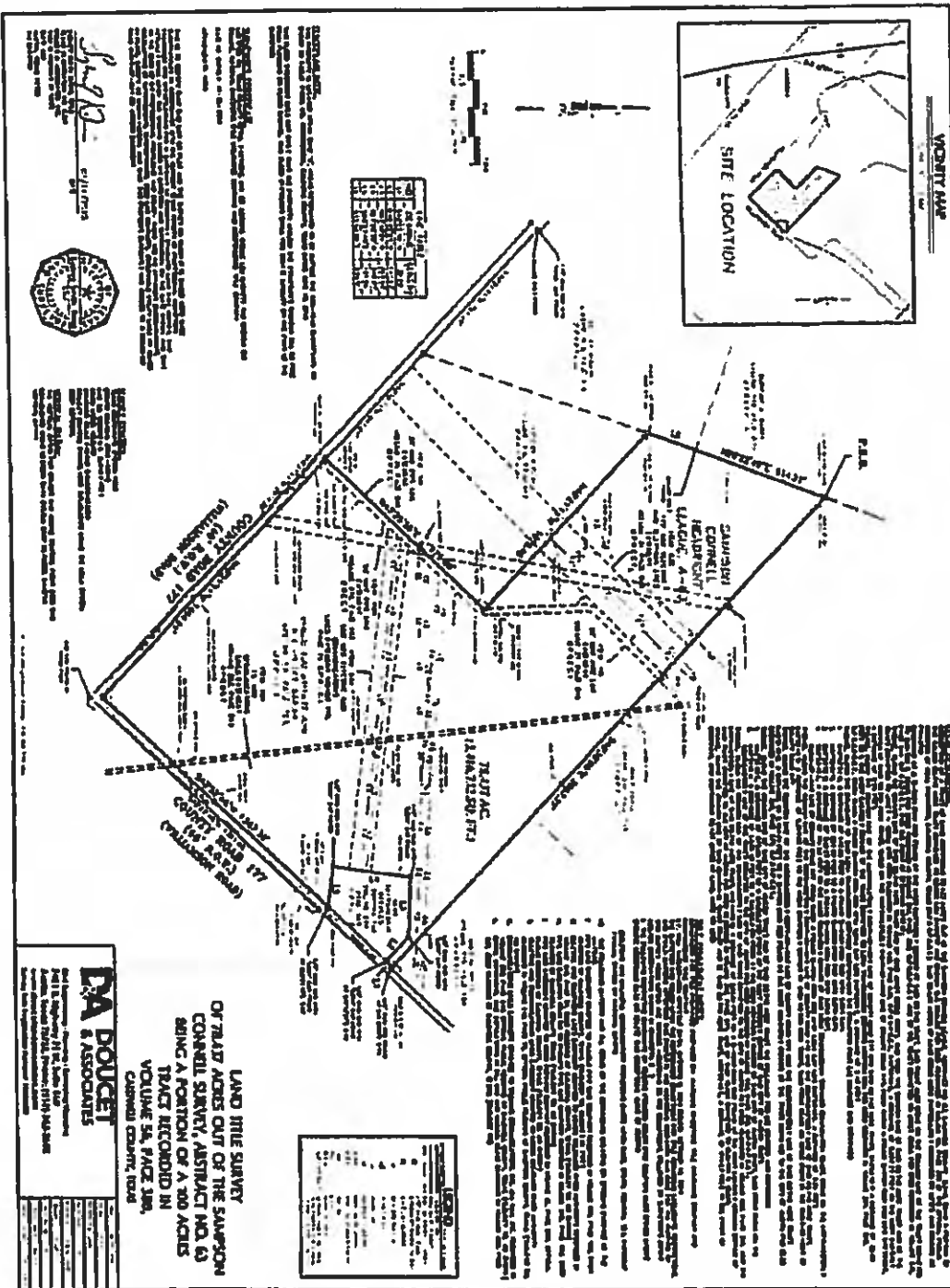


PRELIMINARY ELECTRICAL PLAN
 COMPOSTELA SUBDIVISION
 (78 AC TRACT)
 Wilburton Rd
 Lubbock, TX

X VIGIL & ASSO
 1000 DECATUR ST # 400 F 67000
 P O BOX 10325 • AUSTIN, TEXAS 78711
 TEL 512-328 2807



NO.	REVISION	DATE
1	ISSUED FOR PERMITS	10/11/11
2	REVISED PER COMMENTS	10/11/11
3	REVISED PER COMMENTS	10/11/11
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97	REVISED PER COMMENTS	10/11/11
98	REVISED PER COMMENTS	10/11/11
99	REVISED PER COMMENTS	10/11/11
100	REVISED PER COMMENTS	10/11/11



NO.	DESCRIPTION	ACRES
1
2
3
4
5

THIS SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE TRACT OF LAND DESCRIBED IN THE FOREGOING INTO SEVERAL LOTS, AND THE BOUNDARIES THEREOF ARE SHOWN BY THE LINES AND BEARINGS HEREON. THE AREA OF EACH LOT IS GIVEN IN THE ACCOMPANYING TABLE. THE SURVEY WAS MADE BY ME, THE UNDERSIGNED, A LICENSED SURVEYOR IN THE STATE OF ILLINOIS, ON THE 15TH DAY OF MAY, 1924. THE TRACT OF LAND WAS FIRST ACQUIRED BY THE SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, AND WAS FIRST SURVEYED BY SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, ON THE 15TH DAY OF MAY, 1924. THE TRACT OF LAND WAS FIRST ACQUIRED BY THE SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, AND WAS FIRST SURVEYED BY SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, ON THE 15TH DAY OF MAY, 1924. THE TRACT OF LAND WAS FIRST ACQUIRED BY THE SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, AND WAS FIRST SURVEYED BY SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, ON THE 15TH DAY OF MAY, 1924.

THESE TRACTS OF LAND ARE HEREBY OFFERED FOR SALE TO THE PUBLIC AT PUBLIC AUCTION, TO BE HELD AT THE COURT HOUSE IN THE CITY OF CHICAGO, ILLINOIS, ON THE 15TH DAY OF MAY, 1924. THE TRACTS OF LAND ARE OFFERED FOR SALE TO THE PUBLIC AT PUBLIC AUCTION, TO BE HELD AT THE COURT HOUSE IN THE CITY OF CHICAGO, ILLINOIS, ON THE 15TH DAY OF MAY, 1924. THE TRACTS OF LAND ARE OFFERED FOR SALE TO THE PUBLIC AT PUBLIC AUCTION, TO BE HELD AT THE COURT HOUSE IN THE CITY OF CHICAGO, ILLINOIS, ON THE 15TH DAY OF MAY, 1924.

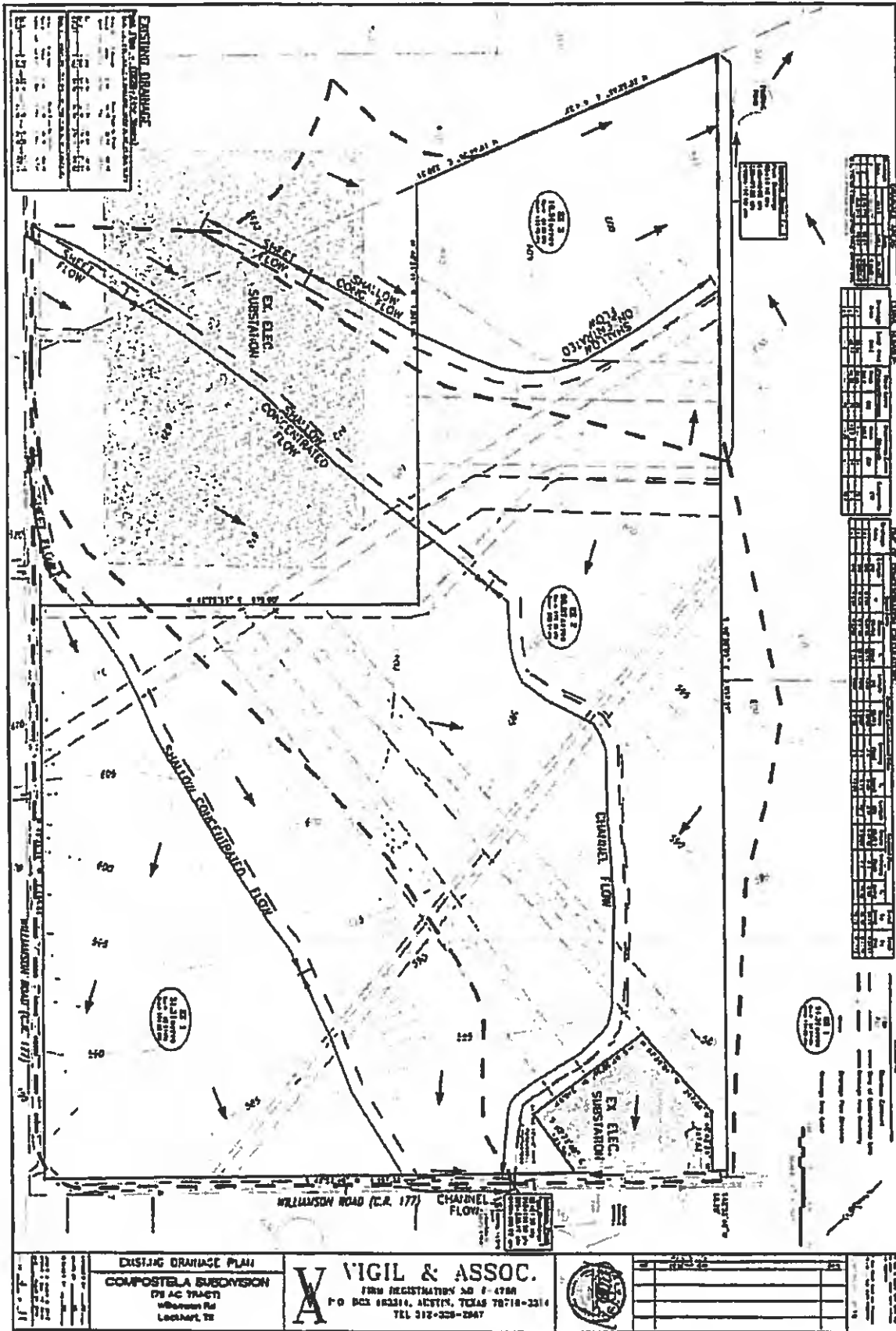
NO.	DESCRIPTION	ACRES
1
2
3
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LAND TITLE SURVEY
OF TRAIL ACRES OUT OF THE SAISON
CORNELL SURVEY, ABSTRACT NO. 63
BEING A PORTION OF A 700 ACRES
TRACT RECORDED IN
VOLUME 54, PAGE 184,
CASSIUS COUNTY, IOWA

DA DOUCET & ASSOCIATES
 1111 North Dearborn Street
 Chicago, Illinois 60610
 Telephone: 312-467-1111
 Fax: 312-467-1112
 www.doucet.com

THIS SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE TRACT OF LAND DESCRIBED IN THE FOREGOING INTO SEVERAL LOTS, AND THE BOUNDARIES THEREOF ARE SHOWN BY THE LINES AND BEARINGS HEREON. THE AREA OF EACH LOT IS GIVEN IN THE ACCOMPANYING TABLE. THE SURVEY WAS MADE BY ME, THE UNDERSIGNED, A LICENSED SURVEYOR IN THE STATE OF ILLINOIS, ON THE 15TH DAY OF MAY, 1924. THE TRACT OF LAND WAS FIRST ACQUIRED BY THE SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, AND WAS FIRST SURVEYED BY SAISON CORNELL HEADQUARTERS COMPANY, INCORPORATED IN ILLINOIS, ON THE 15TH DAY OF MAY, 1924.





EXISTING DRAINAGE

NO.	DESCRIPTION	DATE
1
2
3
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10

NO.	DESCRIPTION	DATE
1
2
3
4
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NO.	DESCRIPTION	DATE
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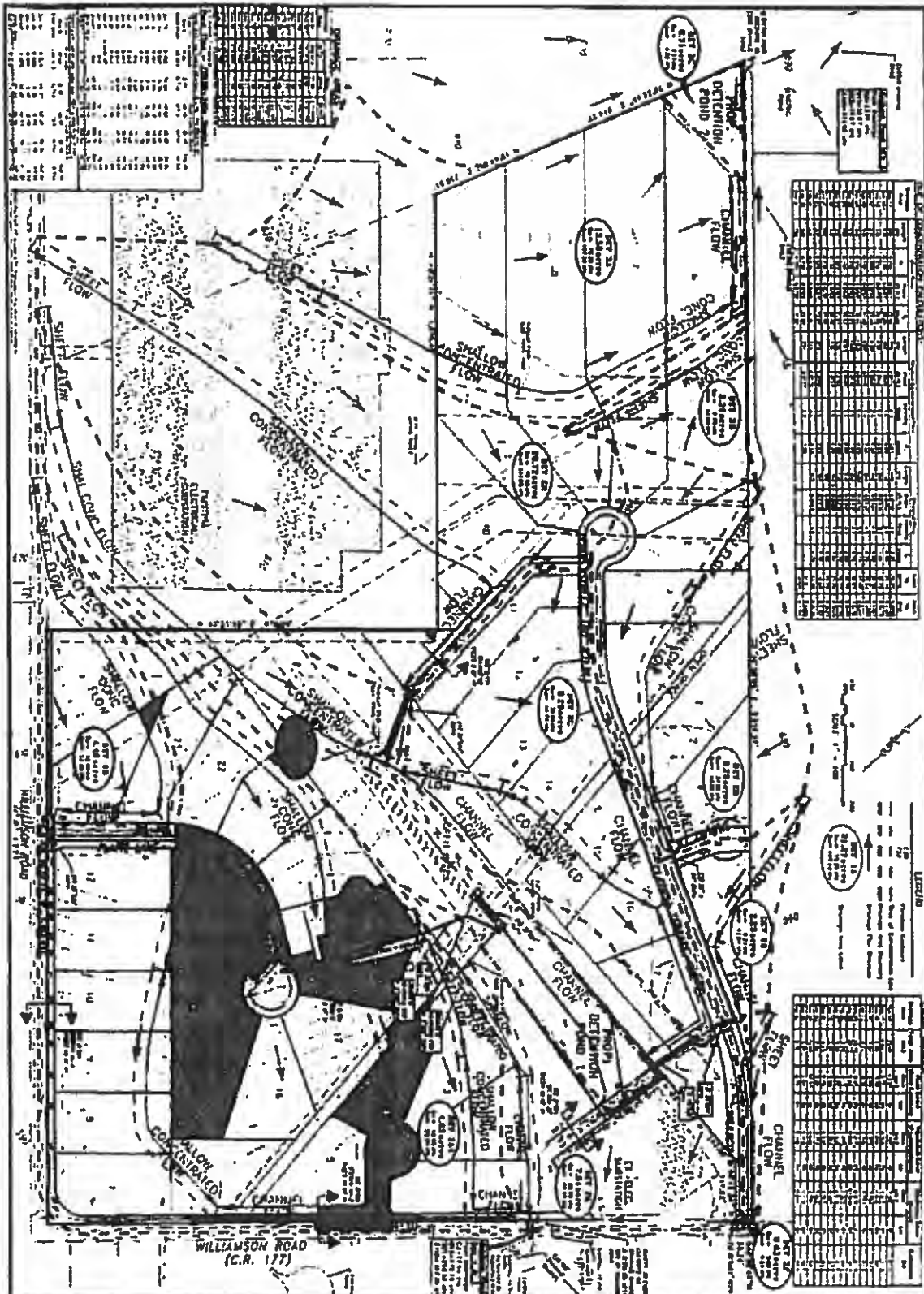
NO.	DESCRIPTION	DATE
1
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EXISTING DRAINAGE PLAN
COMPOSTELA SUBDIVISION
 DE AC TRACT
 Williamson Rd
 Lockhart, TX

X VIGIL & ASSOC.
 FIRM REGISTRATION NO F-4788
 P.O. BOX 882319, AUSTIN, TEXAS 78718-2319
 TEL 312-328-2947



NO.	DESCRIPTION	DATE
1
2
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4
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10



PROPOSED DRAINAGE PLAN 1
 COMPOSTELA SUBDIVISION
 (78 AC TRACT)
 Williamson Rd
 Lockhart, TX

VIGIL & ASSOC.
 FIRM REGISTRATION NO F-1204
 P.O. BOX 143314, AUSTIN, TEXAS 78718-3314
 TEL 512-328-2887

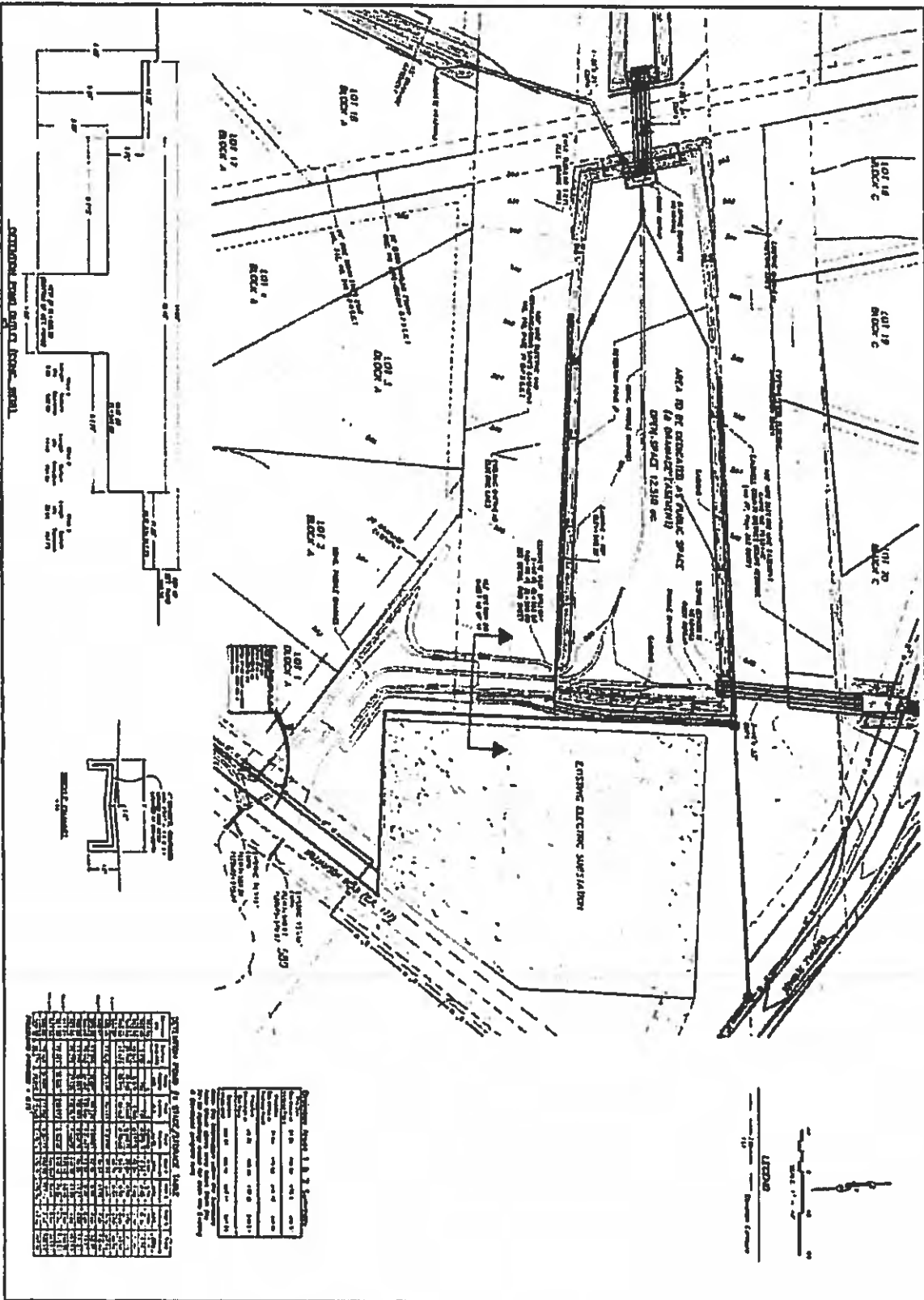


TABLE 1
 ELEVATION DATA

Station	Elevation
1+00	100.00
2+00	100.00
3+00	100.00
4+00	100.00
5+00	100.00
6+00	100.00
7+00	100.00
8+00	100.00
9+00	100.00
10+00	100.00
11+00	100.00
12+00	100.00
13+00	100.00
14+00	100.00
15+00	100.00
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39+00	100.00
40+00	100.00
41+00	100.00
42+00	100.00
43+00	100.00
44+00	100.00
45+00	100.00
46+00	100.00
47+00	100.00
48+00	100.00
49+00	100.00
50+00	100.00

TABLE 2
 CHANNEL DATA

Station	Channel Name	Flow Direction	Notes
1+00	Channel 1	East	
2+00	Channel 2	South	
3+00	Channel 3	West	
4+00	Channel 4	North	
5+00	Channel 5	East	
6+00	Channel 6	South	
7+00	Channel 7	West	
8+00	Channel 8	North	
9+00	Channel 9	East	
10+00	Channel 10	South	
11+00	Channel 11	West	
12+00	Channel 12	North	
13+00	Channel 13	East	
14+00	Channel 14	South	
15+00	Channel 15	West	
16+00	Channel 16	North	
17+00	Channel 17	East	
18+00	Channel 18	South	
19+00	Channel 19	West	
20+00	Channel 20	North	
21+00	Channel 21	East	
22+00	Channel 22	South	
23+00	Channel 23	West	
24+00	Channel 24	North	
25+00	Channel 25	East	
26+00	Channel 26	South	
27+00	Channel 27	West	
28+00	Channel 28	North	
29+00	Channel 29	East	
30+00	Channel 30	South	
31+00	Channel 31	West	
32+00	Channel 32	North	
33+00	Channel 33	East	
34+00	Channel 34	South	
35+00	Channel 35	West	
36+00	Channel 36	North	
37+00	Channel 37	East	
38+00	Channel 38	South	
39+00	Channel 39	West	
40+00	Channel 40	North	
41+00	Channel 41	East	
42+00	Channel 42	South	
43+00	Channel 43	West	
44+00	Channel 44	North	
45+00	Channel 45	East	
46+00	Channel 46	South	
47+00	Channel 47	West	
48+00	Channel 48	North	
49+00	Channel 49	East	
50+00	Channel 50	South	



PROPOSED GRADAGE PLAN 3
COMPOSTELA SUBDIVISION
 (79 AC TRACT)
 Wilbourn Rd
 Lancaster, TX

VIGIL & ASSOC.
 TOWN REGISTRATION NO. F-4789
 P.O. BOX 182516, ALSTON, TEXAS 78016-2516
 TEL 512-328-2887

DATE: 11/15/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

SCALE: AS SHOWN

PROPOSED GRADAGE PLAN 3

COMPOSTELA SUBDIVISION

(79 AC TRACT)

Wilbourn Rd

Lancaster, TX

VIGIL & ASSOC.

TOWN REGISTRATION NO. F-4789

P.O. BOX 182516, ALSTON, TEXAS 78016-2516

TEL 512-328-2887

DATE: 11/15/2011

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: AS SHOWN

PROPOSED GRADAGE PLAN 3

COMPOSTELA SUBDIVISION

(79 AC TRACT)

Wilbourn Rd

Lancaster, TX

VIGIL & ASSOC.

TOWN REGISTRATION NO. F-4789

P.O. BOX 182516, ALSTON, TEXAS 78016-2516

TEL 512-328-2887

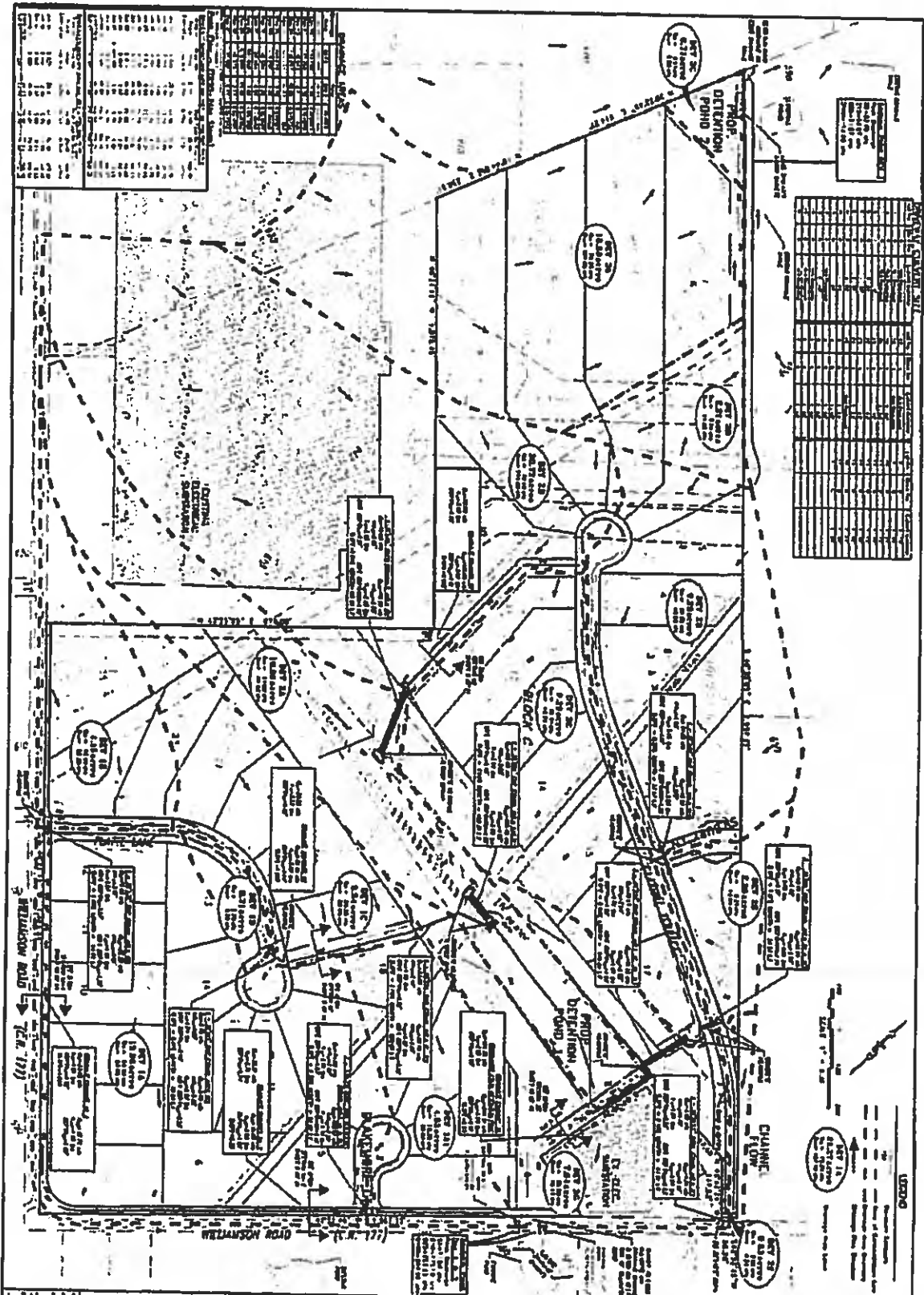
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CHECKED BY: [Name]

APPROVED BY: [Name]

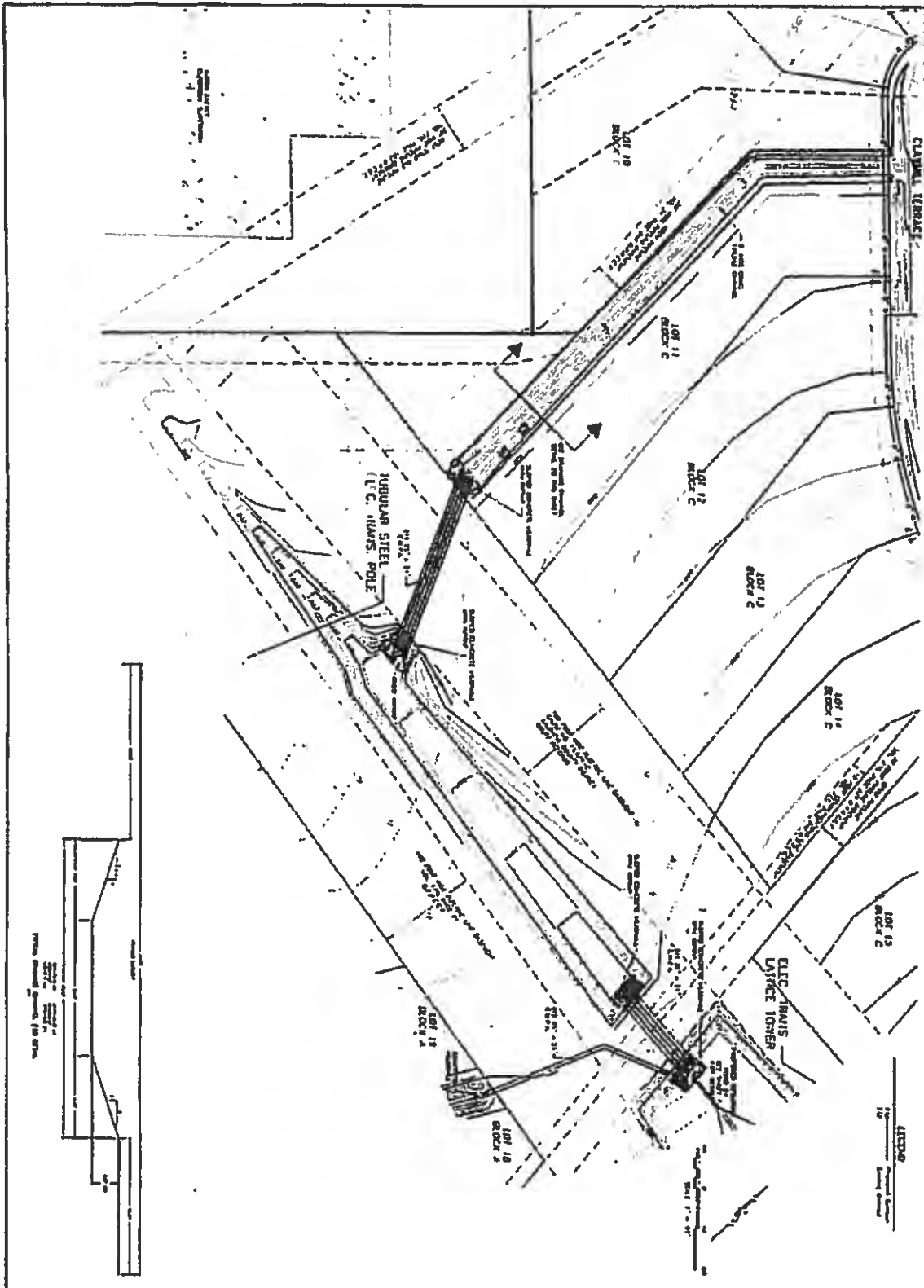
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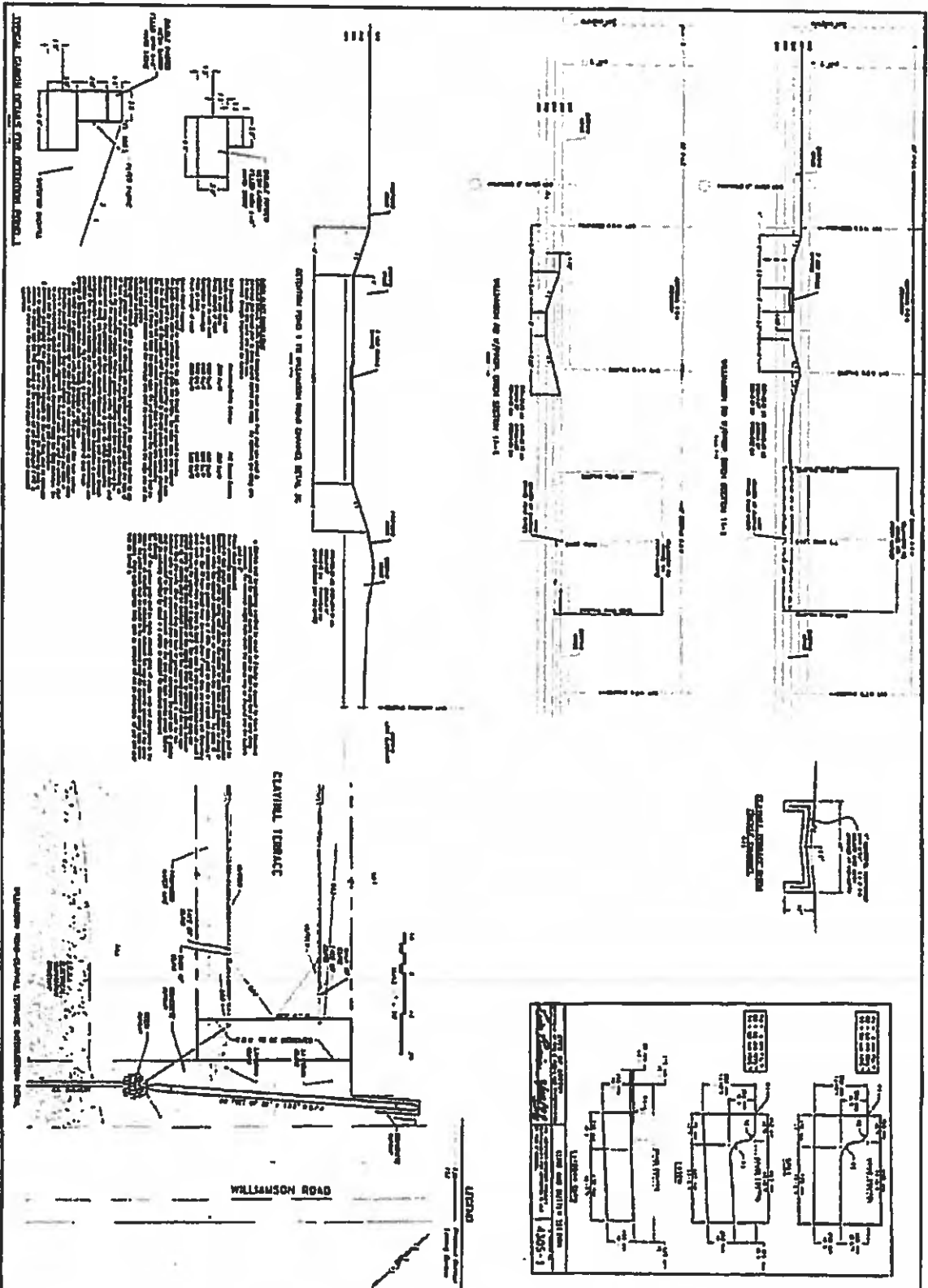
PROPOSED DRAINAGE PLAN 2
 COMPOSTELA SUBDIVISION
 C74 AC TRACT
 Wilcox Rd
 Lockhart, TX

VIGIL & ASSOC.
 PROFESSIONAL ENGINEERS
 P.O. BOX 143510 AUSTIN TEXAS 78714-3510
 TEL 512 336-7887

NO.	DESCRIPTION	DATE
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100	REVISED PER COMMENTS	11/15/00



<p>DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>	<p>PROPOSED DRAINAGE PLAN 5 COMPOSTELA SUBDIVISION (78 AC. TRACT) WILSONVILLE, TX LOCKPORT, TX</p>	<p>VIGIL & ASSOC. FIRM REGISTRATION NO. 7-4748 P.O. BOX 143214 AUSTIN TEXAS 78718-2714 TEL 512-328-2647</p>		<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE									
NO.	DESCRIPTION	DATE														

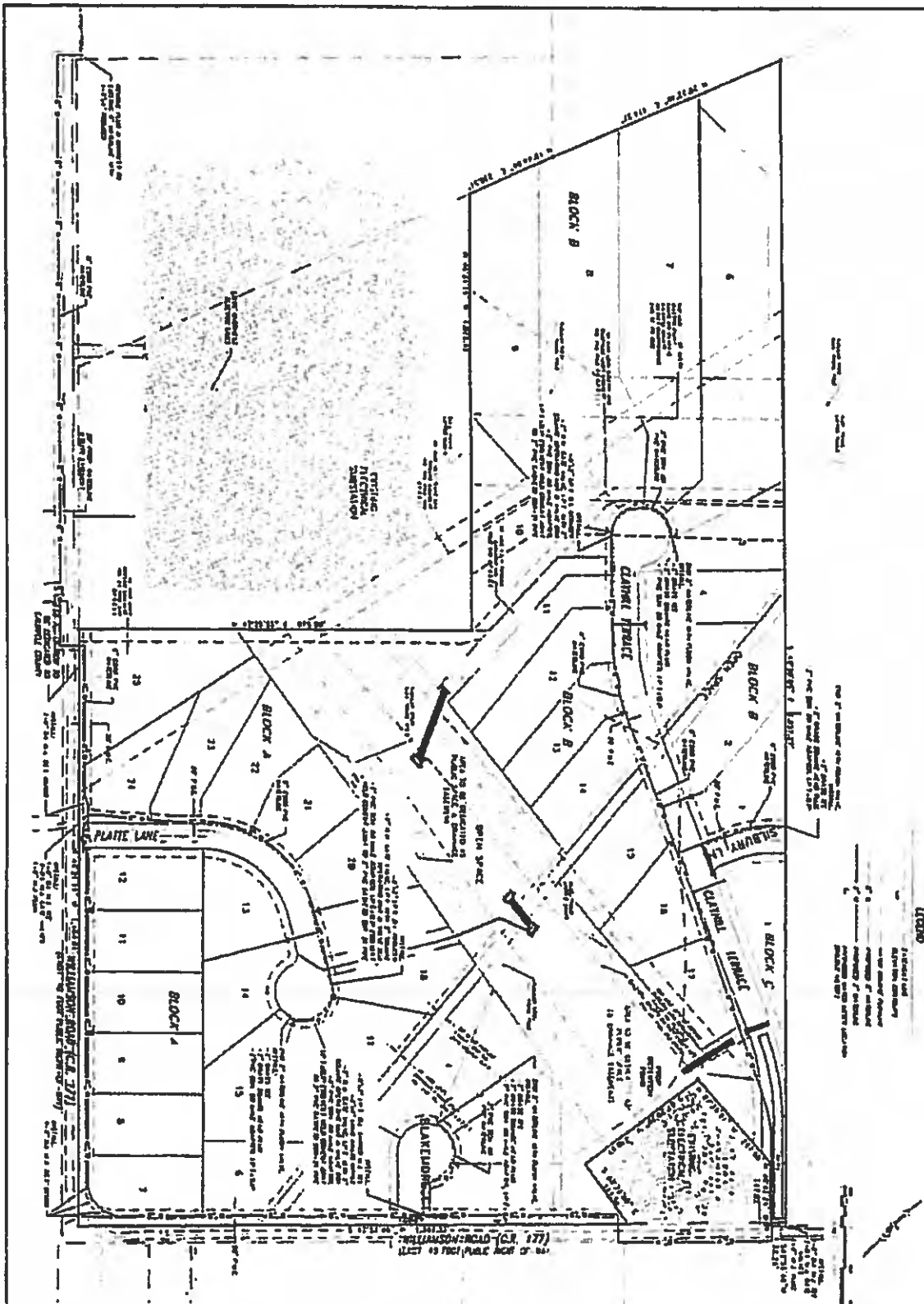


PROPOSED DRAINAGE PLAN B
 COMPOSTELA SUBDIVISION
 (75 AC TRACT)
 Williamson Rd
 Lockhart, TX

X VIGIL & ASSOC.
 FIRM REGISTRATION NO F-4768
 P.O. BOX 182314, ALSTON, TEXAS 78718-2314
 TEL 512-228-2467

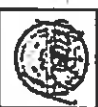


DATE	11-17-81
BY	[Signature]
CHECKED BY	[Signature]
SCALE	AS SHOWN
PROJECT NO.	4305-1
DATE PLOTTED	11-17-81
PLOTTED BY	[Signature]



UTILITY PLAN
 COMPOSTELA SUBDIVISION
 07.46 AC TRACT
 WITHIN THE
 LAUREL, TX

VIGIL & ASSOC.
 FIRM REGISTRATION NO. F 4768
 P.O. BOX 103310, AUSTIN, TEXAS 78718-3311
 TEL 512-358-2667



DATE	11/15/11
BY	[Signature]
CHECKED	[Signature]
SCALE	AS SHOWN
PROJECT	COMPOSTELA SUBDIVISION
TRACT	07.46 AC TRACT
CITY	LAUREL, TEXAS
COUNTY	TRAVIS COUNTY
STATE	TEXAS

Caldwell CAD

Property Search Results > 10649 COMPOSTELA LLC for Year 2018

Property

Account

Property ID: 10649 **Legal Description:** A063 CONNELL, SAMPSON, ACRES 78.437
Geographic ID: 0001063-164-000-00 **Agent Code:**
Type: Real
Property Use Code:
Property Use Description:

Location

Address: WILLIAMSON RD **Mapsc:** 03-304
 LOCKHART, TX 78644
Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA **Map ID:** 03-304
Neighborhood CD: 4200

Owner

Name: COMPOSTELA LLC **Owner ID:** 213206
Mailing Address: 9811 SOUTH IH 35 **% Ownership:** 100.0000000000%
 BLDG 3 SUITE 100
 AUSTIN, TX 78744-7901

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: COMPOSTELA LLC
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	N/A	N/A	N/A	N/A
CHES1	Caldwell-Hays ESD 1	N/A	N/A	N/A	N/A
FTM	Farm to Market Road	N/A	N/A	N/A	N/A
GCA	Caldwell County	N/A	N/A	N/A	N/A
SLH	Lockhart ISD	N/A	N/A	N/A	N/A

Total Tax Rate: N/A

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions: N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IP	IMPROVED PASTURE	78.4370	3416715.72	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$0	\$321,020	8,080	8,080	\$0	\$8,080
2016	\$0	\$269,260	8,080	8,080	\$0	\$8,080
2015	\$0	\$244,360	8,140	8,140	\$0	\$8,140
2014	\$0	\$244,360	7,910	7,910	\$0	\$7,910
2013	\$0	\$200,560	7,830	7,830	\$0	\$7,830
2012	\$0	\$192,130	7,750	7,750	\$0	\$7,750
2011	\$0	\$182,950	7,750	7,750	\$0	\$7,750
2010	\$0	\$169,390	7,750	7,750	\$0	\$7,750
2009	\$0	\$169,390	7,280	7,280	\$0	\$7,280
2008	\$0	\$149,620	6,890	6,890	\$0	\$6,890
2007	\$0	\$135,090	6,500	6,500	\$0	\$6,500
2006	\$0	\$135,090	6,110	6,110	\$0	\$6,110
2005	\$0	\$180,430	5,950	5,950	\$0	\$5,950
2004	\$0	\$156,890	6,500	6,500	\$0	\$6,500
2003	\$0	\$174,560	6,650	6,650	\$0	\$6,650
2002	\$0	\$155,700	6,730	6,730	\$0	\$6,730
2001	\$0	\$128,460	6,110	6,110	\$0	\$6,110
2000	\$0	\$110,370	5,790	5,790	\$0	\$5,790
1999	\$0	\$107,010	6,180	6,180	\$0	\$6,180
1998	\$0	\$94,170	5,950	5,950	\$0	\$5,950
1997	\$0	\$81,330	6,340	6,340	\$0	\$6,340
1996	\$0	\$74,210	6,340	6,340	\$0	\$6,340
1995	\$0	\$73,350	6,580	6,580	\$0	\$6,580
1994	\$0	\$67,830	7,510	7,510	\$0	\$7,510
1993	\$0	\$65,230	6,860	6,860	\$0	\$6,860

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/6/2015	WD/VL	WARRANTY DEED WITH VENDORS LIEN	BARNETT BOBBIE LOU &	COMPOSTELA LLC			2015-002589
2	3/8/1991	GD	GIFT DEED	SHIRLEY FRIEDA	BARNETT BOBBIE LOU &	56	388	0
3		OT	OTHER - ALL BLANK FIELDS FROM CONVERSION		SHIRLEY FRIEDA	308	573	0

Tax Due

Property Tax Information as of 12/05/2017

Amount Due If Paid on 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2017	Caldwell-Hays ESD 1	\$8,080	\$8.08	\$0.00	\$8.08	\$0.00	\$0.00	\$8.08
2017	Farm to Market Road	\$8,080	\$0.01	\$0.00	\$0.01	\$0.00	\$0.00	\$0.01
2017	Caldwell County	\$8,080	\$62.63	\$0.00	\$62.63	\$0.00	\$0.00	\$62.63
2017	Lockhart ISD	\$8,080	\$107.65	\$0.00	\$107.65	\$0.00	\$0.00	\$107.65
	2017 TOTAL:		\$178.37	\$0.00	\$178.37	\$0.00	\$0.00	\$178.37
2016	Caldwell-Hays ESD 1	\$8,080	\$8.08	\$8.08	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$8,080	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$8,080	\$62.63	\$62.63	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$8,080	\$107.65	\$107.65	\$0.00	\$0.00	\$0.00	\$0.00
	2016 TOTAL:		\$178.37	\$178.37	\$0.00	\$0.00	\$0.00	\$0.00
	COMPOSTELA LLC TOTAL:		\$356.74	\$178.37	\$178.37	\$0.00	\$0.00	\$178.37
2015	Caldwell-Hays ESD 1	\$8,140	\$8.14	\$8.14	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$8,140	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$8,140	\$58.40	\$58.40	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$8,140	\$108.31	\$108.31	\$0.00	\$0.00	\$0.00	\$0.00
	2015 TOTAL:		\$174.86	\$174.86	\$0.00	\$0.00	\$0.00	\$0.00
2014	Lockhart ISD	\$7,910	\$113.04	\$113.04	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$7,910	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$7,910	\$54.62	\$54.62	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell-Hays ESD 1	\$7,910	\$7.91	\$7.91	\$0.00	\$0.00	\$0.00	\$0.00
	2014 TOTAL:		\$175.58	\$175.58	\$0.00	\$0.00	\$0.00	\$0.00
2013	Lockhart ISD	\$7,830	\$92.35	\$92.35	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$7,830	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$7,830	\$54.07	\$54.07	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell-Hays ESD 1	\$7,830	\$7.83	\$7.83	\$0.00	\$0.00	\$0.00	\$0.00
	2013 TOTAL:		\$154.26	\$154.26	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell-Hays ESD 1	\$7,750	\$7.75	\$7.75	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$7,750	\$91.98	\$91.98	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$7,750	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$7,750	\$53.53	\$53.53	\$0.00	\$0.00	\$0.00	\$0.00
	2012 TOTAL:		\$153.27	\$153.27	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell-Hays ESD 1	\$7,750	\$7.75	\$7.75	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$7,750	\$92.09	\$92.09	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$7,750	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$7,750	\$53.54	\$53.54	\$0.00	\$0.00	\$0.00	\$0.00
	2011 TOTAL:		\$153.39	\$153.39	\$0.00	\$0.00	\$0.00	\$0.00
2010	Lockhart ISD	\$7,750	\$92.60	\$92.60	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$7,750	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$7,750	\$53.54	\$53.54	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell-Hays ESD 1	\$7,750	\$7.75	\$7.75	\$0.00	\$0.00	\$0.00	\$0.00
	2010 TOTAL:		\$153.90	\$153.90	\$0.00	\$0.00	\$0.00	\$0.00
2009	Lockhart ISD	\$7,280	\$89.54	\$89.54	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$7,280	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$7,280	\$50.29	\$50.29	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell-Hays ESD 1	\$7,280	\$7.28	\$7.28	\$0.00	\$0.00	\$0.00	\$0.00
	2009 TOTAL:		\$147.12	\$147.12	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell-Hays ESD 1	\$6,890	\$6.89	\$6.89	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$6,890	\$84.23	\$84.23	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$6,890	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$6,890	\$47.59	\$47.59	\$0.00	\$0.00	\$0.00	\$0.00

	2008 TOTAL:		\$138.73	\$138.73	\$0.00	\$0.00	\$0.00	\$0.00
2007	Farm to Market Road	\$6,500	\$0.03	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$6,500	\$44.42	\$44.42	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$6,500	\$78.13	\$78.13	\$0.00	\$0.00	\$0.00	\$0.00
	2007 TOTAL:		\$122.58	\$122.58	\$0.00	\$0.00	\$0.00	\$0.00
2006	Farm to Market Road	\$6,110	\$0.03	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$6,110	\$39.30	\$39.30	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$6,110	\$94.10	\$94.10	\$0.00	\$0.00	\$0.00	\$0.00
	2006 TOTAL:		\$133.43	\$133.43	\$0.00	\$0.00	\$0.00	\$0.00
2005	Lockhart ISD	\$5,950	\$100.56	\$100.56	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$5,950	\$0.04	\$0.04	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$5,950	\$37.43	\$37.43	\$0.00	\$0.00	\$0.00	\$0.00
	2005 TOTAL:		\$138.03	\$138.03	\$0.00	\$0.00	\$0.00	\$0.00
2004	Lockhart ISD	\$6,500	\$103.27	\$103.27	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$6,500	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$6,500	\$38.91	\$38.91	\$0.00	\$0.00	\$0.00	\$0.00
	2004 TOTAL:		\$142.23	\$142.23	\$0.00	\$0.00	\$0.00	\$0.00
2003	Lockhart ISD	\$6,650	\$97.45	\$97.45	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$6,650	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$6,650	\$37.68	\$37.68	\$0.00	\$0.00	\$0.00	\$0.00
	2003 TOTAL:		\$135.18	\$135.18	\$0.00	\$0.00	\$0.00	\$0.00
2002	Lockhart ISD	\$6,730	\$96.85	\$96.85	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$6,730	\$36.34	\$36.34	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$6,730	\$0.06	\$0.06	\$0.00	\$0.00	\$0.00	\$0.00
	2002 TOTAL:		\$133.25	\$133.25	\$0.00	\$0.00	\$0.00	\$0.00
	BARNETT BOBBIE LOU & TOTAL:		\$2055.81	\$2055.81	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL (ALL OWNERS):		\$2412.55	\$2234.18	\$178.37	\$0.00	\$0.00	\$178.37

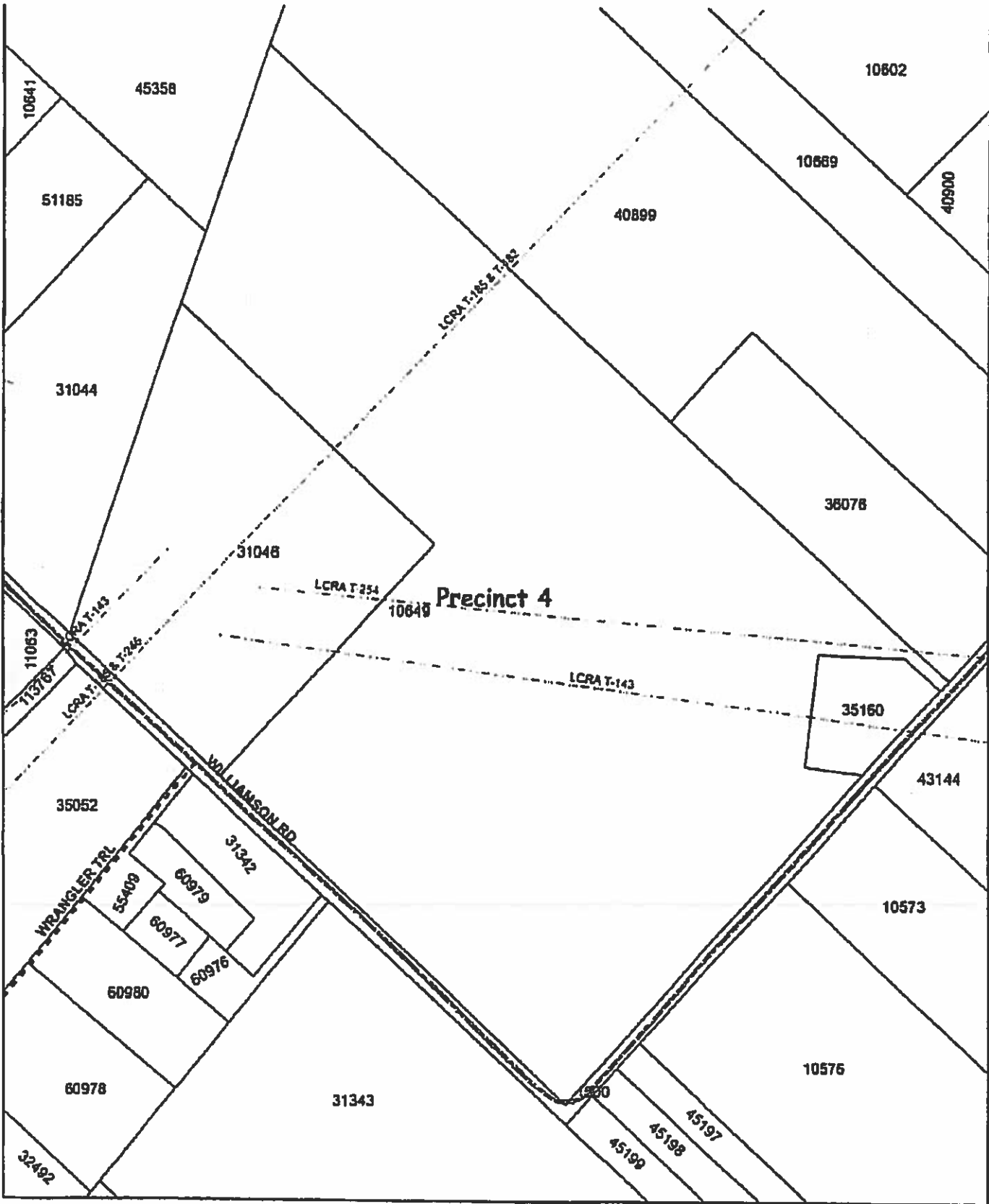
NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550

This year is not certified and ALL values will be represented with "N/A".

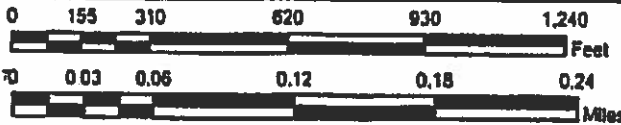
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Date Printed:
 Tuesday, December 03, 2017



COMMISSIONERS COURT MINUTES
Regular Meeting on November 13, 2017

18. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Seawillow Acres located off Seawillow Road (CR 205). **Cost: None; Speaker: Commissioner Haden/ Kasi Miles; Backup: 12.**

Kasi Miles reviews details about the plat and is requesting approval from the court. Motion made by Commissioner Haden, second by Commissioner Moses that we approve filing of a final plat for Seawillow Acres. All present voting "Aye".

19. **Discussion/Action** concerning approval of a re-plat of Buddy & Pete Baker Subdivision located off FM 713. **Cost: None; Speaker: Commissioner Moses/Kasi Miles; Backup: 13.**

Kasi Miles explains the re-plat details in the backup. She says the fees have been collected and she is looking for approval. She and Commissioner Moses further discuss the details and need for the re-plat. So moved by Commissioner Moses, second by Commissioner Haden. All present voting "Aye".

20. **Discussion/Action** to consider granting an extension on the preliminary plat for Compostela Subdivision located on Williamson Road (CR 177). **Cost: None; Speaker: Commissioner Roland/Kasi Miles; Backup: 2.**

Kasi Miles reviews why the extension for 180 days was requested and that Civil Engineer Tracy Bratton and she recommend a ninety-day extension. Motion made by Commissioner Roland that they get a ninety day extension on the preliminary plat. Motion dies for lack of second. Judge Schawe says the extension is not approved. Commissioner Roland and Kasi Miles discuss what steps the Subdivision developer will have to take to move forward. No action taken.

21. **Discussion/Action** regarding the proposals for a new Employee Assistance Program (EAP). **Cost: TBD; Speaker: Judge Schawe; Backup: 1.**

Judge Schawe explains the program and its budget source. So moved by Commissioner Haden, second by Commissioner Moses. All present voting "Aye".

22. **Discussion/Action** to approve the Lease Amendment for the Department of Agriculture Farm Service Agency's Caldwell County USDA Service Center, 1400 FM 20 East, Suites A & D. **Cost: None; Speaker: Judge Schawe; Backup: 1.**

Judge Schawe explains the amendment details, the negotiated lease payment, and provides an additional backup document. Motion made by Commissioner Haden, second by Commissioner Roland that we accept the negotiated amount. All present voting "Aye".

COMMISSIONERS COURT MINUTES
Regular Meeting on December 11, 2017

13. **Discussion/Action** to adopt an order regulating certain fireworks in the unincorporated areas of the county during the New Year's sales time period. **Cost: None; Speaker: Judge Schawe/Martin Ritchey; Backup: 1.**

Martin Ritchey explains the agenda item and does not recommend regulating sticks and fins at this time. So moved by Commissioner Theriot, second by Commissioner Moses per the recommendation. All voting "Aye".

14. **Discussion/Action** to approve the matching percentage amount to employee retirement fund accounts. **Cost: TBD; Speaker: Judge Schawe; Backup: 2.**

Judge Schawe is recommending increasing employee matching to 1.75 from 1.50 using the funds from the Employee Long-Term Disability Benefit Policy, which was discontinued. This increase and the recent addition of an Employee Assistance Program will reallocate all of the funds back to employees. Motion made by Commissioner Wright, second by Commissioner Theriot to increase the match to 1.75 percent. All voting "Aye".

18. **PUBLIC HEARING at 9:30am** to discuss consideration of a preliminary plat for Compostela subdivision to include approximately 48 lots on 78.437 acres located on Williamson Road (CR 177). **Cost: None; Speaker: Commissioner Roland/Kasi Miles; Backup: 17.**

Judge Schawe opens the Public Hearing at 9:28 a.m. and Kasi Miles invites anyone who would like to speak to come forward.

Matthew Allen with Caldwell County Appraisal District is concerned that some items on the plat have not been checked by the 911 Coordinator Jaclyn Archer because she has been at training. He would like to confirm there will be communication with Jaclyn Archer before the plat is approved. Judge Schawe confirms that as a Preliminary Plat there will be time for review before final approval.

15. **Discussion/Action** finalizing the State Audit for Court Costs, Fees and Fines. **Cost: None; Speaker: Judge Schawe/Barbara Gonzales; Backup: 3.**

County Auditor Barbara Gonzales reviews the history of the State Audit and thanks Internal Auditor Jan Bower for her hard work and money-saving due diligence. Judge Schawe and Barbara Gonzales discuss what funds will be used to pay the remaining fine. Commissioner Theriot and Barbara Gonzales discuss preventing future fines. Judge Schawe asks for a motion to accept. So moved by Commissioner Theriot, second by Commissioner Roland. All voting "Aye".

COMMISSIONERS COURT MINUTES
Regular Meeting on December 11, 2017

16. **Discussion/Action** to adopt a resolution of the Caldwell County Commissioners Court to recommend support of TxDOT's efforts to apply for CAMPO call for projects to construct improvements to State Highway 304 in Bastrop and Caldwell Counties. **Cost: None; Speaker: Judge Schawe; Backup: 1.**

Judge Schawe explains the agenda item and County Engineer Jacque Thomas reads the resolution. Judge Schawe explains the County would not have to fund the projects. So moved by Commissioner Moses, second by Commissioner Wright. Commissioner Moses and Martin Ritchey strongly support the project due to safety concerns. All voting "Aye".

17. **Discussion/Action** to detail recommended changes to the Caldwell County Development Ordinance, as provided by Caldwell County staff and the Caldwell County Subdivision Committee. **Cost: None; Speaker: Commissioner Theriot; Backup: 74.**

Commissioner Theriot says the Committee has submitted its recommended modifications and because only four modifications were not voted on unanimously he provided the court a list of those four items including how committee members voted. He would like the court to discuss and review the information and come back with a decision later.

Court members, Subdivision Committee member Linda Hinkle, and Civil Engineer Tracy Bratton discuss the four revisions and the cost of a Takings Impact Assessment. Motion made by Commissioner Theriot, second by Commissioner Wright that we move to the TIA assessment stage. All voting "Aye".

19. **Discussion/Action** to consider a variance request from Appendix A, Table B-2 of the Caldwell County Subdivision Ordinance to allow a right-of-way of less than sixty ft. (60') in width concerning Compostela subdivision located on Williamson Road (CR 177). **Cost: None; Speaker: Commissioner Roland/Tracy Bratton/Kasi Miles; Backup: 18.**

Civil Engineer Tracy Bratton explains the reason for the variance request and that the next two agenda items are to either allow or deny the variance. He expounds on the effects of approving verses denying the variance and recommends the court's approval. Motion made by Commissioner Roland, second by Commissioner Moses that we give a variance request for Appendix A, Table B-2 of the Caldwell County Subdivision Ordinance to allow a right-of-way of less than sixty feet in width concerning Compostela subdivision located on Williamson Road which is County Road 177. All voting "Aye".

COMMISSIONERS COURT MINUTES
Regular Meeting on December 11, 2017

20. **Discussion/Action** to consider the approval of a preliminary plat for Compostela subdivision with variance request approval to include 48 lots on approximately 78.437 acres on Williamson Road (CR 177). **Cost: None; Speaker: Commissioner Roland/Tracy Bratton /Kasi Miles; Backup: 19.**

Tracy Bratton recommends approval. Motion made by Commissioner Roland, second by Commissioner Theriot to approve the Preliminary Plat. All voting "Aye".

21. **Discussion/Action** to consider the approval or denial of preliminary plat for Compostela subdivision without variance request approval to include 48 lots on approximately 78.437 acres on Williamson Road (CR 177). **Cost: None; Speaker: Commissioner Roland /Tracy Bratton /Kasi Miles; Backup: 19.**

Judge Schawe says item 21 will be pulled. No action is taken.

22. **Discussion/Action** to consider a variance request from the Caldwell County Subdivision Ordinance under Section B.2. General Street Design and Section B.5. Design of Private Gravel Roadways for approximately 8 tracts out of 111.956 acres located on Dickerson Road (CR 107). **Cost: None; Speaker: Commissioner Theriot/Linda Hinkle; Backup: 9.**

Commissioner Theriot and developer Danny Norris, who is requesting the variance, discuss the requested variance and conditions related to its approval. Motion made by Commissioner Theriot, second by Commissioner Roland to approve the variance with conditions. Judge Schawe asks Commissioner Theriot to review the conditions. Commissioner Theriot says 1) The private roads must be twenty feet wide, have an all-weather surface, and turn-arounds provided at the end. 2) The owners must have a recorded maintenance agreement approved by the County, preferably through an HOA. 3) The development is limited to on-site-built residential homes with a maximum of two homes on each twelve acre lot. 4) There can be no further subdivision of the lots unless the roads are brought up to full standards and approved by the County.

23. **Adjournment.**

Judge Schawe asks for a motion to adjourn. So moved by Commissioner Moses, second by Commissioner Roland. All voting "Aye".

Court adjourns at 10:48 a.m.

24. Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information. www.co.caldwell.tx.us